



## BOARD OF COMMISSIONERS REGULAR MEETING

October 04, 2022 – 5:00 PM

Effingham County Administrative Complex  
Meeting Chambers

804 South Laurel Street, Springfield GA 31329

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

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

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

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### Agenda

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

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

- I. Call to Order**
- II. Roll Call**
- III. Invocation**
- IV. Pledge to the American Flag**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda
- VI. Minutes** - Consideration to approve the September 20, 2022 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. New Business**
  - 1. **[2022-534 Agreement]** *Chris Reed*  
Consideration to approve a Service Agreement with Motorola Solutions for the annual maintenance for the 700/800 Mhz radio system and 911 consoles
  - 2. **[2022-535 Resolution]** *Mark Barnes*  
Consideration to approve Resolution# 022-044 to amend the Fiscal Year 2022 budget

3. [2022-536 Resolution] *Teresa Concannon*

Consideration approve Resolution # 022-045 to extend a moratorium on rezoning for R-3 multifamily housing and R-6 single family residential development, for a period of forty-two (42) days

4. [2022-537 Ordinance] *Teresa Concannon*

Consideration to approve the First Reading of an Ordinance to amend **Article II-Definitions; Article V - Uses Permitted in Districts**, Section 5.6, **R-3 Multifamily**; and Section 5.8, **R-6 Single Family Residential** of the Code of Ordinances

5. [2022-538 Change Order] *Alison Bruton*

Consideration to approve Change Order #1 for Contract 22-25-008-1 with Ranger Construction for the Full Depth Reclamation Emulsion (FDRE) on ash roads

6. [2022-539 Change Order] *Alison Bruton*

Consideration to approve Change Order #5 for Marsh Construction for Fire Station #15

7. [2022-540 Change Order] *Teresa Concannon*

Consideration to approve Change Order #1 for Task Order 22-003 with Pond & Company to allow for the addition of the Atlas Sand Mine Site

8. [2022-541 Task Order] *Teresa Concannon*

Consideration to approve to award Task Order 23-REQ-002 to Pond & Company for Baker Park Improvements

9. [2022-542 Change Order] *Alison Bruton*

Consideration to approve Change Order #1 for Contract 22-25-009 with Griffin Contracting, Inc.

10. [2022-543 Agreement] *Alison Bruton*

Consideration to approve Change Order #2 for Agreement 22-25-010 with McLendon Enterprises, Inc. for the Local Maintenance Improvement Grant (LMIG) 2022 and other road work

11. [2022-544 Job Description] *Sarah Mausolf*

Consideration to approve and publish a Job Description for a new position in the Probation Office

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

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

**XII. Executive Session Minutes - Consideration to approve the September 20, 2022 executive session minutes**

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

1. [2022-545 Public Hearing] *Teresa Concannon*

The Planning Board recommends approving an application by **Carley & Tyler Dunn** for a **Variance** located at 100 Hagin Street to reduce required building setbacks, to allow for the replacement of a dwelling, zoned **AR-1**. [Map# 296A Parcel# 44] in the **First District**



2. [2022-546 Second Reading]

Consideration to approve the Second Reading of an application by **Carley & Tyler Dunn** for a **Variance** located at 100 Hagin Street to reduce required building setbacks, to allow for the replacement of a dwelling, zoned **AR-1**. [Map# 296A Parcel# 44] in the **First District**

3. [2022-547 Public Hearing] *Teresa Concannon*

The Planning Board recommends approving an application by **Tad Segars** to **rezone** 1.28 acres located on Roebing Road from **I-1** to **AR-2** to allow for combination with an adjacent parcel **Map# 377 Parcel# 2** in the **First District**

4. [2022-548 Second Reading]

Consideration to approve the Second Reading of an application by **Tad Segars** to **rezone** 1.28 acres located on Roebing Road from **I-1** to **AR-2** to allow for combination with an adjacent parcel **Map# 377 Parcel# 2** in the **First District**

5. [2022-549 Public Hearing] *Teresa Concannon*

The Planning Board recommends approving an application by **Richard A. Neidlinger** for a **variance** located on Highway 119 South from the required rear building setback, to allow for the replacement of a dwelling, zoned **AR-1**. **Map# 367 Parcel# 54** in the **Fourth District**

6. [2022-550 Second Reading]

Consideration to approve the Second Reading of an application by **Richard A. Neidlinger** for a **variance** located on Highway 119 South from the required rear building setback, to allow for the replacement of a dwelling, zoned **AR-1**. **Map# 367 Parcel# 54** in the **Fourth District**

7. [2022-551 Public Hearing] *Teresa Concannon*

The Planning Board recommends approving an application by **Emily Williams** as Agent for **Suzanne Selph** to **rezone** 6.13 acres located at 205 Sage Pointe Dr. from **AR-1** to **AR-2** to allow for the separation of a home site **Map# 393B Parcel# 6** in the **Fourth District**

8. [2022-552 Second Reading]

Consideration to approve the Second Reading of an application by **Emily Williams** as Agent for **Suzanne Selph** to **rezone** 6.13 acres located at 205 Sage Pointe Dr. from **AR-1** to **AR-2** to allow for the separation of a home site **Map# 393B Parcel# 6** in the **Fourth District**

9. [2022-553 Public Hearing] *Teresa Concannon*

The Planning Board recommends approving an application by **John Morgan Bolt & Kelsi Shea Bolt** as Agents for **Kirby Scott Willis** request to **rezone** 2.15 of 11.52 acres located at 421 Highbluff Road from **AR-1** to **AR-2**, to allow for the separation of a home site **Map# 459 Parcel# 63** in the **Fourth District**

10. [2022-554 Second Reading]

Consideration to approve the Second Reading of an application by **John Morgan Bolt & Kelsi Shea Bolt** as Agents for **Kirby Scott Willis** request to **rezone** 2.15 of 11.52 acres

located at 421 Highbluff Road from **AR-1** to **AR-2**, to allow for the separation of a home site **Map# 459 Parcel# 63** in the **Fourth District**

11. [2022-555 Sketch Plan] *Teresa Concannon*

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

12. [2022-556 Public Hearing] *Teresa Concannon*

The Planning Board recommends approving an application by **Dennis Morris** to **rezone** 9.21 acres located on Old River Road from **AR-2** to **I-1** to allow for combination with adjacent industrial-zoned parcels **Map# 305 Parcel# 4A** in the **First District**

13. [2022-557 Second Reading]

Consideration to approve the Second Reading of an application by **Dennis Morris** to **rezone** 9.21 acres located on Old River Road from **AR-2** to **I-1** to allow for combination with adjacent industrial-zoned parcels **Map# 305 Parcel# 4A** in the **First District**

14. [2022-558 Public Hearing] *Teresa Concannon*

The Planning Board recommends denying an application by **Dennis Morris** for a **variance** from *section 3.4 Buffers*, located on Old River Road to reduce the required buffer between industrial and various zoned parcels, zoned **I-1 & AR-2**, proposed zoning **I-1. Map# 305 Parcel# 4A** in the **First District**

15. [2022-559 Second Reading]

Consideration to approve the Second Reading of an application by **Dennis Morris** for a **variance** from *section 3.4 Buffers*, located on Old River Road to reduce the required buffer between industrial and various zoned parcels, zoned **I-1 & AR-2**, proposed zoning **I-1. Map# 305 Parcel# 4A** in the **First District**

16. [2022-560 Public Hearing] *Teresa Concannon*

The Planning Board recommends approving an application by **Fred Evans** to **rezone** 8 of 35.86 acres located on Turkey Trail from **AR-1** to **I-1** to allow for a GDOT approved borrow source for a GDOT project **Map# 452A Parcel# 10** in the **Second District**

17. [2022-561 Second Reading]

Consideration to approve the Second Reading of an application by **Fred Evans** to **rezone** 8 of 35.86 acres located on Turkey Trail from **AR-1** to **I-1** to allow for a GDOT approved borrow source for a GDOT project **Map# 452A Parcel# 10** in the **Second District**

18. [2022-562 Sketch Plan] *Teresa Concannon*

The Planning Board recommends approving an application by **Gregg Howze** for a **sketch plan** located on Highway 21 South for "Parcel 465-3TPO Clearing and Grading" **Map# 465 Parcel# 3TPO** in the **Fifth District**

**XIV. Adjournment**

## Staff Report

**Subject:** Motorola Service Agreement

**Author:** Chris Reed, I.T. Director, Clint Hodges, Fire Chief/EMA Director, Jay Spinks, E911 Director, Jimmy McDuffie, Sheriff, Wanda McDuffie, Emergency Medical Services (EMS) Director

**Department:** Information Technology, Fire/Emergency Management, E911 Services, Sheriff's Office, Emergency Medical Services (EMS)

**Meeting Date:** 10-04-2022

**Item Description:** Consideration to approve a services agreement with Motorola Solutions for the Annual Maintenance Agreement for the 700/800 Mhz Radio System and 911 consoles.

**Summary Recommendation:** Effingham County's emergency service radios operate on the SEGARRN radio network, along with several other Coastal Counties. Effingham County's portion of this radio network underwent a major upgrade to digital equipment and brought the county's south tower site online a few years back. The county's portion of the system, which includes three tower sites, the 911 radio dispatch consoles, and Sheriff's Office radio dispatch consoles. This is the fourth year of our maintenance agreement since the upgrade.

### Executive Summary/Background:

1. The current warranty maintenance agreement discontinued on July 31st, we are currently under a grace period.
2. Communications equipment is vulnerable to a number of force majeure events that could cripple the infrastructure and affect public safety communications if left inoperable for any period of time.
3. This communications infrastructure is critical to all Public Safety including county Fire, EMS, Sheriff's Office, EMA, our cities Law Enforcement, and Fire, along with State and Regional agencies including State Patrol, Forest Service, Department of Natural Resources, Flight EMS Services, and other SEGARRN Public Safety members.
4. The board has approved and spent millions building out, upgrading, and maintaining our Public Safety communications infrastructure in the past, it would be a major loss to the community to not maintain it and let it fail.
5. This agreement will ensure the County's Radio System Infrastructure, 911 radio dispatch consoles and the Sheriff's Office radio consoles are maintained and functional for the next year.
6. The Sheriff's Office radio consoles were added to this contract to save from having two separate service agreements which cost more.

### Alternatives for Commission to Consider:

1. Board approval of the Services Agreement with Motorola Solutions.
2. Do not approve the Services Agreement 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 / Emergency Medical Services (EMS)

**Funding Source:** Total: \$173,591.07, to be paid in twelve monthly installments of \$14,465.92, of which a percentage can be funded by 911 Recovery Fees collected, with the remaining funded by the General Fund. This was budgeted in this budget year.

**Attachments:**

1. Service Agreement (Contract No: USC000003680)


**MOTOROLA SOLUTIONS**

## SERVICE AGREEMENT

500 W Monroe St  
Chicago, IL 60661  
(800) 247-2346

Contract Number: USC000003680  
Contract Modifier: R02-APR-22 09:30:55

Date: 03-AUG-2022

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-2022  
Contract End Date: 31-JUL-2023  
Payment Cycle: ANNUALLY  
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$919.21	\$11,030.39
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$4,265.73	\$51,188.84
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$380.06	\$4,560.59
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$776.47	\$9,317.45
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$888.56	\$10,662.78
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$5,495.84	\$65,950.10
	SVC02SVC0001C	MICROWAVE SERVICES	\$1,740.08	\$20,880.92
Sub Total			\$14,465.92	\$173,591.07
Taxes			\$0.00	\$0.00
Grand Total			\$14,465.92	\$173,591.07
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			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	<input type="checkbox"/>	<input type="checkbox"/>	#_3_____
Remote Security Update Service	<input type="checkbox"/>	<input type="checkbox"/>	#_3_____
Managed Detection and Response	<input type="checkbox"/>	X <input type="checkbox"/>	#_____

\*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

2  3

**Notation: This section is to be completed by the CSM in conjunction with Customer during dialog**

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 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 : R02-APR-22 09:30:55

Contract Start Date : 01-AUG-2022

Contract End Date : 31-JUL-2023





## 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:** FY 2022 Budget Amendment  
**Author:** Mark W. Barnes, Finance Director  
**Department:** Finance Department  
**Meeting Date:** 10/4/22  
**Item Description:** Consideration to approve an amendment to the FY 2022 Budget.

### Summary Recommendation:

Staff recommends approval of this FY 2022 budget amendment.

### Executive Summary:

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

### Background:

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

The budget amendment attached reflects the following changes:

1. Re-allocation of existing general fund budget:
  - a. No new funding is requested for the general fund. Re-allocation is requested for Animal Shelter.
2. New funding is requested for some special funds, including:
  - a. The allocation of ARPA reimbursements for FY 2022's spending on ARPA projects.
  - b. The funding for the Rincon-area EMS station.
  - c. SPLOST bond issuance costs.
  - d. Additionally, self-funded stop loss insurance reimbursement revenues are being allocated towards claims expenses.

### Alternatives for Commission to Consider:

1. Approve the Resolution to amend the budget for FY 2022.
2. Provide staff with direction.

**Recommended Alternative:**

Staff recommends alternative number 1 – approve the resolution to amend the budget for FY 2022.

**Other Alternatives:** N/A

**Department Review:** Finance

**Funding Source:**

Multiple, in amendment

**Attachments:**

FY 2022 budget amendment resolution



Resolution# \_\_\_\_\_

**State of Georgia**  
**County of Effingham**

**RESOLUTION TO AMEND THE FY2021-2022 BUDGET**

WHEREAS, the FY 2021-2022 budget of Effingham County was adopted on June 15th, 2021 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

DEPT	BUDGET AMENDMENTS		ACCT NO.	AMOUNT	DESCRIPTION
022	ANIMAL SHELTER	MEDICAL	100-3910-022-52-3901	-7000.00	to re-allocate funds
022	ANIMAL SHELTER	PETCO GRANT	100-3910-022-53-1105	7000.00	to re-allocate funds
025	PUBLIC WORKS (ROADS)	UTILITIES	270-4205-025-53-1210	1000.00	to re-allocate funds
025	PUBLIC WORKS (ROADS)	AUTOS & TRUCKS	270-4205-025-54-2201	-1000.00	to re-allocate funds
029	RECREATION & SPORTS MNGMT	BUDGET REQUEST-COURT RECD	100-2150-007-52-3613	1000.00	to re-allocate funds
029	RECREATION & SPORTS MNGMT	OFFICE EQUIPMENT	100-2150-007-54-2501	-1000.00	to re-allocate funds
099	SPLOST CITIES	RINCON - FT HOWARD MILLAGE PMT	321-9000-099-57-1002	6000.00	to allocate roundabout millage revenue
099	SPLOST CITIES	FT HOWARD MILLAGE	321-31-1100	-6000.00	to allocate roundabout millage revenue
231	AMERICAN RESCUE PLAN ACT	OPERATING XFER OUT (WATER & SE	231-4400-231-61-1001	1029000.00	to allocate ARPA project funding
231	AMERICAN RESCUE PLAN ACT	OPERATING XFER OUT (WWTP)	231-4400-231-61-1002	10000.00	to allocate ARPA project funding
231	AMERICAN RESCUE PLAN ACT	OPERATING XFER OUT (SPLOST)	231-4400-231-61-1003	660000.00	to allocate ARPA project funding
231	AMERICAN RESCUE PLAN ACT	OPERATING XFER OUT (GENERAL FU	231-4400-231-61-1004	60000.00	to allocate ARPA project funding
231	AMERICAN RESCUE PLAN ACT	OPERATING XFER OUT (FIRE)	231-4400-231-61-1005	41000.00	to allocate ARPA project funding
231	AMERICAN RESCUE PLAN ACT	AMERICAN RESCUE PLAN ACT (ARPA	231-33-2100	-1800000.00	to allocate ARPA project funding
245	PRISON COMMISSARY	COST OF GOODS SOLD	245-3420-245-52-3901	50000.00	to allocate commissary sales
245	PRISON COMMISSARY	COMMISSARY SALES	245-34-2301	-50000.00	to allocate commissary sales
322	SPLOST 2021	EMS STATION - RINCON AREA	322-3601-322-54-1305	313000.00	to allocate funding for EMS station
322	SPLOST 2021	ISSUANCE COSTS	322-9000-322-58-4000	203000.00	to allocate bond issuance costs
322	SPLOST 2021	GO BOND PROCEEDS	322-39-3100	-516000.00	to allocate bond issuance costs
600	SELF-FUNDED INSURANCE	CLAIMS	600-1541-600-52-1200	1300000.00	to allocate stop loss reimbursements
600	SELF-FUNDED INSURANCE	STOP LOSS REIMBURSEMENTS	600-34-1899	-1300000.00	to allocate stop loss reimbursements
				0.00	net entries

The amendment is to adjust revenues and expenses for multiple departments. For the general fund, there is no new funding, just a re-allocation of existing funding. For the special funds for which new funding is requested, the funding is offset by increased actual revenues or existing fund balance.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Attest:

Stephanie D. Johnson, County Clerk

Wesley M. Corbitt, Chairman

**Staff Report**

**Subject:** Resolution to extend a moratorium on rezoning for R-3 multifamily and R-6 single family residential development.

**Author:** Teresa Concannon, AICP, Planning Manager

**Department:** Development Services

**Meeting Date:** October 4, 2022

**Item Description:** Consideration of a resolution to extend a moratorium on rezoning for R-3 multifamily and R-6 single family residential development, for a period of forty-two (42) days, while the county considers changes to its zoning ordinance.

**Summary Recommendation:** The interests of the public necessitate the enactment of a moratorium for health, safety, morals, aesthetics, and general welfare purposes.

**Executive Summary/Background:**

- As a part of planning, zoning, and growth management, the Board of Commissioners of Effingham County has been reviewing the County's Comprehensive Plan and the Zoning Ordinance, and has studied the County's best estimates of the type of development that can be anticipated within the unincorporated areas.
- The Board is committed to growth management that promotes health, safety, morals, aesthetics and the general welfare of the citizens of Effingham County. This includes management of congestion on County roads, security of the public from crime and other dangers, promotion of health and general welfare of residents, and protection of the aesthetic qualities of the County including access to air and light.
- The County is experiencing development pressures that include an increasing number of applications to rezone land for multi-family housing and high density single family residential development in the R-3 and R-6 zoning districts that are designed as rental communities, and has determined that a moratorium on new applications is necessary.
- On May 17, 2022, the Board voted to approve a moratorium (resolution no. 022-026) for ninety (90) days, to August 16, 2022.
- On August 2, 2022 the Board voted to extend the moratorium (resolution no. 022-033) by fifty (50) days, to October 2, 2022, while ordinance revisions were considered.
- The first reading of the ordinance revisions will occur on October 4, 2022. Additional time is needed to allow for the second reading and any additional revisions that may be required.

**Alternatives for Commission to Consider**

1 – Approve the resolution to extend a moratorium on rezoning land for R-3 multifamily and R-6 single family development for forty-two (42) days, ending November 16, 2022.

2 – Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** N/A

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

**Funding Source:** N/A

**Attachments:**

1. Extension to Moratorium on rezoning land for R-3 multifamily and R-6 single family development.
2. Resolution No. 022-026
3. Resolution No. 022-033

STATE OF GEORGIA       )  
EFFINGHAM COUNTY       )

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF EFFINGHAM COUNTY, GEORGIA, EXTENDING AN EXISTING MORATORIUM ON RESIDENTIAL RE-ZONINGS FOR PROPERTY TO BE USED FOR R-3 MULTI-FAMILY RESIDENTIAL AND R-6 SINGLE FAMILY RESIDENTIAL DISTRICT PURPOSES**

**WHEREAS**, the Board of Commissioners of Effingham County, Georgia, (hereinafter referred to as “the Board”) directed Development Services to evaluate possible revisions to the Effingham County Zoning Ordinance and development regulations with respect to the regulation of R-3 multi-family residential and R-6 single family development so as to address current development trends; and

**WHEREAS**, on May 17, 2022, the Board adopted Resolution No. 022-026 implementing a three-month moratorium (hereinafter referred to as “Moratorium”) on re-zonings for property to be used for R-3 multifamily and R-6 single family residential district purposes; and

**WHEREAS**, on August 2, 2022, the Board adopted Resolution No. 022-033 implementing a fifty (50) day extension to the Moratorium on re-zonings for property to be used for R-3 multifamily and R-6 single family residential district purposes; and

**WHEREAS**, Development Services needs additional time to complete the revisions to the zoning ordinance; and

**WHEREAS**, it is in the best interest of the citizens of the County to extend the Moratorium; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

1. The Board does hereby extend the Moratorium until November 16, 2022.
2. The duration of this Moratorium shall be until this Board adopts amendments to its zoning ordinance, abandons this effort by vote of the Board, or until November 16, 2022.
3. The preamble of this Resolution shall be considered to be and is hereby incorporated by reference as if fully set out herein.

4. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with this Resolution.

5. The Resolution shall take effect immediately upon its adoption.

SO ADOPTED THIS \_\_\_\_ DAY OF OCTOBER, 2022.

BOARD OF COMMISSIONERS OF EFFINGHAM , COUNTY, GEORGIA

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WESLEY CORBITT, CHAIRMAN

ATTEST:

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STEPHANIE JOHNSON, CLERK

[COUNTY SEAL]

STATE OF GEORGIA       )  
EFFINGHAM COUNTY     )

**RESOLUTION NO. 022-033**

**RESOLUTION OF EFFINGHAM COUNTY, GEORGIA, EXTENDING AN EXISTING MORATORIUM ON RESIDENTIAL RE-ZONINGS FOR PROPERTY TO BE USED FOR R-3 MULTI-FAMILY RESIDENTIAL AND R-6 SINGLE FAMILY RESIDENTIAL DISTRICT PURPOSES**

**WHEREAS**, the Board of Commissioners of Effingham County, Georgia, (hereinafter referred to as “the Board”) directed Development Services to evaluate possible revisions to the Effingham County Zoning Ordinance and development regulations with respect to the regulation of R-3 multi-family residential and R-6 single family development so as to address current development trends; and

**WHEREAS**, on May 17, 2022, the Board adopted Resolution No. 022-026 implementing a three-month moratorium (hereinafter referred to as “Moratorium”) on re-zonings for property to be used R-3 multifamily and R-6 single family residential district purposes; and

**WHEREAS**, Development Services needs additional time to complete the revisions to the zoning ordinance; and

**WHEREAS**, it is in the best interest of the citizens of the County to extend the Moratorium; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

1. The Board does hereby extend the Moratorium until October 5, 2022.
2. The duration of this Moratorium shall be until this Board adopts amendments to its zoning ordinance, abandons this effort by vote of the Board, or until October 5, 2022.
3. The preamble of this Resolution shall be considered to be and is hereby incorporated by reference as if fully set out herein.
4. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with this Resolution.
5. The Resolution shall take effect immediately upon its adoption.

SO ADOPTED THIS 2<sup>nd</sup> DAY OF AUGUST, 2022.

BOARD OF COMMISSIONERS OF EFFINGHAM , COUNTY, GEORGIA

Wesley M. Corbitt  
WESLEY CORBITT, CHAIRMAN

ATTEST:

S. Johnson  
STEPHANIE JOHNSON, CLERK



STATE OF GEORGIA       )  
EFFINGHAM COUNTY       )

**RESOLUTION NO. 022-026**

**RESOLUTION ENACTING A MORATORIUM FOR A PERIOD OF THREE MONTHS  
ON COMMERCIAL AND RESIDENTIAL RE-ZONINGS FOR PROPERTY TO BE  
USED FOR R-3 MULTI-FAMILY RESIDENTIAL AND R-6 SINGLE FAMILY  
RESIDENTIAL DISTRICT PURPOSES WHILE THE COUNTY CONSIDERS  
CHANGES TO ITS ZONING ORDINANCE**

**WHEREAS**, recent development trends in the County suggest that current trends for R-3 multi-family residential use and R-6 single family residential district use may not be adequately addressed by the current County Zoning Ordinance; and

**WHEREAS**, the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as "Board") is vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the unincorporated areas of the County; and

**WHEREAS**, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other development approvals where exigent circumstances warrant the same, pursuant to the case law found at Taylor v. Shetzen, 212 Ga. 101, 90 S.E.2d 572 (1955); Lawson v. Macon, 214 Ga. 278, 104 S.E.2d 425 (1958); and most recently City of Roswell et al v. Outdoor Systems, Inc., 274 Ga. 130, 549 S.E.2d 90 (2001); and

**WHEREAS**, the Courts take judicial notice of a local government's inherent ability to impose moratoria on an emergency basis; and

**WHEREAS**, the Georgia Supreme Court, in the case of DeKalb County v. Townsend, 243 Ga. 80 (1979), held that, "To justify a moratorium, it must appear first, that the interests of the public generally, as distinguished from those of a particular class, require such interference; and second, that the means are reasonably necessary for the accomplishment of the purpose, and not unduly oppressive upon individuals." The Board has found that the interests of the public necessitate the enactment of a moratorium for health, safety, morals and general welfare purposes by means which are reasonable and not unduly oppressive; and

**WHEREAS**, the Board therefore considers it paramount that land use regulation continues in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the County. The Board has always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; and in particular the lessening of congestion on County roads, security of the public from crime and other



dangers, promotion of health and general welfare of its citizens, protection of the aesthetic qualities of the County including access to air and light, and facilitation of the adequate provision of transportation and other public requirements; and

**WHEREAS**, it is the belief of the Board that the concept of “public welfare” is broad and inclusive; that the values it represents are spiritual as well as physical, aesthetic as well as monetary; and that it is within the power of the Board “to determine that a community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled,” Berman v. Parker, 348 U.S. 26, 75 S.Ct. 98 (1954), it is also the opinion of the Board that “general welfare” includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the County, making the most appropriate use of resources, preserving neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the County; and

**WHEREAS**, the Board is, and has been interested in developing a cohesive and coherent policy regarding residential and commercial growth and zoning in the County, and have intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the County as a whole; and

**WHEREAS**, the Board has directed the Development Services to evaluate possible revisions to the Effingham County Zoning Ordinance and development regulations with respect to the regulation of R-3 multi-family residential and R-6 single family development so as to address current development trends; and

**WHEREAS**, it is in the best interest of the citizens of the County to place a moratorium on the application and issuance of residential and commercial re-zonings until the review is completed.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

1. In order to adequately study said issues and any zoning ordinance amendments determined to be required, the Board finds as follows: the zoning ordinance and comprehensive land use plan require review as they relate to R-3 multi-family housing and R-6 single family housing; substantial detriment and irreparable harm may result if further regulation of R-3 multi-family housing and R-6 single family housing is needed and not implemented; said review of the ordinance and plan requires that a cessation of limited duration of rezoning be implemented with regard to R-3 multi-family housing and R-6 single family developments; and it is necessary and in the public’s interest to delay, for a reasonable and finite period of time, the acceptance or

processing of any applications for such developments to ensure that the design, development, and location are consistent with the long-term planning objectives of the County.

2. There is hereby imposed a moratorium on the acceptance by County staff of rezoning or the acceptance of applications for rezonings for the development of R-3 multi-family housing and R-6 single family developments as such as provided for under the zoning ordinance of the County. For purposes of this moratorium, the “multi-family developments” and “single family developments” are those that are currently allowed under the County zoning ordinance in the following zones:

Section 5.6 R-3 Multifamily Residential Districts.

Section 5.8 R-6 Single-family residential district (4.5 dwellings per acre).

3. The duration of this moratorium shall be until the County adopts amendments to its zoning ordinance, abandons this effort by vote of the Board, or until August 16, 2022.

4. This moratorium shall have no effect upon rezonings occurring before the effective date of this Resolution.

5. It is hereby declared to be the intention of the Board that all sections, paragraphs, sentences, clauses and phrases of this Resolution are and were, upon their enactment, believed by the Board to be fully valid, enforceable and constitutional. It is hereby declared to be the intention of the Board that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase therein. It is hereby further declared to be the intention of the Board, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Board that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

6. All Resolutions or parts of Resolutions in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

7. The preamble of this Resolution shall be considered to be and is hereby incorporated by reference as if fully set out herein.

8. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with this Resolution.

9. The Resolution shall take effect immediately upon its adoption.

SO ADOPTED THIS 17<sup>th</sup> DAY OF MAY, 2022.

BOARD OF COMMISSIONERS OF EFFINGHAM , COUNTY, GEORGIA

Wesley M. Corbitt  
WESLEY CORBITT, CHAIRMAN

ATTEST:

S. Johnson  
STEPHANIE JOHNSON, COUNTYCLERK



## Staff Report

**Subject:** Amendments to Article II – Definitions; Article V - Uses Permitted in Districts, Section 5.6. R-3 Multifamily; and Section 5.8. R-6 Single Family Residential  
**Author:** Teresa Concannon, AICP, Planning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** Consideration to amend Article II – Definitions; Article V - Uses Permitted in Districts, Section 5.6. R-3 Multifamily; and Section 5.8. R-6 Single Family Residential

**Summary Recommendation:** In order to accommodate development proposals while promoting growth that is orderly and predictable, with the least amount of disturbance to landowners and to the citizens of the county, staff recommends approval of the revised Definitions, and R-3 and R-6 zoning districts.

### Executive Summary/Background:

- The revisions include an update and expansion of Zoning Ordinance definitions, to clarify the county's interest in promoting growth that is orderly and predictable, with the least amount of disturbance to landowners and to the citizens of the county:
- Expanded information and guidance for development in the R-3 zoning district:
  - Define townhouse development standards
  - Density bonus program
- Expanded guidance for development in the R-6 zoning district:
  - Planned single family home communities (build to rent) requirements
  - Density bonus program

### Alternatives for Commission to Consider

1 – Approve amendments to Article II – Definitions; Article V - Uses Permitted in Districts, Sections 5.6. R-3 Multifamily Residential; 5.8. R-6 Single Family Residential.  
 2 – Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** N/A

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

**Funding Source:** N/A

### Attachments:

1. Proposed ordinance revisions: Multi-family and high-density residential

## ARTICLE II. - DEFINITIONS

2.25 *Dwelling*. A building or portion of a building arranged or designed to provide living quarters for one or more families on a permanent or long-term basis.

2.25.1 *Condominium*. A building or series of buildings on the same lot or portions thereof containing more than one dwelling unit under separate ownership with joint ownership of common open spaces.

2.25.2 *Duplex*. A residential building designed for, or used as, the separate homes or residences of two separate and distinct families, but having the appearance of a single-family dwelling unit. Each individual unit in the duplex shall comply with the definition of single-family detached dwelling.

2.25.3 *Single-family detached dwelling*. A building or structure designed for and occupied as a residence exclusively by one family.

2.25.4 *Site-built single-family detached dwelling*. A single-family detached dwelling constructed on the building site from basic materials delivered to the site and constructed in accordance with all requirements of the building codes as adopted by the county.

2.25.5 *Class A single-family detached dwelling*. A site-built single-family detached dwelling, a one-family manufactured home, or a one-family industrialized home that meets or exceeds the compatibility standards for single-family dwellings under article III of the Housing Ordinance of Effingham County, Georgia.

2.25.6 *Class B single-family detached dwelling*. A site-built single-family detached dwelling, a one-family manufactured home, or a one-family industrialized home that does not meet the compatibility standards for single-family dwellings under article III of the Housing Ordinance of Effingham County, Georgia.

2.25.7 *Garden Apartment*. Three or more attached dwelling units in a two- or three-story building.

2.25.8 *Multifamily*. A building designed for or occupied by three or more families.

2.25.9 *Mixed-Use Residential*. The mixing of principal residential uses with non-residential uses. Mixed use residential may occur by the following:

- a. Non-residential and multifamily in the same building (e.g., retail on ground floor, multifamily above), or
- b. Multifamily and another primary non-residential use located in different buildings sited on the same lot or parcel (e.g., multifamily located on the same parcel as an office building).
- c. Both options shall be designed, located, and oriented on the site so that non-residential uses are directly accessible to residents of the development. For the purposes of this section, "directly accessible" shall mean pedestrian access by way of improved sidewalks or paths and streets that do not involve leaving the development or using a major thoroughfare. "Directly accessible" does not necessarily mean that non-residential

uses need to be located in a particular location, but that the siting of such uses considers the accessibility of the residential component of the development to the non-residential use. Parking areas shall be designed to minimize distances between uses.

2.25.10 Townhouse. Three or more dwelling units, where each unit is on an individual lot, share a common wall and are two to three stories in height.

2.60B Planned single-family home community. A subdivision used or intended for use as a residential area occupied by single-family homes; conforming to an approved development plan with appropriate and adequate community services, recreation facilities, utilities, streets, and sidewalks provided by the developer; and in which the subdivision is under single ownership or control.

## ARTICLE III. - GENERAL PROVISIONS

### 5.6 - R-3 Multifamily residential districts.

#### 5.6.1 Permitted uses.

5.6.1.1 All permitted uses in the R-1 single-family residential district and R-2 two-family residential district.

5.6.1.2 Multiple-family dwellings, rooming houses, fraternities, sororities, and dormitories.

5.6.1.3 Government-owned utilities, except publicly-owned treatment plants permitted by the State of Georgia and water storage facilities in excess of 1,000,000 gallon capacity, provided that wells, pump stations, meter stations, and water storage facilities must be enclosed by a painted or chain-link fence or wall at least six feet in height above finished grade and provided there is neither office nor commercial operation nor storage of vehicles or equipment on the premises.

#### 5.6.1.4 Townhouses, subject to the following requirements:

- a. Lot coverage required in this section (40%) shall be applied per lot on which each individual townhouse sits.
- b. In order to provide visual diversity, no more than four contiguous townhouse units shall be allowed with the same setback and the same facade treatment. Variations in setback shall be at least three feet.
- c. Townhouses shall have a front, side, or rear privacy yard having a minimum area of 100 square feet on each lot.
- d. For developments with 60 or fewer dwelling units, at least one point of access to the roadway network shall be provided.
- e. For developments with 61 or more dwelling units, at least two point of access to the roadway network shall be provided.

5.6.1.3 Customary accessory buildings incidental to the above permitted uses.

5.6.2 *Conditional uses.* The following uses may be permitted in accordance with the provisions of section 7.1.6 in the multifamily residential (R-3) district on a conditional basis upon approval of the county commission after review by the planning board.

5.6.2.1 Clubs and private recreational facilities.

5.6.2.2 Nursing homes.

5.6.2.3 Day care facilities.

5.6.3 *Lot and building requirements.*

Density (applicable to single family, <del>and</del> multifamily & townhouse)	Maximum 9 per acre, <u>up to 12 per acre with bonus</u>
Minimum lot width at building line	150 feet
Minimum setback from public street	35 feet <u>from edge of pavement</u>
Minimum front yard	10 feet
Minimum rear yard	15 feet
Minimum side yard (interior)	15 feet
Minimum side yard (street)	35 feet
<u>Minimum distance between buildings</u>	<u>20 feet</u>
Maximum building height	35 feet
Maximum percent of lot coverage	40 percent

#### 5.6.3.1 Density Bonus Standards

A request for a density bonus shall be applied for at the time of a zoning request or development Sketch Plan application, whichever is first. A pre-application meeting with



Development Services is required, and the development review team will evaluate the scores for all submissions. For single family units, the density bonus standards under the R-6 district shall be applied. A density bonus may be applied if the following design elements are included:

a. Townhouse units:

1. A row of townhouses shall not contain more than six (6) dwelling units
2. Townhouses shall not be designed to give the appearance of row houses. Facades of each unit shall be offset a minimum of 18" to create the appearance of separate buildings and shall vary in appearance (color, architectural features, and building materials) with no two facades being alike in a single row of buildings.
3. Exterior finished material shall be constructed with a combination of clay masonry brick, natural stone including granite, marble, sandstone, field stone or other similar natural stone, manufactured stone including imitation field stone, marble terrazzo, and other similar manufactured finish stone; wood, traditional three coat stucco, vinyl lap or other materials of like appearance. Structures utilizing a single exterior finish material shall not be permitted unless approved through the ~~Sketch~~ ~~Planddevelopment application~~. End elevations must be consistent with front facades.
4. Townhouses shall either incorporate a flat roof design utilizing a decorative parapet wall or have a minimum 6:12 roof pitch. Architecturally dimensioned roof covering shall be required. Vents and similar objects shall not be visible from the front of the structure.
5. For pitched roofs, the use of gables, dormers, cornices, chimneys and other design features shall be used to enhance the overall appearance of the homes.
6. HVAC units shall not be visible from the adjacent street.
7. All townhouses shall incorporate front covered porches or front covered stoops in their designs. ~~Porches-and~~ shall be a minimum of six (6) feet in depth. Stoops shall be a minimum of three (3) feet in depth.

b. Multifamily other than townhouse:

1. Buildings shall be designed using masonry facades on the front, rear, and two (2) end elevations.

2. No utility meters or equipment shall be permitted on the front façade. No HVAC shall be visible from the adjacent street.

3. Building elevations shall be varied with alternating exterior treatments including porches, balconies, awnings, stoops, decks, patios, and terraces.

4. Each building shall consist of a minimum of two alternating roof heights or types.

c. Development is planned in proximity to schools, public parks or facilities, and retail/commercial development.

#### 5.6.4 Amenity requirements.

5.6.4.1 All multi-family and townhouse residential projects must provide 150 square feet of on-site common outdoor open space per multi-family dwelling unit or 15% of net usable area as common outdoor open space, whichever is greater. Open space calculations must be shown on the Sketch Plansubdivision and final plat. Common outdoor open space shall be intentionally designed as such and landscaped courtyards, shared decks, gardens with pathways, children's play areas, pools, water features, multipurpose recreational or green spaces to which all residents have access, as defined by Article II, definitions. The following requirements apply to common outdoor open space:

- a. The required setback areas may count toward the open space requirement if it is integrated into a common open space amenity.
- b. Common outdoor open space shall feature paths or walkable areas, landscaping, seating, lighting and other amenities to make the area more functional and enjoyable for a range of users, taking into consideration potential noise issues due to the configuration of the site.
- c. Common outdoor open space shall generally be designed so it is oriented at the front of dwelling units and/or community building(s).
- d. 10% of net usable area allocated as common open space shall be greenspace. The implementation of a conservation easement is encouraged.

5.6.4.2 A maintenance association, homeowners association, condominium association or some other entity acceptable to the County Administration must be created to maintain all amenities and common areas in good condition.

## 5.8 - R-6 Single-family residential district (four and a half (4.5) dwellings per acre).

### [5.8.1] *Where applicable.*

This zoning district will only be allowed if municipal or county water and sewer service is adjacent to the parcel and capacity is available, or a state permitted, privately owned community water and sewer system is constructed or available, and can provide assurance of capacity.

### [5.8.2] *Required utilities.*

All properties in the R-6 zoning district shall be connected to water and sewer systems. No individual septic systems shall be permitted.

### [5.8.3] *Maximum density.*

Four and a half (4.5) dwelling units per acre. -with a bonus of up to 6 dwelling units per acre if the density bonus standards are met.

### [5.8.4] *Permitted uses.*

5.8.4.1 Site-built and Class A single-family detached dwellings.

5.8.4.2 Unlighted regulation size, or par three golf courses, consisting of nine holes or more, including normal clubhouses and pro shop activities, and other business activity associated with country clubs.

5.8.4.3 Home occupations and residential business, as provided in Article III, sections 3.15 and 3.15A.

5.8.4.4 Government owned utilities, except publicly owned treatment plants permitted by the State of Georgia and water storage facilities in excess of 1,000,000 gallon capacity, provided that wells, pump stations, meter stations, and water storage facilities must be enclosed by a painted or chain link fence or wall at least six feet in height above the finished grade and provided there is neither office nor commercial operation nor storage of vehicles or equipment on the premises.

5.8.4.5 Parks, recreational areas, playgrounds, public or private swimming pools.

5.8.4.6 Libraries or museums.

5.8.4.7 Planned single-family home communities with the following requirements:

a) A homeowners' association with subdivision covenants that are acceptable to the county, must be recorded with the final plat. It is the intent that said association will provide oversight of the development standards and maintenance of common areas and amenities. Covenants must include:

1. The prohibition of all rental units for a minimum of twelve (12) months after certificate of occupancy is issued. Thereafter, any rentals will be for a minimum of twelve (12) months

- b) The association or management company shall pay an occupation tax and register with the County annually, pursuant to Article II – Business and Occupation Tax, for a license to operate a planned single-family home community.
- c) Onsite rental property management is required, including a 24-hour agent contact number for maintenance.
- ~~— Lease terms for occupants shall be provided to the County demonstrating no less than six-month leases in a tracking system with a searchable database.~~
- ~~— Violations of the lease time limitations shall result in a 12-month re-issue waiting period on a license to operate.~~
- d) Walls in excess of twenty feet in length facing a street shall be broken up with entry elements, windows or wall offsets at least two feet deep.
- e) A minimum of two decorative elements shall be added to the front façade including but not limited to decorative shutters, decorative lighting, trellises, cornices, or similar architectural elements.
- f) Lot coverage required in this section (40%) shall be applied per lot on which each individual single-family residence sits.

*[5.8.7] Open space requirements.*

All developments in the R-6 zoning district must provide 15% of net usable area as common outdoor open space. Open space calculations must be shown on the Sketch Plan and final subdivision plat. Common outdoor open space shall mean areas accessible to all residents of the development. Common outdoor open space can include passive or active recreation areas, pathways, swimming pools, and open areas for congregating, per Article II definition. 10% of net usable area allocated as common open space shall be greenspace. The implementation of a conservation easement is strongly encouraged.

~~A homeowners association or some other entity acceptable to the administrator must be created to maintain the amenities and open space in good condition.~~

*[5.8.8] Sidewalk requirement.*

Streets in the R-6 zoning district shall have sidewalks with a minimum five (5) foot width on any side of any street that contains houses. A tree no less than two inches dbh must be planted at a rate of one for every two houses between the sidewalk and the street.

*[5.8.9] Parking requirements.*

Two off street parking spaces shall be provided for each single-family dwelling.

These spaces can be in a garage, carport, or driveway accessed from the front or rear of the parcel.

#### 5.8.10 Density Bonus Standards

A request for a density bonus shall be applied for at the time of a zoning request or ~~development~~ Sketch Plan application, whichever is first. A pre-application meeting with Development Services is required, and the development review team will evaluate the scores for all submissions.

A density bonus may be applied if the following design elements are included:

a. Proximity to schools, public parks or facilities, and retail/commercial development.

b. Exterior finished material shall be constructed with a combination of clay masonry brick, natural stone including granite, marble, sandstone, field stone or other similar natural stone, manufactured stone including imitation field stone, marble terrazzo, and other similar manufactured finish stone; wood, traditional three coat stucco, vinyl lap or other materials of like appearance.

~~cb.~~ Buildings shall utilize ~~at least two (2) of the following~~ design features from the following list, totaling at least four (4) points, to provide visual relief along the front of the dwelling unit. Unless otherwise specified, features are worth one (1) point:

1. Dormers (functional or false)
2. Gables
3. Recessed entries
4. Covered front porches, at least six (6) feet in depth (2)
5. Pillars or posts
6. Two or more brick masonry ~~pattern~~ bond treatments
7. Side loaded garage or carport (3)
8. Bay windows (minimum 24-inch projection)
9. Multi-season porch or sunroom on rear of house (3)

de. The garage shall not occupy more than 40% of the total building façade.

ed. At least 20% of the wall space of the front façade shall be windows and doors. Windows shall be provided with trim. Windows shall be provided with architectural surround at the jamb.

fe. The minimum roof overhang shall be twelve (12) inches, exclusive of porches and patios.

gf. The minimum landscaping shall be as follows:

1. (2) Large Trees (one in the front yard, one in the rear yard)

Mature size = 40'-60'

Planted size = 2"cal.

2. (2) Small Trees (one in the front yard, one in the rear yard)

Mature size = 15'-40'

Planted size = 2"cal.

3. (4) Large Shrubs (near foundation; 25% in rear yard)

Mature size = 5'-8'

Planted size = 30"

4. (8) Small Shrubs (near foundation; 25% in rear yard)

Mature size = 2'-4'

Planted size = 20"

h. Once approved, the developer must enter into a written development agreement with the county, delineating the developer's and the county's respective responsibilities for utilities, and transportation network improvements.

#### 5.8.11 Application Procedure

Applicant shall submit the following documentation:

- a. A completed Density Bonus Program submittal form and checklist
- b. A proposed subdivision concept plan showing the lots and road configuration. If applying with sketch plan, submittal must meet all requirements of Sec. 5.1 Sketch Plan.
- c. A timeline delineating when the development will begin and estimated time of completion;
- d. Exhibits and descriptions of materials that clearly demonstrate the intent of the developer to meet the requirements of Sec.5.8.10 Density Bonus Standards.

## Staff Report

**Subject:** Approval of Change Order #1 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads

**Author:** Alison Bruton, Purchasing Agent

**Department:** Public Works

**Meeting Date:** October 4, 2022

**Item Description:** Change Order #1 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads

**Summary Recommendation:** Staff recommends approval of Change Order #1 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads

### Executive Summary/Background:

- In June of 2022, the Board approved Contract 22-25-008-1 with Ranger Construction for the FDRE of Ash Roads. After negotiation with Ranger, they were able to reduce their bid price; however, the Board approved the higher contract amount to maintain a contingency amount in case of future change orders.
  - Ranger's update bid total: \$7,732,907.55
  - Approved Contract amount: \$8,212,552.00
  - Contingency amount: \$479,644.45
- Ranger Construction has submitted four (4) change order requests for various parts of the project which have been reviewed by Roberts Civil Engineering.
  - Change Order Request 1 = \$30,192.00 to Clean and Video existing cross drain pipes on streets in contract
  - Change Order Request 2 = **(-\$39,792.68)** for a Change of Scope to Scuffletown
  - Change Order Request 3 = \$305,822.72 to Increase limits on Old Dixie Highway up to Ardmore Oakey Road
  - Change Order Request 4 = \$854,655.00 for a Change of Scope to Corinth Church Road
- The total for the request is \$1,150,877.04; however, with the contingency already included in the contract price, the total will only increase by \$671,232.59, bringing the new contract total to \$8,883,784.59.
- These requests have been reviewed by staff and Roberts Civil Engineering and approval is recommended.

### Alternatives for Commission to Consider

1. Approval of Change Order #1 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads for a new contract total of \$8,883,784.59
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Purchasing, County Manager

**Funding Source:** TSPLOST

**Attachments:** Ranger Agreement and Change Order Form with Documentation



**AGREEMENT 22-25-008-1**  
**BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and  
\_\_\_\_\_Ranger Construction Industries, Inc.\_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

Full Depth Reclamation with Emulsion (FDRE) of the top six (6”) inches of existing road surface and base material on approximately twenty- two (22) miles of prescribed project roads in Effingham County, Georgia, and related driving surface, signage, and drainage improvements.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **ITB 22-25-008 - Full Depth Reclamation of Ash Roads**

**ARTICLE 2 – OWNER’S REPRESENTATIVES**

- 2.01 The Effingham County Contract Technical Representative and Project Manager for this Project shall be Roberts Civil Engineering (RCE). Following the issuance of the Notice to Proceed, RCE will be the main point of contact for the Contractor, and shall advise the County Contract Administrator on issues related to the performance of the Contractor’s work. The RCE Project Manager for this Project shall be Mr. Rip Graham.
- 2.02 The Effingham County Contract Administrator for this Project shall be Mr. Eric Larson. Mr. Larson will act on behalf of the Effingham County Board of Commissioners.

**ARTICLE 3 – CONTRACT TIMES**

3.01 Time of the Essence

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

- 3.02 Contractor shall engage immediately upon receipt of the NTP, to submit the specified Submittals within seven (7) calendar days of NTP receipt, to conduct the Pre Construction Personnel Training (PPT) within fourteen (14) calendar days of NTP receipt, and to commence physical work on the first road within twenty- one (21) calendar days of NTP receipt.
- 3.03 The Work will be completed within one hundred fifty- two (152) calendar days of NTP receipt.



## ARTICLE 4 – LIQUIDATED DAMAGES

- 4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$500** for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

## ARTICLE 5 – CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

Estimated quantities provided by the Owner for bidding purposes are not guaranteed, and payment for Unit Price elements will be based upon the agreed- upon Unit Price times the documented and verified quantities actually provided. Unit Price shall be used as the basis for calculating the value of additive or deductive changes in Scope. Unit Price shall include, but not be limited to, Labor (Salaried and Hourly, Field and Office), Benefits, Materials, Tools, Equipment, Travel Expense, Material and Equipment Delivery, Construction Materials Testing, Permits, Insurance, Taxes (other than Sales Tax), Bonds, Field Overhead, Office Overhead, and Profit. Unit Price shall exclude the cost of Sales Tax, as this Project is Sales Tax exempt.

**Contract maximum value shall not exceed \$8,212,552.00.**

The following list of roads shall be completed in the following order until available funds are expended:

- 1) Scuffletown Road
- 2) Courthouse Road Ext. (with Alternate Bid)
- 3) Corinth Church Road
- 4) Old Dixie Highway
- 5) Mt. Pleasant Road
- 6) Old Augusta Road 1
- 7) Archer Road
- ~~8) Old August Road 2~~
- ~~9) Whitaker Road~~
- ~~10) Floyd Avenue~~
- ~~11) Clark Road~~
- ~~12) Bethany Road~~
- ~~13) Bird Road~~

**THIS SECTION INTENTIONALLY LEFT BLANK**

## BID PROPOSAL

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
<b>Archer Rd.</b>					
20	Submittals	1.000	LS	825.00	825.00
30	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
40	Traffic and Safety Control	1.000	LS	27,500.00	27,500.00
50	Mobilization and Demobilization	1.000	LS	64,000.00	64,000.00
60	18" RCP Driveway drain (LF)	16.000	LF	187.70	3,003.20
70	6" FDR Treatment Mix 1	13,222.000	SY	6.25	82,637.50
80	FDR Emulsion Mix 1 (3.4 gal/SY)	45,854.000	GAL	5.85	268,245.90
90	Construction Material Testing (CMT) and Quality Co	1.000	LS	8,810.00	8,810.00
100	MC-70 Bituminous Primer with Sand	13,222.000	SY	1.25	16,527.50
110	Double Surface Treatment w/ #7, 89 and sand seal (	12,618.000	SY	8.45	106,622.10
120	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
130	Shoulder Clipping and Grading	1.500	AC	3,200.00	4,800.00
140	5" Solid Traffic Stripe-Yellow (High Build)	5,432.000	LF	0.70	3,802.40
150	5" Solid Traffic Stripe- White (High Build)	10,864.000	LF	0.70	7,604.80
160	5" Skip Traffic Stripe- Yellow (High Build)	5,432.000	GLF	0.80	4,345.60
170	24" Stop Bar (High Build)	2.000	EA	60.00	120.00
180	Turf Establishment	1.500	AC	6,500.00	9,750.00
190	Temporary Grassing	1.500	AC	2,500.00	3,750.00
200	Stop Sign to include post	2.000	EA	250.00	500.00
210	Speed Limit Sign to include post	2.000	EA	250.00	500.00
220	Sanitary Facilities	1.000	LS	180.00	180.00
230	Removal of Unsuitable Subgrade	23.000	CY	49.95	1,148.85
240	Remove and Dispose of Fly Ash Subbase	5.000	CY	210.00	1,050.00
250	Imported Structural Fill	23.000	CY	38.60	887.80
260	Flush Driveway Pipes	1.000	EA	3,200.00	3,200.00
270	Property Protection	1.000	LS	2,670.00	2,670.00
275	CONCRETE DRIVEWAY	184.000	SY	135.00	24,840.00
	<b>Archer Total</b>				<b>\$652,350.65</b>
<b>Corinth Church Rd.</b>					
1360	Submittals	1.000	LS	825.00	825.00
1370	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
40	Traffic and Safety Control	1.000	LS	98,650.00	98,650.00

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## BID PROPOSAL

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
1390	Mobilization and Demobilization	1.000	LS	170,000.00	170,000.00
1400	24" RCP Cross Drain (LF)	528.000	LF	209.00	110,352.00
1410	18" RCP Driveway drain (LF)	656.000	LF	167.20	109,683.20
1420	6" FDR Treatment Mix 2	50,910.000	SY	6.25	318,187.50
1430	FDR Emulsion Mix 2 (3.7 gal/SY)	192,134.000	GAL	6.15	1,181,624.10
1440	Construction Material Testing (CMT) and Quality Co	1.000	LS	33,900.00	33,900.00
1450	MC-70 Bituminous Primer with Sand	50,910.000	SY	1.25	63,637.50
1455	Double Surface Treatment w/ #7, 89 and sand seal (	48,509.000	SY	8.45	409,901.05
1480	Cut New Ditch (to include hauling and removal of	47.000	CY	60.00	2,820.00
1490	Deepen Existing Ditch (to include hauling and rem	52.000	CY	60.00	3,120.00
1500	Clear/Mow Ditches	1.000	LS	13,300.00	13,300.00
1510	Tree/stump Removal	3.000	EA	5,000.00	15,000.00
1520	Shoulder Clipping and Grading	5.950	AC	3,200.00	19,040.00
1530	5" Solid Traffic Stripe- Yellow (High Build)	21,609.000	LF	0.70	15,126.30
1540	5" Solid Traffic Stripe- White (High Build)	43,218.000	LF	0.70	30,252.60
1550	5" Skip Traffic Stripe- Yellow (High Build)	21,609.000	GLF	0.80	17,287.20
1560	24" Stop Bar (High Build)	2.000	EA	60.00	120.00
1570	Turf Establishment	5.950	AC	6,500.00	38,675.00
1580	Temporary Grassing	5.950	AC	2,500.00	14,875.00
1590	Stop Sign to include post	2.000	EA	250.00	500.00
1600	Speed Limit Sign to include post	4.000	EA	250.00	1,000.00
1610	Sanitary Facilities	1.000	LS	180.00	180.00
1620	Removal of Unsuitable Subgrade	93.000	CY	49.90	4,640.70
1630	Remove and Dispose of Fly Ash Subbase	20.000	CY	210.00	4,200.00
1640	Imported Structural Fill	93.000	CY	38.60	3,589.80
1650	Flush Driveway Pipes	41.000	EA	800.00	32,800.00
1660	Property Protection	1.000	LS	6,000.00	6,000.00
1665	CONCRETE DRIVEWAY	1.000	SY	150.00	150.00
	<b>Corinth Church Total</b>				<b>\$2,721,136.95</b>
<b>Courthouse Rd.</b>					
1720	Submittals	1.000	LS	825.00	825.00
1730	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
1740	Traffic and Safety Control	1.000	LS	24,800.00	24,800.00

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## BID PROPOSAL

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
1750	Mobilization and Demobilization	1.000	LS	61,000.00	61,000.00
1760	6" FDR Treatment Mix 1	16,402.000	SY	6.25	102,512.50
1770	FDR Emulsion Mix 1 (3.4 gal/SY)	56,884.000	GAL	5.85	332,771.40
1780	MC-70 Bituminous Primer with Sand	16,402.000	SY	1.25	20,502.50
1790	Single Surface Treatment (Chip Seal), stone size #	15,641.000	SY	3.45	53,961.45
1800	2" Asphalt Surface Course 12.5 mm Superpave	1,720.000	TN	200.00	344,000.00
1810	Clear/Mow Ditches	1.000	LS	4,330.00	4,330.00
1820	Shoulder Clipping and Grading	1.890	AC	3,200.00	6,048.00
1830	5" Solid Traffic Stripe- Yellow (High Build)	6,857.000	LF	0.70	4,799.90
1840	5" Solid Traffic Stripe- White (High Build)	13,714.000	LF	0.70	9,599.80
1850	5" Skip Traffic Stripe- Yellow (High Build)	6,857.000	GLF	0.80	5,485.60
1860	24" Stop Bar (High Build)	2.000	EA	60.00	120.00
1870	Turf Establishment	1.890	AC	6,500.00	12,285.00
1880	Temporary Grassing	1.890	AC	2,500.00	4,725.00
1890	Stop Sign to include post	2.000	EA	250.00	500.00
1900	Speed Limit Sign to include post	2.000	EA	250.00	500.00
1910	Sanitary Facilities	1.000	LS	180.00	180.00
1920	Removal of Unsuitable Subgrade	29.000	CY	49.90	1,447.10
1930	Remove and Dispose of Fly Ash Subbase	6.000	CY	210.00	1,260.00
1940	Imported Structural Fill	29.000	CY	38.60	1,119.40
1950	Property Protection	1.000	LS	2,670.00	2,670.00
1955	CONCRETE DRIVEWAY	56.000	SY	150.00	8,400.00
	<b>Courthouse Total</b>				<b>\$1,005,542.65</b>
<b>Mt. Pleasant Rd.</b>					
2350	Submittals	1.000	LS	825.00	825.00
2360	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
2370	Traffic and Safety Control	1.000	LS	41,900.00	41,900.00
2380	Mobilization and Demobilization	1.000	LS	75,000.00	75,000.00
2390	18" RCP Driveway drain (LF)	780.000	LF	168.00	131,040.00
2400	6" FDR Treatment Mix 1	20,921.000	SY	6.25	130,756.25
2410	FDR Emulsion Mix 1 (3.4 gal/SY)	72,555.000	GAL	5.85	424,446.75
2420	Construction Material Testing (CMT) and Quality Co	1.000	LS	13,900.00	13,900.00
0	MC-70 Bituminous Primer with Sand	20,921.000	SY	1.25	26,151.25

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## BID PROPOSAL

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
2440	Double Surface Treatment w/ #7, 89 and sand seal (	19,941.000	SY	8.45	168,501.45
2450	Cut New Ditch (to include hauling and removal of	48.000	CY	60.00	2,880.00
2460	Deepen Existing Ditch (to include hauling and rem	17.000	CY	60.00	1,020.00
2470	Clear/Mow Ditches	1.000	LS	5,000.00	5,000.00
2480	Shoulder Clipping and Grading	2.430	AC	3,200.00	7,776.00
2490	5" Solid Traffic Stripe- Yellow (High Build)	8,827.000	LF	0.70	6,178.90
2500	5" Solid Traffic Stripe- White (High Build)	17,654.000	LF	0.70	12,357.80
2510	5" Skip Traffic Stripe- Yellow (High Build)	8,827.000	GLF	0.80	7,061.60
2520	24" Stop Bar (High Build)	1.000	EA	60.00	60.00
2530	Turf Establishment	2.430	AC	6,500.00	15,795.00
2540	Temporary Grassing	2.430	AC	2,500.00	6,075.00
2550	Stop Sign to include post	1.000	EA	250.00	250.00
2560	Speed Limit Sign to include post	2.000	EA	250.00	500.00
2570	Sanitary Facilities	1.000	LS	180.00	180.00
2580	Removal of Unsuitable Subgrade	38.000	CY	49.90	1,896.20
2590	Remove and Dispose of Fly Ash Subbase	8.000	CY	210.00	1,680.00
2600	Imported Structural Fill	38.000	CY	38.60	1,466.80
2610	Flush Driveway Pipes	48.800	EA	800.00	39,040.00
2620	Property Protection	1.000	LS	2,670.00	2,670.00
2625	CONCRETE DRIVEWAY	1.000	SY	150.00	150.00
	<b>Mt. Pleasant</b>				<b>\$1,126,258.00</b>
<b>Old August 1</b>					
2680	Submittals	1.000	LS	825.00	825.00
2690	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
2700	Traffic and Safety Control	1.000	LS	18,000.00	18,000.00
2710	Mobilization and Demobilization	1.000	LS	37,000.00	37,000.00
2720	24" RCP Cross Drain (LF)	216.000	LF	217.60	47,001.60
2730	18" RCP Driveway drain (LF)	56.000	LF	182.40	10,214.40
2740	6" FDR Treatment Mix 1	9,050.000	SY	6.25	56,562.50
2750	FDR Emulsion Mix 1 (3.4 gal/SY)	31,384.000	GAL	5.85	183,596.40
2760	Construction Material Testing (CMT) and Quality Co	1.000	LS	6,030.00	6,030.00
2770	MC-70 Bituminous Primer with Sand	9,050.000	SY	1.25	11,312.50
2780	Double Surface Treatment w/ #7, 89 and sand seal (	8,624.000	SY	8.45	72,872.80
43					

Item IX. 5.

## BID PROPOSAL

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
2790	Cut New Ditch (to include hauling and removal of	43.000	CY	60.00	2,580.00
2800	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
2810	Shoulder Clipping and Grading	1.060	AC	3,200.00	3,392.00
2820	5" Solid Traffic Stripe- Yellow (High Build)	3,832.000	LF	0.70	2,682.40
2830	5" Solid Traffic Stripe- White (High Build)	7,664.000	LF	0.70	5,364.80
2840	5" Skip Traffic Stripe- Yellow (High Build)	3,832.000	GLF	0.80	3,065.60
2850	24" Stop Bar (High Build)	1.000	EA	60.00	60.00
2860	Turf Establishment	1.060	AC	6,500.00	6,890.00
2870	Temporary Grassing	1.060	AC	2,500.00	2,650.00
2880	Stop Sign to include post	1.000	EA	250.00	250.00
2890	Speed Limit Sign to include post	2.000	EA	250.00	500.00
2900	Sanitary Facilities	1.000	LS	180.00	180.00
2910	Removal of Unsuitable Subgrade	16.000	CY	49.90	798.40
2920	Remove and Dispose of Fly Ash Subbase	4.000	CY	210.00	840.00
2930	Imported Structural Fill	16.000	CY	38.70	619.20
2940	Flush Driveway Pipes	3.500	EA	914.50	3,200.75
2950	Property Protection	1.000	LS	2,670.00	2,670.00
	<b>Old August 1 Total</b>				<b>\$484,188.35</b>
<b>Old Dixie Rd.</b>					
3350	Submittals	1.000	LS	825.00	825.00
3360	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
3370	Traffic and Safety Control	1.000	LS	24,750.00	24,750.00
3380	Mobilization and Demobilization	1.000	LS	38,000.00	38,000.00
3390	24" RCP Cross Drain (LF)	288.000	LF	210.90	60,739.20
3400	18" RCP Driveway drain (LF)	168.000	LF	182.50	30,660.00
3410	6" FDR Treatment Mix 1	17,022.000	SY	6.25	106,387.50
3420	FDR Emulsion Mix 1 (3.4 gal/SY)	59,033.000	GAL	5.85	345,343.05
3430	Construction Material Testing (CMT) and Quality Co	1.000	LS	11,300.00	11,300.00
3440	MC-70 Bituminous Primer with Sand	17,022.000	SY	1.25	21,277.50
3450	Double Surface Treatment w/ #7, 89 and sand seal (	16,350.000	SY	8.45	138,157.50
3460	Cut New Ditch (to include hauling and removal of	83.000	CY	60.00	4,980.00
3470	Deepen Existing Ditch (to include hauling and rem	33.000	CY	60.00	1,980.00
	Clear/Mow Ditches	1.000	LS	4,000.00	4,000.00

Item IX. 5.



## BID PROPOSAL

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
3490	Tree/stump Removal	25.000	EA	5,000.00	125,000.00
3500	Shoulder Clipping and Grading	1.670	AC	3,200.00	5,344.00
3510	5" Solid Traffic Stripe- Yellow (High Build)	6,046.000	LF	0.70	4,232.20
3520	5" Solid Traffic Stripe- White (High Build)	12,092.000	LF	0.70	8,464.40
3530	5" Skip Traffic Stripe- Yellow (High Build)	6,046.000	GLF	0.80	4,836.80
3540	Turf Establishment	1.670	AC	6,500.00	10,855.00
3550	Temporary Grassing	1.670	AC	2,500.00	4,175.00
3560	Speed Limit Sign to include post	2.000	EA	250.00	500.00
3570	Sanitary Facilities	1.000	LS	180.00	180.00
3580	Removal of Unsuitable Subgrade	26.000	CY	49.90	1,297.40
3590	Remove and Dispose of Fly Ash Subbase	6.000	CY	210.00	1,260.00
3600	Imported Structural Fill	26.000	CY	38.60	1,003.60
3610	Flush Driveway Pipes	10.500	EA	929.50	9,759.75
3620	Property Protection	1.000	LS	2,670.00	2,670.00
3625	CONCRETE DRIVEWAY	16.000	SY	150.00	2,400.00
	<b>Old Dixie Base Total</b>				<b>\$972,077.90</b>
<b>Scuffletown Rd.</b>					
3680	Submittals	1.000	LS	825.00	825.00
3690	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
3700	Traffic and Safety Control	1.000	LS	24,750.00	24,750.00
3710	Mobilization and Demobilization	1.000	LS	61,000.00	61,000.00
3720	18" RCP Driveway drain (LF)	688.000	LF	171.60	118,060.80
3730	6" FDR Treatment Mix 1	11,478.000	SY	6.25	71,737.50
3740	FDR Emulsion Mix 1 (3.4 gal/SY)	39,805.000	GAL	5.85	232,859.25
3750	Construction Material Testing (CMT) and Quality Co	1.000	LS	7,650.00	7,650.00
3760	MC-70 Bituminous Primer with Sand	11,478.000	SY	1.25	14,347.50
3770	Double Surface Treatment w/ #7, 89 and sand seal (	10,950.000	SY	8.45	92,527.50
3780	Cut New Ditch (to include hauling and removal of	244.000	CY	60.00	14,640.00
3790	Deepen Existing Ditch (to include hauling and rem	13.000	CY	60.00	780.00
3800	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
3810	Shoulder Clipping and Grading	1.310	AC	3,200.00	4,192.00
3820	5" Solid Traffic Stripe-Yellow (High Build)	4,750.000	LF	0.70	3,325.00
3830	5" Solid Traffic Stripe- White (High Build)	9,500.000	LF	0.70	6,650.00

Item IX. 5.

**BID PROPOSAL**

<b>Bid Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Bid Total</b>
3840	5" Skip Traffic Stripe- Yellow (High Build)	4,750.000	GLF	0.80	3,800.00
3850	24" Stop Bar (High Build)	2.000	EA	60.00	120.00
3860	Turf Establishment	1.310	AC	18,650.00	24,431.50
3870	Temporary Grassing	1.310	AC	2,500.00	3,275.00
3880	Stop Sign to include post	2.000	EA	250.00	500.00
3890	Speed Limit Sign to include post	2.000	EA	250.00	500.00
3900	Sanitary Facilities	1.000	LS	180.00	180.00
3910	Removal of Unsuitable Subgrade	20.000	CY	49.90	998.00
3920	Remove and Dispose of Fly Ash Subbase	4.000	CY	210.00	840.00
3930	Imported Structural Fill	20.000	CY	38.60	772.00
3940	Flush Driveway Pipes	43.000	EA	930.00	39,990.00
3950	Property Protection	1.000	LS	2,670.00	2,670.00
3955	CONCRETE DRIVEWAY	259.000	SY	135.00	34,965.00
	<b>Scuffletown Total</b>				<b>\$771,416.05</b>
	<b>Bid Total</b>				<b>\$7,732,970.55</b>



## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Section 1.30 of the General Conditions. Applications for Payment will be processed by A/E as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below as long as the pay request is received by the 1st of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as A/E may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.
    - a. 90 percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the A/E, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the A/E. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and
    - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine and less 150 percent of A/E's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

### 6.03 *Final Payment*

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

## ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Section 1.30 of The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of 1 percent per annum.

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - F. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.
  - G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 9 – COUNTY’S RIGHT TO SUSPEND OR TERMINATE WORK**

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

- B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.
- C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.
- D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.
- E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.
- F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

## ARTICLE 10 – INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or

indemnification, for injuries to or death of any person or persons, or damage to the property or rights of any person or persons caused by the negligence of the CONTRACTOR or its subcontractors.

The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them.

The CONTRACTOR'S obligation to indemnify the County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

## **ARTICLE 11 – INDEPENDENT CONTRACTOR**

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

## **ARTICLE 12 – CONTRACT DOCUMENTS**

### **12.01 Contents**

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 18, inclusive).
2. General Conditions (pages 1 to 7, inclusive).
3. Supplemental Conditions (pages 1 to 2 inclusive).
4. Specifications as listed in the table of contents of the Project Manual.
5. Addenda (numbers 1 to 1, inclusive).

6. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 1 to 7 inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages 1 to 1, inclusive).
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 

A Field Order;

  1. A/E's approval of a Shop Drawing or Sample; or
  2. A/E's written interpretation or clarification.

## ARTICLE 13 – MISCELLANEOUS

### 13.01 *Terms*

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

### 13.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.



### 13.03 *Successors and Assigns*

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

### 13.04 *Severability*

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

### 13.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

This Agreement will be effective on June 21, 2022 (which is the Effective Date of the Agreement).

## COUNTY:

Effingham County Board of Commissioners

By: Wesley M. Carrott

Title: Chairman

Attest: S. Johnson

Title: County Clerk

Address for giving notices:

804 S. Laurel Street

Springfield, GA 31329

## CONTRACTOR:

Ranger Construction Ind., Inc.By: [Signature]

Title: Vice President

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

Attest: [Signature]

Title: Assistant Secretary

Address for giving notices:

1200 Elboc WayWinter Garden, FL 34787

## NOTICE TO PROCEED

TO: RANGER CONSTRUCTION  
 RE: NOTICE TO PROCEED – CONSTRUCTION

## ITB 22-25-008 - Full Depth Reclamation of Ash Roads

Please consider this your NOTICE TO PROCEED (NTP) on the above referenced project. In accordance with the terms of the contract, Contractor shall engage immediately upon receipt of the NTP, to submit the specified Submittals within seven (7) calendar days of NTP receipt, to conduct the PreConstruction Personnel Training (PPT) within fourteen (14) calendar days of NTP receipt, to commence physical work on the first road within twenty- one (21) calendar days of NTP receipt, and to complete the work within one hundred fifty- two (152) calendar days of NTP receipt. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as “liquated” damages in an amount equal to \$500.00 per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this 21<sup>st</sup> day of June, 2022

Effingham County Board of Commissioners

Wesley M. Corblitt  
 Wesley Corblitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor, Ranger Construction Ind., Inc.  
 By [Signature]  
 Title, Vice President

Date of Acceptance: 06/29/2022



# Change Order # 1

Project: 22-25-008-1 – FDRE of Ash Roads

Contract Date: June 21, 2022

Change Order Effective Date: October 4, 2022

Change Order Issued to: Ranger Construction Industries, Inc.  
1200 Elboc Way  
Winter Garden, FL 34787

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

ITEM NO.	DESCRIPTION	Total
1	Change Order Request 1	\$30,192.00
	-Clean and Video existing cross drain pipes on streets in contract	
2	Change Order Request 2	<span style="color: red;">(-\$39,792.68)</span>
	-Change of Scope to Scuffletown	
3	Change Order Request 3	\$305,822.72
	-Increase limits on Old Dixie Highway up to Ardmore Oakey Road	
4	Change Order Request 4	\$854,655.00
	-Change of Scope to Corinth Church Road	
	Total Change Order Request-	\$1,150,877.04
	*Contract included \$479,644.45 buffer- this will be deducted from the overall Change Order price	<span style="color: red;">(-\$479,644.45)</span>
	<b>TOTAL</b>	<b>\$671,232.59</b>

The original Contract Sum was.....\$ 8,212,552.00

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

The Contract Sum prior to this Change Order was.....\$ 8,212,552.00

The Contract Sum will be increased by this Change Order.....\$ 671,232.59

The new Contract Sum including this Change Order will be.....\$ 8,883,784.59

The Contract Time will be increased by 0 days

The Time allowed for completion is therefore 11/27/2022

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

Contractor  
 Ranger Construction Industries, Inc.  
 1200 Elboc Way  
 Winter Garden, FL 34787

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

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

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

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



September 13, 2022

Effingham County Board of Commissioners  
804 S. Laurel Street  
Springfield, GA 31329  
C/O Roberts Civil Engineering  
Mr. R.M "Rip" Graham

RE: Effingham County Full Depth Reclamation  
ITB No: 22-25-008 Change Order Request No. 1

Cleaning and Videoing of Cross Drains on Various Streets

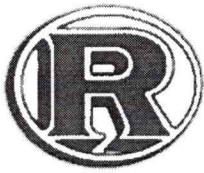
Rip,

Per our previous discussion and subsequent email agreement, Ranger Construction Industries, is requesting a Change Order to the contract for Cleaning and Videoing the existing Cross Drain Pipes on the streets listed in the above contract.

The total cost for this additional work will be \$ 30,192.00, and when complete, Ranger will furnish a video of the Cross Drain Pipes for review by the County to assist in their determination of any necessary remedial repair work.

Thank You,

Melody A Dearborn  
Project Manager



**Ranger**  
Construction

September 13, 2022

Effingham County Board of Commissioners  
804 S. Laurel Street  
Springfield, GA 31329  
C/O Roberts Civil Engineering  
Mr. R.M "Rip" Graham

RE: Effingham County Full Depth Reclamation  
ITB No: 22-25-008 Change Order Request No. 2

Scuffletown

Rip,

Per our July and August email chain, Ranger Construction Industries, is requesting a Change Order to the contract for Scuffletown Road for the following work:

Delete the following:

Upper Road FDR = 6242 SY @ \$ 6.25 = \$39,012.50  
Upper Road Emulsion= 21,222.80 GAL @ \$ 5.85 = \$ 124,153.38  
Upper Road Dbl Chip Seal= 5944 SY @ \$ 8.45 = \$ 50,226.80

Total Deduct = \$ 213,392.68

Add the following:

Lower Road Asphalt Paving 1.5" SP 12.5 C = 4589 SY = 378 Tn @ \$200/TN= \$75,600.00  
Upper Road Asphalt Paving 1.5" SP 12.5 C= 5944 SY = 490 Tn @ \$200/TN = \$ 98,000.00

Total Add = \$ 173,600.00

Total Change Order No. 2 = Deduct \$ 39,792.68

This will delete all the FDR with Emulsion as well as Double Chip Seal on the Upper part of Scuffletown where the road is not in need of FDR and keeps the FDR with Emulsion and Double Chip Seal on the Lower portion of Scuffletown, and allows for an Asphalt Overlay of 1.5" on the entire roadway (Upper and Lower)

Thank You,

Melody A Dearborn  
Project Manager

1200 Elboc Way, Winter Garden, Florida 34787 – Phone (407) 656-9255, Fax (407) 656-3188



**Ranger**  
Construction

September 13, 2022

Effingham County Board of Commissioners  
804 S. Laurel Street  
Springfield, GA 31329  
C/O Roberts Civil Engineering  
Mr. R.M "Rip" Graham

RE: Effingham County Full Depth Reclamation  
ITB No: 22-25-008 Change Order Request No. 3

Old Dixie Highway

Rip,

Per our email September 12, 2022, Ranger Construction Industries, is requesting a Change Order to the contract to extend the limits on Old Dixie Highway to Ardmore Oakey Road, increasing the FDR Treatment, Emulsion, Prime and Sand and Double Chip Seal:

Add the following:

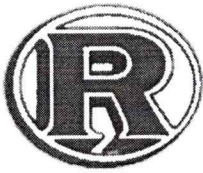
8533 SY FDR Treatment @ \$ 6.25/SY = \$ 53,331.25  
29,012.20 Gal Emulsion @ \$ 5.85/GAL = \$ 169,721.37  
8533 SY Prime and Sand @ \$ 1.25/SY = \$ 10,666.25  
8533 SY Double Chip Seal @ \$ 8.45/SY = \$ 72,103.85

Total Change Order Add = \$ 305,822.72

Per direction we are currently proceeding with this work.

Thank You,

Melody A Dearborn  
Project Manager



**Ranger**  
Construction

September 21, 2022

Effingham County Board of Commissioners  
804 S. Laurel Street  
Springfield, GA 31329  
C/O Roberts Civil Engineering  
Mr. R.M "Rip" Graham

RE: Effingham County Full Depth Reclamation  
ITB No: 22-25-008 Change Order Request No. 4

Corinth Church Road

Rip,

Per the email dated September 12, 2022, Ranger Construction Industries, is requesting a Change Order to the contract to Delete the Double Chip Seal on the above Roadway and replace it with Single Chip Seal and 2" SP 12.5 C Asphalt Paving. Please see below for cost breakdown:

Delete the following:

48,509 SY Double Surface Treatment @ \$8.45/SY = \$ 409,901.05

Add the following:

48,509 SY Single Surface Treatment @ \$ 3.45/SY = \$ 167,356.05

5,336 TN Asphalt Paving 2" SP 12.5 C (1 lift) @ \$200.00/TN = \$ 1,067,200.00  
1 LS Asphalt Paving Mob \$ 30,000.00 (.03%)

Total Change Order add : \$ 854,655.00

Please let us know as soon as you can, so we can re-direct the Chip Seal Sub.

Thank You,

Melody A Dearborn  
Project Manager



**Staff Report**

**Subject:** Approval of Change order #5 for Marsh Construction for Fire Station #15

**Author:** Alison Bruton, Purchasing Agent

**Department:** Fire Department

**Meeting Date:** October 4, 2022

**Item Description:** Change order #5 for Marsh Construction for Fire Station #15

**Summary Recommendation:** After conversations with Chief Hodges, staff is requesting approval of Change Order #5 from Marsh Construction to add a 2" water line to the building to be able to fill the fire trucks. The CO includes the water line, backflow preventer, meter assembly, and fill station.

**Executive Summary/Background:**

- Marsh Construction original contract is \$215,097.34.
- Cost added to Marsh for previous change orders is \$773,554.12.
- This change order total is \$14,307.16.
- New contract amount with Marsh Construction, including this change order is \$1,002,948.62.

**Alternatives for Commission to Consider**

1 - Approve change order #5 to Marsh Construction in the amount of \$14,307.16

2 – Take no action / Deny

**Recommended Alternative:** Alternative 1

**Other Alternatives:** Alternative 2

**Department Review:** Engineering, Finance, Fire Department

**Funding Source:** SPLOST.

**Attachments:**

1. Cost proposal from Marsh Construction
2. Change Order 5

# Change Order # 5

Project: ITB 21-55-001A - Hodgeville Fire Station #15

Contract Date: October 6, 2020

Change Order Effective Date: October 4, 2022

Change Order Issued to: Marsh Construction  
PO Box 372  
Statesboro, Georgia 30459

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

ITEM NO.	DESCRIPTION	UNIT	BID QTY	Unit Price	Total
1	2" Water Line	LF	200	\$ 13.65	\$ 2,730.00
2	2" Backflow	EA	1	\$ 4,494.09	\$ 4,494.09
3	2" Meter Assembly	EA	1	\$ 2,492.73	\$ 2,492.73
4	2" Fill Station with FDC Connection & Insulated Enclosure	EA	1	\$ 2,724.19	\$ 2,724.19
5	Profit/Overhead	LS	1	\$ 1,866.15	\$1,866.15

The original Contract Sum was.....\$ 215,097.34

Net change by previously authorized Change Orders.....\$ 773,554.12

The Contract Sum prior to this Change Order was.....\$ 988,641.46

The Contract Sum will be increased by this Change Order.....\$ 14,307.16

The new Contract Sum including this Change Order will be.....\$ 1,002,948.62

The Contract Time will be increased by **(pending)** days

The Date allowed for completion is therefore **(pending)**

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

Contractor  
 Marsh Construction  
 PO Box 372  
 Statesboro, GA 30459

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

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

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

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



*Item IX. 6.*

912-682-8678      912-682-9902

[jasondunn-marshconstructionservices@outlook.com@outlook.com](mailto:jasondunn-marshconstructionservices@outlook.com@outlook.com)

QUANTITY	SAVANNAH MATERIAL PRICING	UNIT	UNIT PRICE	AMOUNT
200	2" WATER LINE	LF	\$13.65	\$2,730.00
1	2" BACKLOW	EA	\$4,494.09	\$4,494.09
1	2" METER ASSEMBLY	EA	\$2,492.73	\$2,492.73
1	2" FILL STATION w/FDC CONNECTION & INSULATED ENCLOSURE	EA	\$2,724.19	\$2,724.19
15.00%	PROFIT & OVERHEAD	LS	\$12,441.01	\$1,866.15
			SUBTOTAL	\$14,307.16
			TAX RATE	0.00%
			SALES TAX	
			OTHER	
			TOTAL	\$14,307.16

**Sign Here to Accept Change Order:**

Date \_\_\_\_\_



## Staff Report

**Subject:** Approval of Change Order #1 for Task Order 22-003 with Pond & Company for addition of the Atlas Sand Mine Site

**Author:** Alison Bruton, Purchasing Agent

**Department:** Parks & Landscaping

**Meeting Date:** October 4, 2022

**Item Description:** Change Order #1 for Task Order 22-003 with Pond & Company for addition of the Atlas Sand Mine Site

**Summary Recommendation:** Staff recommends Approval of Change Order #1 for Task Order 22-003 with Pond & Company for addition of the Atlas Sand Mine Site

### Executive Summary/Background:

- During a meeting with Pond to review the Parks Masterplan, staff requested them review the Atlas Sand Mine Site and provide a change order to address County needs for the site.
- Staff requested they provide landscape architectural and civil engineering services to develop a conceptual park plan, incorporating the need to cap the contaminated soil with a paved parking lot. The tasks are as follows:
  - Concept Plan Development
  - Field Run Survey
  - Development of Construction Documents
- The fee proposal for this CO is \$126,263.32. Staff has reviewed and requests approval.

### Alternatives for Commission to Consider

1. Staff recommends approval of Change Order #1 for Task Order 22-003 with Pond & Company for addition of the Atlas Sand Mine Site in the amount of \$126,263.32
2. Deny the Change Order.
3. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2, 3

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

**Funding Source:** SPLOST

**Attachments:** Proposal from Pond & Company

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

September 14, 2022

Mr. Eric W. Larson, PE, AICP, CFM, CPSWQ  
Assistant County Manager  
Effingham County Board of Commissioners  
912-754-8061 direct  
elarson@effinghamcounty.org

RE: Task Order 22-003 Effingham County Parks Master Plan Update  
Change Order No. 1: Atlas Sand Mine Site (Owner-Requested)

Dear Mr. Larson,

Per your request, Pond provides the following Change Order scope and fee to address the following needs as relates to Parks in the County.

**Task 1. Atlas Sand Mine Site** – The County requests landscape architectural and civil engineering services to develop a conceptual park plan, incorporating the need to cap the contaminated soil (copper slag) area, which is approximately 32,500 square feet, with a paved parking lot. Pond will provide further civil site design after approval of the concept for the parking lot, a boat launch, road repaving, and turn lanes on Sandhill Road (widen the road cross section and add center left turn lanes in both directions) at the intersection of Shady Oaks Road / Dogwood Way. Pond will coordinate design with the remediation contractor for layout and grading of the parking lot area. The parking lot may not cover the entire area of contamination; Pond will seek to design a parking area that is appropriately sized for the park and maximizes capping contaminated soils.

The Atlas site is 360 acres comprised of 4 parcels owned by Effingham County with access from Shady Oaks Road and a shared property line with Sand Hill Road right-of-way. More than 135 acres of the site is open water; almost the entire site is within FEMA floodplain, and more than half the site that is not open water is possibly wetlands. The park is intended to be a passive park with walking trails, nature center, water access, parking and other complimentary amenities to a passive park setting.

**Task 1A – Concept Plan Development**

- Pond will visit the site with County representatives to better understand the existing conditions and opportunities for passive park improvements.
- Effingham County will provide existing survey, as depicted in Figure 2 attached, in AutoCAD format for use by Pond in studying the property. Pond will acquire additional survey for the Shady Oaks Rd corridor and intersection with Sand Hill Road, as described in task 1B.
- Effingham County will provide environmental reports and geotechnical reports previously completed for the Atlas site. If Geotechnical data is insufficient, additional geotechnical services may be required as an addendum to this contract.

- During the site visit with county representatives, Pond will discuss the property and develop a list of preferred amenities to be considered for inclusion in the concept plan.
- Utilizing County provided GIS data, in addition to other site survey data provided, Pond will sketch two alternative concept plans to include the elements as discussed with the Client and provide a color rendered and annotated sketch concept plan of each for review.
- Based on the County feedback, Pond will develop a single final concept plan, rendered and annotated, and provide a master plan level opinion of cost to develop the park. Estimates of land acquisition costs are not included.

#### Task 1B – Field Run Survey

- Pond will obtain through our subconsultant partner, field run topographic survey of the Shady Oaks Road corridor and intersection with Sand Hill Rd., approximately 4 acres.
- Pond will provide Wetland/Waters delineation within the areas of proposed disturbance included within the approved concept design for the parking area and boat ramp.
- Pond will coordinate USACE Nationwide permit and GAEPD buffer variance associated with the proposed boat ramp.

#### Task 1C – Construction Documents

- Pond will develop plans and details for the repaving of approximately 1000 feet of the existing Shady Oaks Road and develop plans for extending Shady Oaks Road another approximately 750 feet into the Atlas Park site, to the parking area.
- Pond will provide plans and details for the parking area and boat ramp.
- Construction Documents shall include:
  - Existing conditions/site demolition plan
  - Site layout plan
  - Grading and drainage plan
  - Erosion control plans
  - Construction details
  - Stormwater Management Report
  - Coordination with the County's remediation consultant regarding contaminated soils.
  - Flood study or related modeling/coordination is not included in this proposal at this time.
- Permitting Services will include:
  - Local land disturbance permitting
  - State waters and wetland delineation in the proposed area of work (parking lot and boat ramp)
  - USACE Nationwide Permit
  - GA EPD Stream Buffer Variance
  - Note that this proposal assumes that any specialty permitting related to the contaminated soils will be completed by the county's remediation consultant and is not included.

#### Assumptions / Qualifications / Exclusions:

All noted exclusions, while not a part of this proposal, can be provided as an additional service.

- Environmental design/coordination services associated with wetlands, streams, contaminated soil/groundwater, asbestos, lead based paint, endangered species, etc. are not included.

- Traffic Studies and Signal Warrants are not included.
- This proposal does not include analysis of any existing storm sewer system
- Flood Study is not included.
- Geotechnical and soils studies and reports are not included.
- Field-run survey is not included, except as noted.
- Construction Administration services are not included at this time for the Atlas Road nor the Sandhill tasks. Upon selection of a contractor and determination of a timeframe for implementation Pond can provide an accurate fee estimate for Construction Administration services.
- Any estimates as to costs are based on industry experience and Pond is not responsible for changes in market conditions that affect construction, material, or maintenance costs. This is a master plan level estimate, time will pass, and costs will more than likely increase. While Pond will provide guidance for calculating escalation of costs at future dates, Pond will not be responsible under this agreement for actual future costs to implement based upon materials and labor cost at that time.
- Any revisions requested by the owner that significantly change the design from that which was approved after acceptance of each design milestone will be considered additional services and require a contract revision.

#### Fee Proposal

Pond proposes to provide the services herein for the following fees based upon the rates established in the April 2021 Indefinite Delivery Contract for Professional Engineering and Architectural Services. Lump sum values for each task are as follows, please refer to the attached hourly matrix for further detail.

Task 1 Atlas Sand Mine Site	\$124,263.32
Expenses / ODCs	\$ 2,000.00
Total	\$126,263.32

Sincerely,



Matthew Wilder, PLA, ASLA  
Vice President | PLACE Program Manager



Melissa Phillips  
Client Liaison

#### Attached:

Figure 1: Atlas Property Park Concept diagram

Figure 2: Atlas Property remediation area site plan

Accepted by: \_\_\_\_\_  
Wesley Corbitt, Chairman, Effingham County Board of Commissioners

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

Attest by: \_\_\_\_\_  
Stephanie Jonson, County Clerk



Figure 1: Atlas Property Park Concept Diagram





PIC	LA PM	LA	Jr LA designer	Env Eng	Sr Civil Eng	Jr. Civil Eng	Reg Land Surveyor	Survey CADD	Survey Crew	Hours and Cost Totals	Effingham Co Parks CO 01
\$ 204.87	\$ 173.35	\$ 162.84	\$ 131.33	\$ 183.86	\$ 162.84	\$ 115.57	\$ 115.50	\$ 82.50	\$ 110.00	<b>STANDARD BILLING RATES</b>	
										Hrs. 1.0 Atlas Site	
		16	44							60 1A. 2 alt concept plans and review with client	
		8	40							48 1A. Final concept plan	
		16			40	24				80 1A. Coordination/Site Visit/etc	
							10	48	40	98 1B. Survey	
						300				420 1C. Civil Plans	
				108						108 1C. Waters/Wetlands delineation and EV permits	
					32	40				72 1C. LD Permitting	
	4	4			4	16				28 1A-c. QA and Project Mgmt	
	4	4	40	108	196	380	10	48	40	914 HOURS SUBTOTAL	
\$ 819.48	\$ 693.40	\$ 6,513.60	\$ 11,031.72	\$ 19,856.88	\$ 31,916.64	\$ 43,916.60	\$ 1,155.00	\$ 3,960.00	\$ 4,400.00	\$ 124,263.32 COST SUBTOTAL	
	4	4	84	108	196	380	10	48	40	914 TOTAL HOURS TASK 1.0-6.0	
\$ 819.48	\$ 693.40	\$ 6,513.60	\$ 11,031.72	\$ 19,856.88	\$ 31,916.64	\$ 43,916.60	\$ 1,155.00	\$ 3,960.00	\$ 4,400.00	\$ 124,263.32 TOTAL COST TASK 1.0-6.0	
0%	0%	4%	9%	12%	21%	42%	1%	5%	4%	100% PERCENT OF TOTAL HOURS	
1%	1%	5%	9%	16%	26%	35%	1%	3%	4%	100% PERCENT OF TOTAL COST	
									\$ 2,000.00	EXPENSES / ODCs	
									\$ 126,263.32	PROJECT TOTAL	

## Staff Report

**Subject:** Award of Task Order 23-REQ-002 to Pond & Company for Baker Park Improvements

**Author:** Alison Bruton, Purchasing Agent

**Department:** Parks & Landscaping

**Meeting Date:** October 4, 2022

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

**Summary Recommendation:** Staff recommends approval of award of Task Order 23-REQ-002 to Pond & Company for Baker Park Improvements for design and construction management services

### Executive Summary/Background:

- Staff sent an RFP to the IDC group requesting proposals to design/engineer the upgrades needed for Baker Park, and to provide bidding/construction management services for those improvements. This was sent to 11 firms, but only one proposal was received.
  - Pond & Company – NTE total \$114,788.80
- Pond & Company is currently working on the Parks Masterplan for the County. Staff has reviewed the proposal and recommends award.

### Alternatives for Commission to Consider

1. Award of Task Order 23-REQ-002 to Pond & Company for Baker Park Improvements in the amount of \$114,788.80
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

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

**Funding Source:** 2017 SPLOST

**Attachments:** Task Order 23-REQ-002 and attachment



**NOTICE TO PROCEED**

TO: Pond & Company

RE: NOTICE TO PROCEED

Task Order 23-REQ-002 – Baker Park Improvements

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within 24 hours receipt of the Notice to Proceed unless otherwise agreed and to be completed within \_\_\_\_ calendar days from that time.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

Effingham County Board of Commissioners

\_\_\_\_\_  
Wesley Corbitt, Chairman

**ACCEPTANCE OF NOTICE:**

Receipt of the above Notice to Proceed is acknowledged.

Contractor: \_\_\_\_\_

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

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

Date of Acceptance: \_\_\_\_\_

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

September 22, 2022

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

Dear Ms. Bruton,

Pond is pleased to submit this proposal for the Effingham County Baker Park Improvements. Our team of landscape architects and civil engineers are very interested in providing their expertise to the park's improvements. We are committed to meeting the requirements specified in the request for proposal, and in the following pages provide more detail as to our approach to accomplishing the work.

Pond is fully qualified and capable of performing these services for the County. David Schmidt will serve as the primary contact and Project Manager for this effort. Matt Wilder will be the Principal in Charge. We are supported by our team of landscape architects, architects, and engineers to carry-out the necessary tasks for the park updates.

Our team has a tremendous amount of experience in park design. From individual park sites to park systems, and from small pocket parks of no more than a few thousand square feet, to large state parks comprised of thousands of acres of land, our team has planned and designed all kinds of parks. We bring that knowledge and expertise to Effingham County and will apply those lessons learned to ensure the Baker Park Improvements meet and exceed the county's expectations.

Our team is well versed in design and understanding the needs of local city and county park systems. We are currently providing an update to your county's Parks Master Plan and have recently provided planning and park design services for the cities of 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 are proud to be a continued partner and trusted advisor and recognize the value it provides to the county, both residents and visitors alike.

Sincerely,



Matthew Wilder, PLA, ASLA  
Vice President



Melissa Phillips  
Client Liaison

## Limits of Work

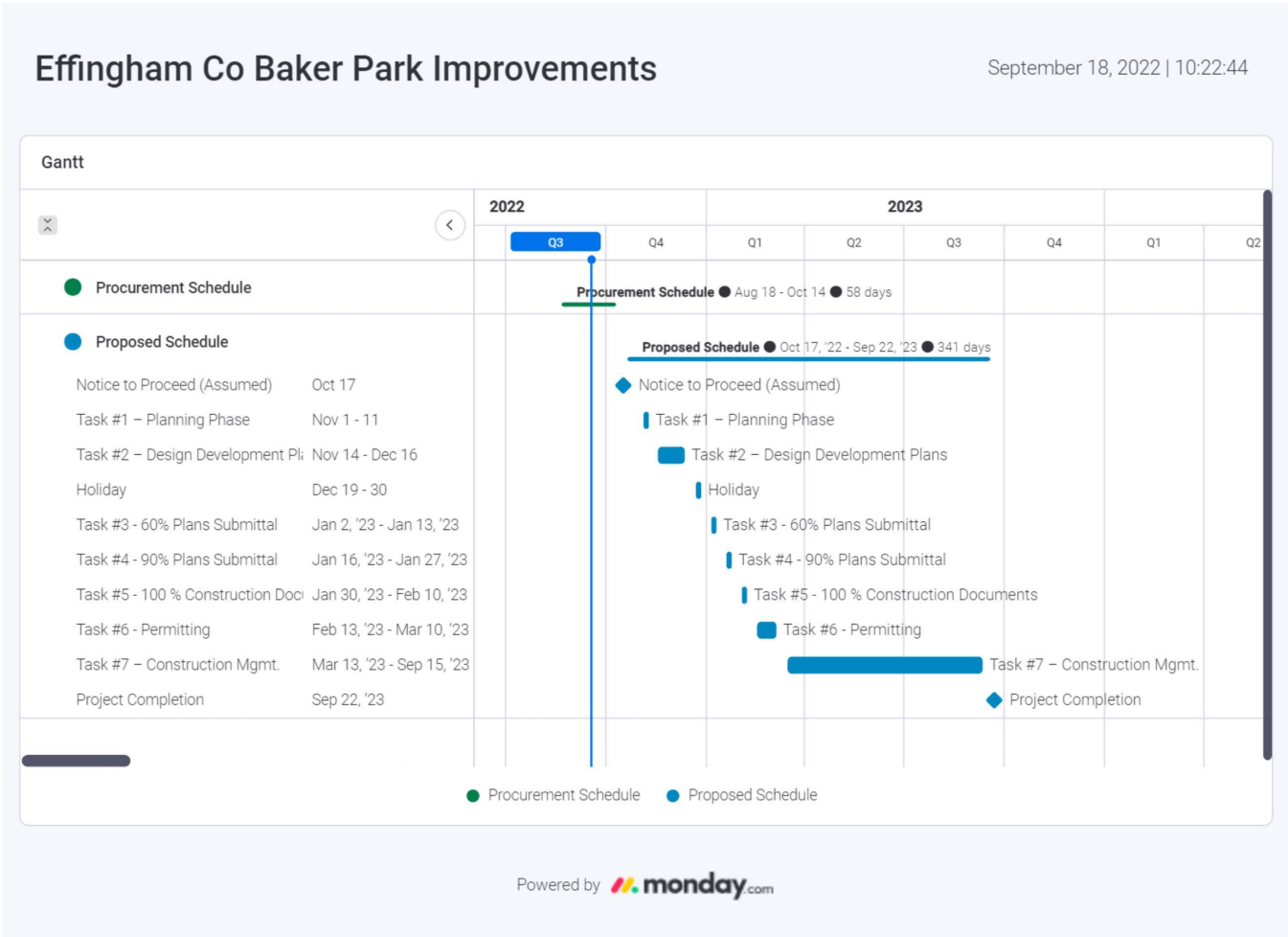
General Work Area of Baker Park Improvements shown below.



Proposed Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

Should duration be an issue, a possible reduction of weeks could be experienced through an expedited permitting process as well as a reduction to the estimated six-months of construction.



## Project Approach / Work Plan

The project consists of the development of a 30 acre +/- park parcel located at [216 Courthouse Road Ext., Springfield, GA. 31329](#) (see ATTACHMENT 'B'). The project consists of improvements to the parking and associated drainage, resurfacing or repairing the sidewalk around Baker's Pond, the addition of two pickleball courts, upgrading and expansion of the boat and kayak launch and dock, and utility upgrades. Additionally, the bathroom and pavilion area renovations, and planning for playground upgrades are included. Pond will be responsible for the coordination of the site survey, design documents, permitting, and construction observation.

Plans and deliverables will be developed according to the requests made on page 12 of the RFP as follows:

### Task #1 – Project Kick-off / Project Management

- Pond will host an in-person kick-off meeting with the client project team on site to discuss the project.
- Previously provided GIS data, maps, and plans related to the park will be utilized for preliminary desktop analysis.
- 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 perform an existing facility assessment to observe existing conditions as relates to the scope of work for renovation, upgrades, and additions. Parks staff are encouraged to join Pond in this observation to impart their knowledge of the park and facilities. This information will be noted and transcribed in a field report.

### Task #2 – Existing Conditions, Topographic, and Utility Survey

#### *Site Survey:*

- Prepare an existing conditions survey with easements, right of way, existing features, topography, trees, and above and below ground utilities of the project area to include the tennis courts, parking areas, restroom/pavilions and playground, including the wooded area owned by the county to the west of the tennis courts. Survey of the walking path and north and western edges of the property are excluded.
- Prepare an existing boundary survey showing the property lines within the project area. Courthouse research is included.
- Locate utilities along the route 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.
- 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 – Design Development

The Consultant will provide the conceptual design drawings, 2D rendered and annotated to communicate design intent. The Consultant will present the plans and address one round of comments from the Client. Consultant will incorporate accepted recommendations and present the final concept design for acceptance prior to advancing to the development of construction plans, specifications, and details.

#### *Architectural:*

The Consultant will provide recommendations for the renovation of the bathrooms and gazebo area, including fixtures, wall surfaces, electrical and door hardware for remote access. No structural design is anticipated only cosmetic improvements such as paint and new fixtures.

***Boat/Kayak Launch and Dock:***

Conceptual design for a new fishing dock with kayak launch will be provided and include material selection and color choices to a performance specification level. No structural design will be provided only design intent drawings. Shop drawings to be provided during construction, by the general contractor and signed by an engineer for construction.

***Paving, Grading and Drainage:***

The Consultant will provide paving plans depicting the paving and possible extension of the parking area, including improving drainage for the parking area as needed, including ditching and/or piping. Plans will also include the resurfacing/repair of the existing sidewalk around Baker's Pond. Grading plans of the parking area will be provided to address ponding issues in the parking area as well as the playground and pickleball courts. Drainage map and calculate hydrology for stormwater runoff to allow for a spread analysis to be computed for the proposed condition for existing stormwater inlets. A Drainage Design Documentation booklet will be prepared that summarizes all drainage computations. Includes one meeting with County staff regarding drainage design elements.

***Pickleball Courts:***

The Consultant will provide plans for the construction of (2) two pickleball courts next to the current tennis courts. The plans will include full layout, surfacing details, striping, benches, shade structures (if applicable), fencing details, per the USA Pickleball Association guidelines.

***Playground:***

The Consultant will coordinate with the Client and their preferred Playground Equipment Vendor for planning and reconstruction of the playground equipment and safety surface. A preliminary budget for the Playground Improvements will need to be established prior to this coordination. These services are to be constructed as a design build under a separate contract.

***Well and Septic Analysis:***

The Consultant will provide an evaluation of the current well and septic system. If the Well and Septic is determined to be in good working condition, recommended retrofit applications to the existing well for potable use from a certified well contractor will be provided.

A feasibility study will be performed of a future connection to the City of Springfield water and sewer and needed extensions. This will include desktop analysis and limited field data collection to determine the run of pipes, potential need for lift station if gravity sewer is not viable, and costs to implement. Full survey and design/engineering of the future connection is not included at this time. If determined feasible and necessary, additional service can be negotiated.

***Deliverables:***

- Cover Sheet
- General Notes
- Concept Plans at a max 1" = 40 ft scale indicating layout of the proposed improvements
- Preliminary Construction Details (initial details and materials determinations necessary to assess design and budget considerations at this stage (details critical to engineering will be in draft form).
- Conceptual landscape plans – Tree and hatched shrub and groundcover areas with a conceptual schedule to be refined in next submittal phase.
- (2) Two Sets 24"x36" plus Digital File for Client review and comments.
- (1) One Updated Rendered plan to scale
- Opinion of Probable Cost (includes 25% contingency)



#### Task #4 – Construction Plans, Specifications, Details

The Consultant shall advance the concept design based upon Client decisions in the Design Development Phase. Development of the Construction Plans constitutes the advancement of design detailing to the point at which the project is all but complete aside from submitting plans for permit and making final revisions per agency review. The Documents shall be suitable for bidding and construction of the design elements of the project. The Construction Documents shall include Plans, Bid Item Quantities, Final Design Estimate, Construction Specifications, and a full set of Effingham County Standard Contract Documents. The Consultant will present the plans and address (2) two rounds of comments from the Client. Any alignment, materials, and other site-specific design changes requested after approval and acceptance will impact the design cost and production schedule. Upon completion of plans all details and interdisciplinary coordination will have been fully completed.

Plans shall include but not be limited to:

- Cover Sheet
- General Notes sheets(s)
- Overall Site Plan showing improvements
- Enlarged site/civil horizontal control plans at a max 1" = 40 ft scale with dimensions
- Erosion Control and Pollution Prevention Plan with local regulations for permissible plans.
- Demolition and Staging Plans
- Paving Grading and Drainage Plans that included fine grading and spot elevations with full design of inlets/piping systems and stormwater management practices (if required), pipe profiles with calculations presented in a pipe chart, gutter spread calculations, a stormwater management report per jurisdictional requirements and drainage structures details.
- Utility Plans of water and sewer extensions and well abandonment if feasible.
- Architectural Plans showing proposed fixtures, wall surfaces, electrical, and door hardware for remote access. Structural Design for the gazebos or restroom is excluded.
- Tree Mitigation Plans including tree impact calculations.
- Construction details – to include pickleball courts, fishing/kayak dock, upgrade boat launch, and playground coordination.
  - Effingham County Standard Details approved November 17<sup>th</sup>, 2004.
  - Custom details will be completely refined and coordinated with overall design.

#### *Deliverables*

- The Consultant shall produce a full set of Signed and Sealed Construction Documents
- (2) Two Sets 24"x36" plus Digital File for Client review and comments.
- (1) One Updated Rendered plan to scale
- Final update to the Opinion of Probable Cost (includes 25% contingency)

**Task #5 - Permitting**

The Consultant shall coordinate with the Client through a preliminary development review to determine all necessary permits prior to design. The Consultant shall be responsible for submitting and obtaining regulatory approval for the Construction of this project from all necessary regulatory agencies with jurisdiction over this project per the Official Code of Effingham County, Georgia approved April 6<sup>th</sup>, 1999, ordinance. All permitting fees shall be paid by the Client directly to the permitting agency. Pond will strive to develop plans that limit permitting and regulatory needs to the greatest extent possible, however some regulation may be unavoidable to achieve the desired project outcome(s).

*Permitting may include but not limited to:*

- Land Disturbance Activity (LDA) Permit
- National Pollutant Discharge Elimination System (NPDES) Permit with Notice of Intent (NOI)
- US Army Corps of Engineers (USACE)
- Georgia Environmental Protection Division (EPD)
- Accessory Structure Permit Application
- Building Permits

**Task #6 – Construction Management Services***Bid Process*

- Provide Effingham County with PDF version of the approved Construction Document Plans to be used by the Client for bid purposes, including the plans, details, and specifications.
- Contractor RFP/ITB, standard contracts, bond agreements, general conditions, etc., are the responsibility of Effingham County.
- The Consultant Project manager shall attend the pre-bid conference

The Bid Process is performed in conjunction with your attorney and development team.

*Shop Drawing Review:*

- Review of shop drawings to verify their compliance with design intent.
- The Consultant will review and comment on shop drawings one time. If drawings return and still do not meet design intent, they will be rejected. Additional reviews will require additional services.

*Construction Administration:*

- Review Pay applications
- Review change order requests and advise client as to the appropriate action.
- Respond to RFI's
- Attend weekly on-site meetings, (26) twenty six included., perform observations and produce corresponding field reports.

The Construction Administration does not include Client modifications and/or additions to the plans after completion of the construction documents submitted for permit. The Consultant will notify the Client and gain approval before proceeding with any additional observations or plans due to unforeseen conditions.



## 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 Blvd., Suite 304, Pooler, GA 31322

**Phone:** 912-335-1046

**Description of Work/Services to be Performed:**

- Topographic Survey with Plat (03890015)
- Utility Locate
- Topographic Survey of walking track
- Well Design and Coordination

**Subcontracted Amount:** \$14,000

## 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

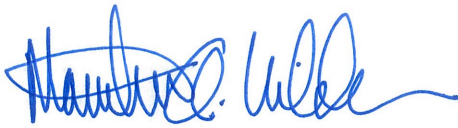
1. Environmental design/coordination services associated with wetlands, streams, stream buffers, contaminated soil/groundwater, asbestos, lead based paint, endangered species, etc. are not included.
2. Where available County standards and specifications will be referenced. For specially detailed and proprietary items, special technical specifications will be provided in the construction documents.
3. Plumbing and electrical redesign or addition is not included. Pond will specify new fixtures and finishes, and recommend improvements to meet current code requirements. Any more extensive Mechanical, Electrical and Plumbing needs will be considered additional services.
4. Environmental certifications including LEED, SITES, and Envision are excluded.
5. While the Consultant will deliver a value-conscious design and seek Client's preference on significant cost-related decisions when options are presented, a detailed value-engineering analysis after plans are complete is not included.
6. 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.
7. 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.
8. 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.
9. As-Built drawings shall be provided by the Contractor.

## Closure

Pond proposes a lump sum fee of \$114,788.80 to complete the scope of work as described herein. Detailed breakdown of the tasks and manhours to accomplish each task can be seen in Attachment A the proposal cost matrix.

We appreciate the opportunity to work on this exciting project. If you should have any questions, please feel free to contact me at (904) 559-0117.

Sincerely,



Matthew Wilder, PLA, ASLA  
Vice President



Melissa Phillips  
Client Liaison

Attachment 'A' – PROPOSAL COSTS

Baker Park Improvements

Date Printed:

9/21/2022

Architect	Architectural Intern	CAD/BIM Services	Sr. Civil Engineer	Jr. Civil Engineer	Landscape Architect	Jr. Landscape Designer	Hours and Cost		Effingham Standard 2021-2023 Billing Rates
\$ 162.84	\$ 110.31	\$ 94.55	\$ 162.84	\$ 115.57	\$ 162.84	\$ 131.33	Totals		
							Hrs.		Task #1 – Planning PhaseProject Kick-off / Project Management
8			8		8		24		In Person Kick-off
		4					4		Desktop Analysis
6			24		32		62		Project Management
14	0	4	32	0	40	0	90		HOURS SUBTOTAL
\$ 2,279.76	\$ -	\$ 378.20	\$ 5,210.88	\$ -	\$ 6,513.60	\$ -	\$ 14,382.44		COST SUBTOTAL
							Hrs.		Task #2 – Existing Conditions, Topographic, and Utility Survey
				4			4		Survey Coordination
0	0	0	0	4	0	0	4		HOURS SUBTOTAL
\$ -	\$ -	\$ -	\$ -	\$ 462.28	\$ -	\$ -	\$ 462.28		COST SUBTOTAL
							Hrs.		Task #3 – Design Development PlansDesign Development
8	16				4		24		Architectural Plans
						12	16		Landscape Plans
			8	60			68		Civil Plans
8	16	0	8	60	4	12	108		HOURS SUBTOTAL
\$ 1,302.72	\$ 1,764.96	\$ -	\$ 1,302.72	\$ 6,934.20	\$ 651.36	\$ 1,575.96	\$ 13,531.92		COST SUBTOTAL
							Hrs.		Task #4 – Construction Plans, Specifications, Details
8	8				4		16		Architectural Plans
						20	24		Landscape Plans
			20	80			100		Civil Plans
8			8		8		24		QC
16	8	0	28	80	12	20	164		HOURS SUBTOTAL
\$ 2,605.44	\$ 882.48	\$ -	\$ 4,559.52	\$ 9,245.60	\$ 1,954.08	\$ 2,626.60	\$ 21,873.72		COST SUBTOTAL
							Hrs.		Task #5 - Permitting
2	4		4	16	2	4	32		Permit Applications
2	4		12	32	8	4	62		Comment Responses
4	8	0	16	48	10	8	94		HOURS SUBTOTAL
\$ 651.36	\$ 882.48	\$ -	\$ 2,605.44	\$ 5,547.36	\$ 1,628.40	\$ 1,050.64	\$ 12,365.68		COST SUBTOTAL
							Hrs.		Task #6 – Construction Management Services
	1			1		4	6		Bid Set Coordination
2	8		12		8		30		Submittal Review
			8				8		7-Day Inspection
2	8		4	12	4	12	42		Pre-Bid, RFI, Shop Drawing Review
			4	8			12		Stormwater Management As-Built
			40		32	60	132		Site Observations (26)
4	17	0	68	21	44	76	230		HOURS SUBTOTAL
\$ 651.36	\$ 1,875.27	\$ -	\$ 11,073.12	\$ 2,426.97	\$ 7,164.96	\$ 9,981.08	\$ 33,172.76		COST SUBTOTAL
46	49	4	152	213	110	116	690		TOTAL HOURS
\$ 7,490.64	\$ 5,405.19	\$ 378.20	\$ 24,751.68	\$ 24,616.41	\$ 17,912.40	\$ 15,234.28	\$ 95,788.80		TOTAL COST ALL TASK
7%	7%	1%	22%	31%	16%	17%	100%		PERCENT OF TOTAL HOURS
8%	6%	0%	26%	26%	19%	16%	100%		PERCENT OF TOTAL COST
							\$ 14,000.00		Site Survey
							\$ 5,000.00		EXPENSES
							\$ 114,788.80		Design & Engineering TOTAL

## Staff Report

**Subject:** Approval of Change Order #1 for Contract 22-25-009 with Griffin Contracting, Inc.

**Author:** Alison Bruton, Purchasing Agent

**Department:** Public Works

**Meeting Date:** October 4, 2022

**Item Description:** Change Order #1 for Contract 22-25-009 with Griffin Contracting, Inc. for the TSLOST project at the intersection of Kolic Helmey and SEES

**Summary Recommendation:** Staff recommends approval of Change Order #1 for Contract 22-25-009 with Griffin Contracting, Inc.

### Executive Summary/Background:

- The original intersection concept from the county and the original design by Roberts Civil Engineering (RCE) had to be modified for various reasons. RCE and Griffin staff had to shift the additional lanes to the school side of the road, and extend the merge lands in both directions beyond the school. This new design would avoid conflicts with Georgia Power lines and neighbor driveways across from the school and also avoided delays that would affect school traffic.
- Due to the need to have this project completed prior to the start of the school year, this work has already been completed.
- This change order request is for \$165,677.08, bringing the overall contract total to \$843,481.08.

### Alternatives for Commission to Consider

1. Approval of Change Order #1 for Contract 22-25-009 with Griffin Contracting, Inc. in the amount of \$165,677.08
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

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

**Funding Source:** TSPLOST

**Attachments:** Agreement with Griffin Contracting and Change Order 1

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Effingham County Board of Commissioners ("Owner") and  
Griffin Contracting, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

Adding a new ByPass Lane and a new Turning Lane with entrance Driveway enhancements and Shoulders along Kolic HelmeY Road at the entrance to the South Effingham Elementary School (SEES) in Effingham County, Georgia, with related resurfacing of existing road pavement, with related pavement markings, signage, utility relocations, and drainage improvements, and with related traffic and safety controls.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **ITB 22-25-009 - TSPLOST INTERSECTION - KOLIC HELMEY AT SEES**

**ARTICLE 2 – OWNER’S REPRESENTATIVES**

- 2.01 The Effingham County Contract Technical Representative and Project Manager for this Project shall be Roberts Civil Engineering (RCE). Following the issuance of the Notice to Proceed, RCE will be the main point of contact for the Contractor, and shall advise the County Contract Administrator on issues related to the performance of the Contractor’s work. The RCE Project Manager for this Project shall be Mr. Rip Graham.
- 2.02 The Effingham County Contract Administrator for this Project shall be Mr. Eric Larson. Mr. Larson will act on behalf of the Effingham County Board of Commissioners.

**ARTICLE 3 – CONTRACT TIMES**

3.01 *Time of the Essence*

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

- 3.02 Contractor shall engage immediately upon receipt of the Notice to Proceed (NTP), to commence the Project Work no earlier than May 26, 2022, and to complete the Project Work no later than August 3, 2022.

## ARTICLE 4 – LIQUIDATED DAMAGES

- 4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$500** for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

## ARTICLE 5 – CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

BASELINE SCOPE BID					Griffin Contracting	
ITEM NO.	GDOT Ref. No.	ITEM DESCRIPTION	TOTAL QTY	UNIT	UNIT PRICE	PRICE
1	150	Traffic Control	1	LS	\$38,000.00	\$38,000.00
2	151	Mobilization and Demobilization	1	LS	\$30,500.00	\$30,500.00
3	161	Control of Soil Erosion and Sedimentation	1	LS	\$11,600.00	\$11,600.00
4	210	Grading Complete (Including Shoulders and Drainage Ditches)	1	LS	\$178,900.00	\$178,900.00
5	310	8" Graded Aggregate Base (GAB) (include prime)	3,427	SY	\$38.00	\$130,226.00
6	402	Asphalt Leveling Course (85 lbs./SY)	170	TN	\$190.00	\$32,300.00
7	400	1.5" Asphalt Surface Course 125 mm Superpave	336	TN		\$0.00
8	400	2" Asphalt Surface Course 12.5 mm Superpave	800	TN	\$152.00	\$121,600.00
9	652	5" Solid Traffic Stripe- Yellow (High Build)	1,466	LF	\$0.50	\$733.00
10	652	5" Solid Traffic Stripe- White (High Build)	5,866	LF	\$0.50	\$2,933.00
11	652	5" Skip Traffic Stripe- Yellow (High Build)	1,466	GLF	\$0.50	\$733.00
12	652	Stop Bar (High Build)	5	EA	\$60.00	\$300.00
13	652	Pavement Arrows	24	EA	\$50.00	\$1,200.00

14	706	Turf Establishment	0.42	AC	\$6,000.00	\$2,520.00
15		Traffic Signage (including post)	12	EA	\$300.00	\$3,600.00
16		24" RCP	42	LF	\$100.00	\$4,200.00
17		18" RCP	268	LF	\$75.00	\$20,100.00
18		<del>Relocation of Underground Water Line</del>	+	LS		\$0.00
19		<del>Relocation of Underground Storm Sewer Line</del>	+	LS		\$0.00
20		<del>Relocation of Underground Sanitary Sewer Line</del>	+	LS		\$0.00
21		Coordination with Utility Companies for Utility Relocations	1	LS	\$2,600.00	\$2,600.00
22		Daily Construction Materials Testing and Quality Control	1	LS	\$17,200.00	\$17,200.00
23		Relocating Mailboxes	5	LS	\$220.00	\$1,100.00
24		30" RCP	72	LF	\$122.00	\$8,784.00
25	603	Rip Rap	1274	SF	\$12.00	\$15,288.00
26	706	Temporary Seeding	0.42	AC	\$5,000.00	\$2,100.00
27	706	Permanent Seeding	0.42	AC	\$6,000.00	\$2,520.00
28	171	Silt Fence	2,395	LF	\$5.00	\$11,975.00
29		Inlet Sediment Trap	1	EA	\$300.00	\$300.00
30		Removal of Unsuitables	50	CY	\$30.00	\$1,500.00
31		Imported Fill	50	CY	\$36.00	\$1,800.00
32		Concrete Pavement	2766	SF	\$12.00	\$33,192.00

**Baseline Scope Bid TOTAL:****\$677,804.00**

Estimated quantities provided by the Owner for bidding purposes are not guaranteed, and payment for Unit Price elements will be based upon the agreed- upon Unit Price times the documented and verified quantities actually provided. Unit Price shall be used as the basis for calculating the value of additive or deductive changes in Scope. Unit Price shall include, but not be limited to, Labor (Salaried and Hourly, Field and Office), Benefits, Materials, Tools, Equipment, Travel Expense, Material and Equipment Delivery, Construction Materials Testing, Permits, Insurance, Taxes (other than Sales Tax), Bonds, Field Overhead, Office Overhead, and Profit. Unit Price shall exclude the cost of Sales Tax, as this Project is Sales Tax exempt.

**THIS SECTION INTENTIONALLY LEFT BLANK**



## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Section 1.30 of the General Conditions. Applications for Payment will be processed by A/E as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below as long as the pay request is received by the 1st of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as A/E may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.
    - a. 90 percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the A/E, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the A/E. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and
    - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine and less 150 percent of A/E's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

### 6.03 *Final Payment*

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

## ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Section 1.30 of The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of 1 percent per annum.

## **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

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

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – COUNTY’S RIGHT TO SUSPEND OR TERMINATE WORK**

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

- B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.
- C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.
- D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.
- E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.
- F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

## ARTICLE 10 – INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or

indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the negligence of the CONTRACTOR or its subcontractors.

The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them.

The CONTRACTOR'S obligation to indemnify the County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

## **ARTICLE 11 – INDEPENDENT CONTRACTOR**

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

## **ARTICLE 12 – CONTRACT DOCUMENTS**

### **12.01 Contents**

#### **A. The Contract Documents consist of the following:**

1. This Agreement (pages 1 to 10, inclusive).
2. General Conditions (pages 1 to 7, inclusive).
3. Supplemental Conditions (page 0, inclusive).
4. Specifications as listed in the table of contents of the Project Manual.
5. Addenda (numbers 1 to 2, inclusive).

6. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 1 to 7 inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 38, inclusive).
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice of Award (pages 1 to 1, inclusive).
  - b. Notice to Proceed (pages 1 to 1, inclusive).
  - c. Work Change Directives.
  - d. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 

A Field Order;

  1. A/E's approval of a Shop Drawing or Sample; or
  2. A/E's written interpretation or clarification.

## ARTICLE 13 – MISCELLANEOUS

### 13.01 *Terms*

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

### 13.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 13.03 *Successors and Assigns*

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

### 13.04 *Severability*

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

### 13.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



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

This Agreement will be effective on May 20, 2022 (which is the Effective Date of the Agreement).

## COUNTY:

Effingham County Board of Commissioners

By: Wesley M. Pruitt

Title: Chairman

Attest: S. Johnson

Title: County Clerk

Address for giving notices:

804 S. Laurel Street

Springfield, GA 31329

## CONTRACTOR:

Griffin Contracting, INC.By: Chris DavisTitle: Secretary

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

Attest: [Signature]Title: VICE PRESIDENT

Address for giving notices:

122 Pipemakers CircleSuite 207POOLER, GA. 31322

MINUTES OF ACTION OF  
SHAREHOLDERS OF  
GRIFFIN CONTRACTING, INC.  
TAKEN BY UNANIMOUS WRITTEN CONSENT  
IN LIEU OF MEETING

The undersigned, being all of the Shareholders of GRIFFIN CONTRACTING, INC., a Georgia corporation, by affixing their signatures hereto, do hereby consent to and do hereby take the following actions pursuant to O.C.G.A. Section 14-2-704. All notice is hereby waived.

1. The following named persons are elected to the offices set opposite their names to serve for the next twelve (12) months, and until their successors are duly elected or they are terminated or removed or until they resign:

A.	President	-	<u>BRENT BAZEMORE</u>
B.	Vice-President	-	<u>TRACY DAVIS</u>
C.	Secretary	-	<u>CHARLES DAVIS</u>
D.	Treasurer	-	<u>BRENT BAZEMORE</u>

2. The business transactions of the Corporation for the preceding twelve (12) months; i.e., JANUARY through DECEMBER, and all actions of the Officers are hereby ratified and approved.

3. (Other Matters)

4. The Secretary is directed to file this Consent in the Minute Book of the Corporation.

Done this 20<sup>TH</sup> day of NOVEMBER, 2017.

We consent to the above.

BRENT BAZEMORE (SEAL)  
President, Shareholder  
Brent G. Bazemore

\_\_\_\_ (SEAL)  
\_\_\_\_, Shareholder

\_\_\_\_ (SEAL)  
\_\_\_\_, Shareholder

\_\_\_\_ (SEAL)  
\_\_\_\_, Shareholder

## NOTICE OF AWARD

TO: GRIFFIN CONTRACTING, INC

RE: NOTICE OF AWARD – CONSTRUCTION

**ITB 22-25-009 – TSPLOST INTERSECTION, KOLIC HELMEY/SEES**

Please consider this your NOTICE OF AWARD (NOA) on the above referenced project. In accordance with the terms of the contract, the Contractor is to submit a fully executed Contract, Payment and Performance Bonds within fourteen (14) calendar days of receipt of the Notice of Award. Upon receipt of those documents, a Notice to Proceed (NTP) will be issued and work is to commence within fourteen (14) days of the executed NTP. Requests for time extensions shall be documented and made in writing as soon as possible.

NOA Dated this 18<sup>th</sup> day of May, 2022

Effingham County Board of Commissioners

  
Tim Callahan, County ManagerDATE OF AWARD BY BOARD OF COMMISSIONERS:

Date of Contract Award: May 17, 2022

## NOTICE TO PROCEED

TO:

RE: NOTICE TO PROCEED – CONSTRUCTION

**ITB 22-25-009 - TSPLOST INTERSECTION - KOLIC HELMEY AT SEES**

Please consider this your NOTICE TO PROCEED (NTP) on the above referenced project.

Contractor shall engage immediately upon receipt of the Notice to Proceed (NTP), to commence the Project Work no earlier than May 26, 2022, and to complete the Project Work no later than August 3, 2022.

Failure to complete the work by this time/date will result in deductions from the monies due the contractor as “liquated” damages in an amount equal to **\$500.00** per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this 17<sup>th</sup> day of May, 2022

Effingham County Board of Commissioners

Wesley M. Corbitt  
Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: Griffin Contracting, Inc.

By: Chris Davis

Title: Secretary

Date of Acceptance: May 20, 2022

# Change Order # 1

Project: 22-25-009 – TSPLOST Intersection – Kolic Helmey at SEES

Contract Date: May 17, 2022

Change Order Effective Date: October 4, 2022

Change Order Issued to: Griffin Contracting, Inc.  
122 Pipemakers Circle  
Pooler, GA 31322

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

ITEM NO.	DESCRIPTION	Total
1	Re-Design needed for Intersection –	\$165,677.08
	-Breakdown on the attached documentation	
	<b>TOTAL</b>	<b>\$165,677.08</b>

The original Contract Sum was.....\$ 677,804.00

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

The Contract Sum prior to this Change Order was.....\$ 677,804.00

The Contract Sum will be increased by this Change Order.....\$ 165,677.08

The new Contract Sum including this Change Order will be.....\$ 843,481.08

The Contract Time will be increased by 0 days

Only non-traffic related punch list work remains, completion scheduled for next week.

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

Contractor  
 Griffin Contracting, Inc.  
 122 Pipemakers Circle  
 Pooler, GA 31322

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

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

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

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



GRIFFIN  
CONTRACTING, INC.

September 23, 2022

Mr. R.M. "Rip" Graham  
Roberts Civil Engineering  
301 Sea Island Road, Suite 10  
St. Simons Island, GA 31522

Re: TSPLOST Intersection Kolic Helmey & SEES  
Change Order # 1 Request per Re-Design Changes

Dear Mr. Graham

Per the revised plans dated 07/05/22 on the TSPLOST Kolic Helmey Intersection Project, we are requesting a change order in the amount of **\$ 165,677.08**. Please see the attached breakdowns showing the increases and deductions from the original contract/plans.

Please let me know if you need any additional information.

Sincerely,

A handwritten signature in blue ink that reads "Chris Davis". The signature is written in a cursive, flowing style.

Chris Davis  
Project Manager/Secretary  
Griffin Contracting, Inc



**PROJECT : TSPLOST Intersection - Kolic Helmey at SEES**

LOCATION : Effingham County, Georgia

GRIFFIN JOB # 22041

**Re-Design Change Order # 1**

<b>BID FORM</b>					
Item	Description	Quantity	Units	Unit Price	Total
1	Traffic Control	1.00	LS	\$ 8,200.00	\$ 8,200.00
2	Grading Complete	1.00	LS	\$ 46,630.00	\$ 57,030.00
4	8" GAB	727.00	SY	\$ 38.00	\$ 27,626.00
5	Asphalt Leveling	160.56	TN	\$ 190.00	\$ 30,506.40
6	2" Asphalt Surface Course 12.5 MM SP	312.09	TN	\$ 152.00	\$ 47,437.68
7	5" Solid Yellow Stripe	5,277.00	LF	\$ 0.50	\$ 2,638.50
8	5" Solid White Stripe	493.00	LF	\$ 0.50	\$ 246.50
9	5" Skip Yellow Stripe	-1,466.00	LF	\$ 0.50	\$ (733.00)
10	Stop Bar	-2.00	EA	\$ 60.00	\$ (120.00)
11	Pavement Arrow	2.00	EA	\$ 50.00	\$ 100.00
12	Solid Yellow Hashing Stripe	809.00	SY	\$ 3.00	\$ 2,427.00
13	5" Skip White Stripe	408.00	GLF	\$ 0.50	\$ 204.00
14	Traffic Signage (Including Post)	3	EA	\$ 300.00	\$ 900.00
15	24" RCP	-42	LF	\$ 100.00	\$ (4,200.00)
16	18" RCP	62	LF	\$ 75.00	\$ 4,650.00
17	30" RCP	8	LF	\$ 122.00	\$ 976.00
18	30" Flared End Section	1	EA	\$ 1,500.00	\$ 1,500.00
19	Rip Rap	-1,274	SF	\$ 12.00	\$ (15,288.00)
20	Removal of Unsuitable Material	-50	CY	\$ 30.00	\$ (1,500.00)
21	Imported Fill	-50	CY	\$ 36.00	\$ (1,800.00)
22	Concrete Pavement	-1,107	SF	\$ 12.00	\$ (13,284.00)
23	Fence/Gate Work - Subcontractor	1	LS	\$ 18,160.00	\$ 18,160.00
<b>GRAND TOTAL</b>					<b>\$ 165,677.08</b>

**LUMP SUM PRICES NOTES:**

Traffic Control price includes additional materials & labor due to extra length of project site.

Traffic Control price also includes cost of additional temporary striping.

Grading Complete includes the extra pavement demolition of the school entrances, additional clearing, additional surveying, additional rough grading & fine grading for larger areas, and all of the Storm Drainage Changes - PLEASE SEE ATTACHED BREAKDOWN

Fence/Gate work price includes the removal of existing fencing & gates, supply & installation of temporary gates, and installation of new fencing & larger galvanized rolling gates.

PROJECT : TSPLOST Intersection - Kolic Helmey at SEES

LOCATION : Effingham County, Georgia

GRIFFIN JOB # 22041

**REDESIGN ADDITIONAL GRADING BREAKDOWN**

BID FORM					
Item	Description	Quantity	Units	Unit Price	Total
1	Extra Surveying	1.00	LS	\$ 7,500.00	\$ 7,500.00
2	Demo 3 Asphalt School Driveway Entrances	555.00	SY	\$ 25.00	\$ 13,875.00
3	Rough Grading - Added Grass Shoulders	1530.00	LF	\$ 5.00	\$ 7,650.00
4	Rough Grading Areas for Additional Asphalt	727.00	SY	\$ 10.00	\$ 7,270.00
5	Delete Ditches North Side of Project	-1035.00	LF	\$ 10.00	\$ (10,350.00)
6	Add Ditches South Side of Project	815.00	LF	\$ 10.00	\$ 8,150.00
7	Storm Changes - Delete Manholes	-1.00	LS	\$ 9,900.00	\$ (9,900.00)
8	Storm Changes - Add 2 Large Poured in Place Boxes	1.00	LS	\$ 17,300.00	\$ 17,300.00
9	Extra Clearing	1.00	LS	\$ 1,500.00	\$ 1,500.00
10	Regrade & Add Stone for Slope Correction	1.00	LS	\$ 10,400.00	\$ 10,400.00
11	Fine Grading Areas for Additional Asphalt	727.00	SY	\$ 5.00	\$ 3,635.00
GRADING TOTAL					\$ 57,030.00

## Staff Report

**Subject:** Approval of Change Order #2 for Agreement 22-25-010 with McLendon Enterprises, Inc. for the LMIG 2022 and other road work

**Author:** Alison Bruton, Purchasing Agent

**Department:** Public Works/Roads

**Meeting Date:** October 4, 2022

**Item Description:** Change Order #2 for Agreement 22-25-010 with McLendon Enterprises, Inc. for the LMIG 2022 and other road work

**Summary Recommendation:** Staff recommends approval of Change Order #2 for Agreement 22-25-010 with McLendon Enterprises, Inc. for the LMIG 2022 and other road work for a reduction in price of **\$594,290.55**.

### Executive Summary/Background:

- In August, Contract 22-25-010 was awarded to McLendon Enterprises, Inc. for LMIG 2022 and other road projects throughout the County in the amount of \$3,764,575.98.
- In September, the Board approved CO1 to McLendon for two other areas that need repair - Blue Jay and McCall Road Intersection, and Old Augusta Road at Estes Trucking.
- During the review of the other roads included in the contract between McLendon, Roberts Civil Engineering, and staff, it was determined that deductions could be made to three of the roads:
  - Old August Road (TSPLOST, dirt road) – Complete Deduction (**-\$512,926.24**)
  - Old Tusculum Road (LMIG) – Change in Scope (**-\$1,657.75**)
  - Bay Road (LMIG) – Change in Scope (**-\$79,706.56**)
- Staff has confirmed that we still meet the County match requirements for LMIG with these deductions. The new contract total for McLendon will be \$3,213,220.90

### Alternatives for Commission to Consider

1. Approval of Change Order #2 for Agreement 22-25-010 with McLendon Enterprises, Inc. for the LMIG 2022 reduction in price of **\$594,290.55**
2. Take no action.

### Recommended Alternative: 1

#### Other Alternatives: 2

**Department Review:** Asst. County Manager, Purchasing

**Funding Source:** \$1.2M is funded in the LMIG budget, the remaining funds will be expended from TSPLOST or SPLOST, a budget amendment will be necessary

#### Attachments:

1. Change Order #2
2. Quote from McLendon

# Change Order # 2

Project: ITB 22-25-010 – 2022 LMIG

Contract Date: August 16, 2022

Change Order Effective Date: October 4, 2022

Change Order Issued to: McLendon Enterprises, Inc.  
2365 Aimwell Road  
Vidalia, GA 30474

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

ITEM NO.	DESCRIPTION	Total
1	Old Augusta Road – Deduct (TSPLOST)	(-\$512,926.24)
2	Old Tusculum Road – Change of Scope (LMIG)	(-\$1,657.75)
3	Bay Road – Change of Scope (LMIG)	(-\$79,706.56)
	<b>TOTAL</b>	

The original Contract Sum was.....\$ 3,764,575.98

Net change by previously authorized Change Orders.....\$ 42,935.47

The Contract Sum prior to this Change Order was.....\$ 3,807,511.45

The Contract Sum will be increased by this Change Order.....( -\$594,290.55)

The new Contract Sum including this Change Order will be.....\$ 3,213,220.90

The Contract Time will be increased by 0 days

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

Contractor  
McLendon Enterprises, Inc.  
2365 Aimwell Road  
Vidalia, GA 30474

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

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

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

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



2365 Aimwell Road  
Vidalia, GA 30474  
Phone: (912) 537-7887  
Fax: (912) 538-7967

September 23, 2022

Mr. Rip Graham  
Roberts Civil Engineering

RE: ITB 22-25-010-2022 Effingham County LMIG 2022  
Old Augusta Road Change Order #2

Mr. Graham,

Attached is the information for change order for Old Augusta Road on the above referenced project.  
In summary:

Old Augusta Road will be deleted in it's entirety. The only cost remaining on this road is bond premium for Epps contracting that was put in the Traffic and Safety Control LS item along with the time McLendon employees have spent on site scheduling, locating utilities, driveway pipe locations, and any other tasks associated with this road.

The add/delete summary is attached for review.

*Sean M. Scott*  
Sean M. Scott, P.E.  
Chief Engineer

Cc: Keith Clements, McLendon Enterprises, Inc.  
Kenny Allen, McLendon Enterprises, Inc.

**Old Augusta Road**

## Original Contract

Item	Gdot Ref	Description	Est Qty	Unit	Bid Unit \$	Bid \$\$
1	150	Traffic and Safety Control	1	LS	\$80,994.50	\$80,994.50
2	151	Mobilization and Demobilization	1	LS	\$8,037.55	\$8,037.55
3	161	Control of Erosion and Sed.	1	LS	\$10,688.95	\$10,688.95
4	210	Grading and Compacting of Exist. Road	1	LS	\$24,853.60	\$24,853.60
5	424	5/8"-3/4" Triple Surface	41136	SY	\$7.99	\$328,676.64
6	402	Asphalt Deep Patch 25mm, Superpave	0	TN	\$0.00	\$0.00
7	420	Rejuvenating Scrub Seal, Type B	0	SY	\$0.00	\$0.00
8	402	9.5mm Tp 2 (165 lbs/sy)	0	TN	\$0.00	\$0.00
9	415	Open graded interlayer (100 lbs/sy)	0	TN	\$0.00	\$0.00
10	428	Micro-Surfacing, Type 1	0	SY	\$0.00	\$0.00
11	210	Shoulder Grading	0	AC	\$0.00	\$0.00
12	652	5" Solid Traffic Stripe-Yellow(High Build)	0	LF	\$0.00	\$0.00
13	652	5" Solid Traffic Stripe-White(High Build)	0	LF	\$0.00	\$0.00
14	652	5" Skip Traffic Stripe-Yellow(High Build)	0	GLF	\$0.00	\$0.00
15	652	24" Stop Bar(High Build)	0	EA	\$0.00	\$0.00
16	706	Turf Establishment	3.8	AC	\$1,950.00	\$7,410.00
17	R1-1	Stop Sign to Include Post	0	EA	\$0.00	\$0.00
18		Onsite Sanitary Facilities	1	LS	\$256.80	\$256.80
19	202	Scraping and re-shaping exist. Ditches	1	LS	\$23,921.25	\$23,921.25
20		Type 1 Yellow Raised Pavement Markers	0	EA	\$0.00	\$0.00
21		Type 2 Yellow Raised Pavement Markers	0	EA	\$0.00	\$0.00
22	550	18" RCP Side drain pip	576	LF	\$57.73	\$33,252.48
23	303	Supply suitable fill	100	CY	\$24.69	\$2,469.00
24	205	Removal of unsuitable	100	CY	\$20.95	\$2,095.00
Road Total						\$522,655.77

**Old Augusta Road**

## Revised Contract

Item	Gdot Ref	Description	Est Qty	Unit	Bid Unit \$	Bid \$\$
1	150	Traffic and Safety Control	1	LS	\$9,729.53	\$9,729.53
2	151	Mobilization and Demobilization	1	LS	\$0.00	\$0.00
3	161	Control of Erosion and Sed.	1	LS	\$0.00	\$0.00
4	210	Grading and Compacting of Exist. Road	1	LS	\$0.00	\$0.00
5	424	5/8"-3/4" Triple Surface	41136	SY	\$0.00	\$0.00
6	402	Asphalt Deep Patch 25mm, Superpave	0	TN	\$0.00	\$0.00
7	420	Rejuvenating Scrub Seal, Type B	0	SY	\$0.00	\$0.00
8	402	9.5mm Tp 2 (165 lbs/sy)	0	TN	\$0.00	\$0.00
9	415	Open graded interlayer (100 lbs/sy)	0	TN	\$0.00	\$0.00
10	428	Micro-Surfacing, Type 1	0	SY	\$0.00	\$0.00
11	210	Shoulder Grading	0	AC	\$0.00	\$0.00
12	652	5" Solid Traffic Stripe-Yellow(High Build)	0	LF	\$0.00	\$0.00
13	652	5" Solid Traffic Stripe-White(High Build)	0	LF	\$0.00	\$0.00
14	652	5" Skip Traffic Stripe-Yellow(High Build)	0	GLF	\$0.00	\$0.00
15	652	24" Stop Bar(High Build)	0	EA	\$0.00	\$0.00
16	706	Turf Establishment	3.8	AC	\$0.00	\$0.00
17	R1-1	Stop Sign to Include Post	0	EA	\$0.00	\$0.00
18		Onsite Sanitary Facilities	1	LS	\$0.00	\$0.00
19	202	Scraping and re-shaping exist. Ditches	1	LS	\$0.00	\$0.00
20		Type 1 Yellow Raised Pavement Markers	0	EA	\$0.00	\$0.00
21		Type 2 Yellow Raised Pavement Markers	0	EA	\$0.00	\$0.00
22	550	18" RCP Side drain pip	576	LF	\$0.00	\$0.00
23	303	Supply suitable fill	100	CY	\$0.00	\$0.00
24	205	Removal of unsuitable	100	CY	\$0.00	\$0.00
Road Total						\$9,729.53

**\$9,729.53** is for Epps bond premium and 5 days of project manager, superintendent, and foreman time on this project preparing for it prior to the decision to abandon it.

Total Change to Original Contract Value      -\$512,926.24





2365 Aimwell Road  
Vidalia, GA 30474  
Phone: (912) 537-7887  
Fax: (912) 538-7967

September 23, 2022

Mr. Rip Graham  
Roberts Civil Engineering

RE: ITB 22-25-010-2022 Effingham County LMIG 2022  
Old Tusculum Road Change Order #3

Mr. Graham,

Attached is the information for a change order for Old Tusculum Road on the above referenced project.  
In summary:

Old Tusculum Road's scope has been modified to delete almost all patching and add 2' widening. The scrub seal and microsurface will be applied following the widening.

The add/delete summary is attached for review.

*Sean M. Scott*  
Sean M. Scott, P.E.  
Chief Engineer

Cc: Keith Clements, McLendon Enterprises, Inc.  
Kenny Allen, McLendon Enterprises, Inc.

**Old Tusculum Road**

## Original Contract

Item	Gdot Ref	Description	Est Qty	Unit	Bid Unit \$	Bid \$\$
1	150	Traffic and Safety Control	1	LS	\$108,989.64	\$108,989.64
2	151	Mobilization and Demobilization	1	LS	\$117,637.38	\$117,637.38
6	402	Asphalt Deep Patch 25mm, Superpave	3757	TN	\$111.97	\$420,671.29
7	420	Rejuvenating Scrub Seal, Type B	48786	SY	\$4.25	\$207,340.50
10	428	Micro-Surfacing, Type 1	49107	SY	\$4.15	\$203,794.05
11	210	Shoulder Grading	2.9	AC	\$13,544.38	\$39,278.70
12	652	5" Solid Traffic Stripe-Yellow(High Build)	17424	LF	\$0.21	\$3,659.04
13	652	5" Solid Traffic Stripe-White(High Build)	34848	LF	\$0.21	\$7,318.08
14	652	5" Skip Traffic Stripe-Yellow(High Build)	17424	GLF	\$0.14	\$2,439.36
15	652	24" Stop Bar(High Build)	1	EA	\$25.00	\$25.00
16	706	Turf Establishment	2.9	AC	\$1,950.00	\$5,655.00
17	R1-1	Stop Sign to Include Post	1	EA	\$350.00	\$350.00
18		Onsite Sanitary Facilities	1	LS	\$256.80	\$256.80
20		Type 1 Yellow Raised Pavement Markers	109	EA	\$5.50	\$599.50
21		Type 2 Yellow Raised Pavement Markers	327	EA	\$5.50	\$1,798.50

\$1,119,812.84

**Old Tusculum Road**

## Revised Contract

Item	Gdot Ref	Description	Est Qty	Unit	Bid Unit \$	Bid \$\$
1	150	Traffic and Safety Control	1	LS	\$108,989.64	\$108,989.64
2	151	Mobilization and Demobilization	1	LS	\$117,637.38	\$117,637.38
6	402	Asphalt Deep Patch 25mm, Superpave	40	TN	\$111.97	\$4,478.80
7	420	Rejuvenating Scrub Seal, Type B	51360	SY	\$4.25	\$218,280.00
10	428	Micro-Surfacing, Type 1	51360	SY	\$4.15	\$213,144.00
11	210	Shoulder Grading	2.9	AC	\$13,544.38	\$39,278.70
12	652	5" Solid Traffic Stripe-Yellow(High Build)	17424	LF	\$0.21	\$3,659.04
13	652	5" Solid Traffic Stripe-White(High Build)	34848	LF	\$0.21	\$7,318.08
14	652	5" Skip Traffic Stripe-Yellow(High Build)	17424	GLF	\$0.14	\$2,439.36
15	652	24" Stop Bar(High Build)	1	EA	\$25.00	\$25.00
16	706	Turf Establishment	2.9	AC	\$1,950.00	\$5,655.00
17	R1-1	Stop Sign to Include Post	1	EA	\$350.00	\$350.00
18		Onsite Sanitary Facilities	1	LS	\$256.80	\$256.80
20		Type 1 Yellow Raised Pavement Markers	109	EA	\$5.50	\$599.50
21		Type 2 Yellow Raised Pavement Markers	327	EA	\$5.50	\$1,798.50
CO		Shoulder Excavation for 2' Widening incl. Soil Sterilant	14910	LF	\$15.50	\$231,105.00
CO		4" 25mm Widening	1457	TN	\$111.97	\$163,140.29

\$1,118,155.09

Total Change to Original Contract Value      -\$1,657.75



2365 Aimwell Road  
Vidalia, GA 30474  
Phone: (912) 537-7887  
Fax: (912) 538-7967

September 23, 2022

Mr. Rip Graham  
Roberts Civil Engineering

RE: ITB 22-25-010-2022 Effingham County LMIG 2022  
Bay Road change order #4

Mr. Graham,

Attached is the information for change order for Bay Road on the above referenced contract.  
In summary:

Bay Road's scope has been modified to delete all patching. All other items are to be installed as originally intended.

The add/delete summary is attached for review.

*Sean M. Scott*  
Sean M. Scott, P.E.  
Chief Engineer

Cc: Keith Clements, McLendon Enterprises, Inc.  
Kenny Allen, McLendon Enterprises, Inc.

**Bay Road**

## Original Contract

Item	Gdot Ref	Description	Est Qty	Unit	Bid Unit \$	Bid \$\$
1	150	Traffic and Safety Control	1	LS	\$23,319.40	\$23,319.40
2	151	Mobilization and Demobilization	1	LS	\$4,018.78	\$4,018.78
3	161	Control of Erosion and Sed.	0	LS	\$0.00	\$0.00
4	210	Grading and Compacting of Exist. Road	0	LS	\$0.00	\$0.00
5	424	5/8"-3/4" Triple Surface	0	SY	\$0.00	\$0.00
6	402	Asphalt Deep Patch 25mm, Superpave	664	TN	\$120.04	\$79,706.56
7	420	Rejuvenating Scrub Seal, Type B	8624	SY	\$4.25	\$36,652.00
8	402	9.5mm Tp 2 (165 lbs/sy)	0	TN	\$0.00	\$0.00
9	415	Open graded interlayer (100 lbs/sy)	0	TN	\$0.00	\$0.00
10	428	Micro-Surfacing, Type 1	8720	SY	\$4.15	\$36,188.00
11	210	Shoulder Grading	0.6	AC	\$14,125.18	\$8,475.11
12	652	5" Solid Traffic Stripe-Yellow(High Build)	3696	LF	\$0.21	\$776.16
13	652	5" Solid Traffic Stripe-White(High Build)	7392	LF	\$0.21	\$1,552.32
14	652	5" Skip Traffic Stripe-Yellow(High Build)	3696	GLF	\$0.14	\$517.44
15	652	24" Stop Bar(High Build)	1	EA	\$25.00	\$25.00
16	706	Turf Establishment	0.6	AC	\$1,950.00	\$1,170.00
17	R1-1	Stop Sign to Include Post	1	EA	\$350.00	\$350.00
18		Onsite Sanitary Facilities	1	LS	\$128.40	\$128.40
19	202	Scraping and re-shaping exist. Ditches	0	LS	\$0.00	\$0.00
20		Type 1 Yellow Raised Pavement Markers	0	EA	\$5.50	\$0.00
21		Type 2 Yellow Raised Pavement Markers	0	EA	\$5.50	\$0.00
						\$192,879.17

**Bay Road**

## Revised Contract

Item	Gdot Ref	Description	Est Qty	Unit	Bid Unit \$	Bid \$\$
1	150	Traffic and Safety Control	1	LS	\$23,319.40	\$23,319.40
2	151	Mobilization and Demobilization	1	LS	\$4,018.78	\$4,018.78
3	161	Control of Erosion and Sed.	0	LS	\$0.00	\$0.00
4	210	Grading and Compacting of Exist. Road	0	LS	\$0.00	\$0.00
5	424	5/8"-3/4" Triple Surface	0	SY	\$0.00	\$0.00
6	402	Asphalt Deep Patch 25mm, Superpave	0	TN	\$120.04	\$0.00
7	420	Rejuvenating Scrub Seal, Type B	8624	SY	\$4.25	\$36,652.00
8	402	9.5mm Tp 2 (165 lbs/sy)	0	TN	\$0.00	\$0.00
9	415	Open graded interlayer (100 lbs/sy)	0	TN	\$0.00	\$0.00
10	428	Micro-Surfacing, Type 1	8720	SY	\$4.15	\$36,188.00
11	210	Shoulder Grading	0.6	AC	\$14,125.18	\$8,475.11
12	652	5" Solid Traffic Stripe-Yellow(High Build)	3696	LF	\$0.21	\$776.16
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14	652	5" Skip Traffic Stripe-Yellow(High Build)	3696	GLF	\$0.14	\$517.44
15	652	24" Stop Bar(High Build)	1	EA	\$25.00	\$25.00
16	706	Turf Establishment	0.6	AC	\$1,950.00	\$1,170.00
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18		Onsite Sanitary Facilities	1	LS	\$128.40	\$128.40
19	202	Scraping and re-shaping exist. Ditches	0	LS	\$0.00	\$0.00
20		Type 1 Yellow Raised Pavement Markers	0	EA	\$5.50	\$0.00
21		Type 2 Yellow Raised Pavement Markers	0	EA	\$5.50	\$0.00
						\$113,172.61

Total Change to Original Contract Value      -\$79,706.56

## Staff Report

**Subject:** Approval and publication of job description for a new position in Probation.

**Author:** Sarah Mausolf, Director

**Department:** Human Resources and Risk Management

**Meeting Date:** October 4, 2022

**Item Description:** Approval and publication of job description for a new position in Probation.

**Summary Recommendation:**

Staff is requesting authorization to approve and publish this job description for a new position in Probation.

### Executive Summary/Background

*Office Manager (Probation)* – The purpose of this position is to ensure that all administrative functions of the Probation Office are completed by staff according to standard operating procedures and to assist the department head in daily activities, providing both clerical and financial support, to ensure smooth and efficient departmental/office operations.

This will be a promotion for the current Administrative Assistant who has been with the County since 1995 and Probation Office since 2000.

### Alternatives for Commission to Consider

1. Approve the job description and authorize publication and distribution.
2. Disapprove the job description and provide guidance to staff.

**Recommended Alternative:** Staff recommends Alternative 1.

**Other Alternatives:** None.

**Department Review:** County Manager, Probation, and Human Resources.

**Funding Source:** Funding through Fiscal Year 23 turnover savings.

**Attachments:** Office Manager (Probation) Job Description



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Office Manager</b>	<b>Job Code: 0501205</b>
<b>Reports to: Chief Probation Officer</b>	<b>FLSA Status: Exempt</b>
<b>Department: Probation</b>	

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

### **Position Overview:**

The purpose of this classification is to ensure that all administrative functions of the Probation Office are completed by staff according to standard operating procedures and to assist the department head in daily activities, providing both clerical and financial support, to ensure smooth and efficient departmental/office operations.

### **Principal Duties and Responsibilities (Essential Functions\*\*):**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

Provide Executive Assistance to the Chief Probation Officer in confidential administrative and personnel matters.

Supervises Probation Officers when Chief Probation Officer is out; Ensures work quality of subordinates.

Prepares correspondence; answers mail; prepares memos and reports on matters concerning the department.

Posts payments to Jagware and emails probation officers to let them know of payments that are made

Maintains a daily log of all visitors to the Probation Office.

Monitors Effingham, Chatham, Bryan, Bulloch and Liberty County Bookings for New Arrests and logs in arrests into Jagware.

Assists Probation Officers in requesting incident reports from arresting agency, help prepare warrants, orders and petitions

Enters new cases into Jagware and prepares the case file.



**EFFINGHAM COUNTY BOARD OF COMMISSIONERS****Job Title: Office Manager****Job Code: 0501205****Principal Duties and Responsibilities CONTINUED (Essential Functions\*\*):**

Closes out cases in Jagware, prepares the file with purging information and files in closed out cabinet.

Post payments from Point n Pay, and balances daily, and monthly reports from jag with Point N Pay.

Prepares financial reports for State, Superior, Springfield and Guyton Courts.

Receives invoices via email and processes them for payment through ADG

Balance and reconciles bank statements by preparing monthly spreadsheets; scanning receipts and statements for submission to Accounts Payable; provide hard copies; maintains records.

Maintains financial information in a confidential manner; prepares and maintains complex financial files.

Prepares requisitions for payment of invoices; keeps copies of purchase orders and invoices for office file; batches and turns requisitions into Purchasing Department; monitors the budget by storing information on payment of invoices in the computer.

Checks and reviews a variety of data for accuracy, completeness, and conformance to established standards.

Maintains inventory of supplies; orders or requisitions supplies as needed.

Assists in processing incoming and outgoing mail.

Compiles tables and summaries for statistical reports and budgets; generates and prints related reports.

Operates a computer to enter, retrieve, review or modify data; verifies accuracy of entered data and makes corrections; utilizes spreadsheets or other software programs.

Communicates with supervisor, employees, other departments, the public, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.

Assists Chief Probation officer with budget preparation.

**EFFINGHAM COUNTY BOARD OF COMMISSIONERS****Job Title: Office Manager****Job Code: 0501205****Principal Duties and Responsibilities CONTINUED (Essential Functions\*\*):**

Assists in answering incoming calls; takes messages or routes calls to appropriate party

Maintains copiers and office equipment.

Collects Data for DCS/MPOU Quarterly Reports and prepares quarterly report for submission

Receives validations from the Effingham County Warrants Division/Effingham 911 Center and processes and returns in a timely manner

Be available to Finance if something should arise and they need immediate assistance

Be available to State/Superior/Springfield/Guyton Clerks and Solicitors Office if they have questions about a case.

Attends safety meetings as directed, prepares and submits office safety inspections forms to the Risk Officer, as well as prepares monthly safety education for Probation staff to review.

**ADDITIONAL FUNCTIONS**

Answers the telephone; makes copies; runs errands.

Provides assistance to other employees or departments as needed.

Performs other related duties as required.

**MINIMUM QUALIFICATIONS**

High school diploma or GED; supplemented by three (3) years previous experience and/or training that includes administration, office procedures, and dealing with the public; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

**Job Title: Office Manager**

**Job Code: 0501205**

### **PERFORMANCE APTITUDES**

#### **Data Utilization:**

Requires the ability to review, classify, categorize, prioritize, and/or analyze data. Includes exercising discretion in determining data classification, and in referencing such analysis to established standards for the purpose of recognizing actual or probable interactive effects and relationships.

#### **Human Interaction:**

Requires the capacity to act as a first line supervisor, including overseeing work, acting on employee problems, and assigning the work of others.

#### **Equipment, Machinery, Tools, and Materials Utilization:**

Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

#### **Verbal Aptitude:**

Requires the ability to utilize a wide variety of reference, descriptive, and/or advisory data and information.

#### **Mathematical Aptitude:**

Requires the ability to perform addition, subtraction, multiplication, and division; the ability to calculate decimals and percentages; the ability to utilize principles of fractions; and the ability to interpret graphs.

#### **Functional Reasoning:**

Requires the ability to apply principles of rational systems; to interpret instructions furnished in written, oral, diagrammatic, or schedule form; and to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objectives.

#### **Situational Reasoning:**

Requires the ability to exercise judgment, decisiveness and creativity in situations involving evaluation of information against measurable or verifiable criteria.

**EFFINGHAM COUNTY BOARD OF COMMISSIONERS****Job Title: Office Manager****Job Code: 0501205****ADA COMPLIANCE****Physical Ability:**

Tasks require the ability to exert very moderate physical effort in light work, typically involving some combination of stooping, kneeling, crouching and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds).

**Sensory Requirements:**

Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, and visual cues or signals. Some tasks require the ability to communicate orally.

**Environmental Factors:**

Essential functions are regularly performed without exposure to adverse environmental conditions.

\*\* To comply with regulations by the American with Disabilities Act (ADA), the principal duties in job descriptions must be essential to the job. To identify essential functions, focus on the purpose and the result of the duties rather than the manner in which they are performed. The following definition applies: a job function is essential if removal of that function would fundamentally change the job.

## Staff Report

**Subject:** Variance (First District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** **Carley & Tyler Dunn** request a **variance** from the required building setbacks, to allow for the replacement of a mobile home. Located at 100 Hagin Street, zoned **AR-1**. **Map# 296A Parcel# 44**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **variance** from the required building setbacks, to allow for the replacement of a dwelling, with conditions.

### 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 wishes to replace a mobile home, utilizing the existing dwelling site. The AR-1 zoned property is a non-conforming lot of .39 acres. The current mobile home is being demolished and removed from the site. The applicant wishes to place a new, slightly larger mobile home on the site. The current structure does not meet rear setback requirements. The replacement mobile home cannot move forward due to the location of the drainfield in the front yard.
- The lot is approximately 100' deep by 150' wide (variable). The AR-1 front and rear setback requirements are 50', which would allow no space for a residential structure.
- The proposed new mobile home is 30' deep X 60' wide. If placed parallel to Hagin Street, the mobile home will be ~15' from the rear property boundary.
- At the September 19, 2022 Planning Board meeting, Ryan Thompson made a motion to **approve** the request for a **variance** from the required building setbacks, with the following conditions:
  - Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
  - The lot shall meet all other requirements of the AR-1 zoning district.
- The motion was seconded by Alan Zipperer, and carried unanimously.

### Alternatives

**1. Approve** the request for a **variance** from the required rear building setbacks, to allow for the replacement of a dwelling, with the following conditions:

- Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
- The lot shall meet all other requirements of the AR-1 zoning district.

**2. Deny** the request for a **variance** from the required building setbacks.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Variance application

3. Site Plan

5. Deed

2. Ownership certificate/authorization

4. Aerial photograph

**ATTACHMENT A - VARIANCE APPLICATION**Application Date: 08/04/22Applicant/Agent: Carley and Tyler DunnApplicant Email Address: carleybryanna@gmail.comPhone # 912-666-8205Applicant Mailing Address: 207 KingswayCity: Ellabell State: GA Zip Code: 31308Property Owner, if different from above: N/A*Include Signed & Notarized Authorization of Property Owner*Owner's Email Address (if known): N/APhone # N/AOwner's Mailing Address: N/ACity: N/A State: N/A Zip Code: N/AProperty Location: 100 Hagin Street Guyton GA 31312

Name of Development/Subdivision: \_\_\_\_\_

Present Zoning of Property AR-1 Tax Map-Parcel # 296A-44 Total Acres .39**VARIANCE REQUESTED** (provide relevant section of code): \_\_\_\_\_Describe why variance is needed: To put a mobile Home on  
property that will fit my family  
(Reducing set backs) 32x60

How does request meet criteria of Section 7.1.8 (see Attachment C): \_\_\_\_\_

Need set back variance to replace mobile home  
on nonconforming lot.Applicant Signature: Tyler Date 8-26-22



**ATTACHMENT B - OWNERSHIP CERTIFICATION**

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

July 22, 2022, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 2797 page 900.

I hereby certify that I am the owner of the property being proposed for Variance approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Sworn and subscribed before me this 26<sup>th</sup> day of August, 20 22.

Kathleen Erin Dunnigan  
Notary Public, State of Georgia





**BK:2797 PG:900-900  
D2022007488**

FILED IN OFFICE  
CLERK OF COURT  
07/22/2022 09:04 AM  
JASON E. BRAGG, CLERK  
SUPERIOR COURT  
EFFINGHAM COUNTY, GA

*Jason E. Bragg*

REAL ESTATE  
TRANSFER TAX  
PAID: \$8.00

8849504050  
PARTICIPANT ID

**RETURN TO:  
REDDICK & EXLEY  
ATTORNEYS AT LAW  
P.O. BOX 385  
SPRINGFIELD, GA 31329**

**WARRANTY DEED**

PT-61 051-2022-002187

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 22 day of July, 2022, between JOSHUA ALEXANDER SMITH of the FIRST PART, and TYLER L. DUNN and CARLEY B. DUNN of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said parties of the SECOND PART, as joint tenants with right of survivorship as defined and created by O.C.G.A. § 44-6-190, then to their heirs, executors and assigns of the survivor, the following described property, to-wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the Town of Pineora, 10<sup>th</sup> G.M. District, Effingham County, Georgia, known and designated as Lot Number One (1), Block Number Fifty-four (54), that is shown and more particularly described by the plat of survey made by Paul Weitman, County Surveyor, dated March 7, 1961, re corded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Surveyor's Record Book H, Page 145, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Deed from Bambi Lynn Bowers Jones as Executor of the Last Will and Testament of Doris Leah Smith to Joshua Alexander Smith by Deed dated November 13, 2014 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 2267, Page 863.

SUBJECT, to restrictive covenants and easements of record.

**SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.**

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereunto the same being, belonging, or in anywise appertaining, to the only property use, benefit and behoof of the said parties of the second part, as joint tenants with the right of survivorship as defined above, then to their heirs, executors and assigns of the survivor, forever in Fee Simple.

AND THE SAID party of the FIRST PART, for his heirs and assigns, will warrant and forever defend the right and title to the above described property unto the said parties of the SECOND PART, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the FIRST PART has hereunto set his hand, affixed his seal and delivered these presents, the day and year first above written.

*Joshua Alexander Smith* (SEAL)  
JOSHUA ALEXANDER SMITH

Signed, sealed and delivered  
in the presence of:

*Wendy P. Burk*

Unofficial Witness

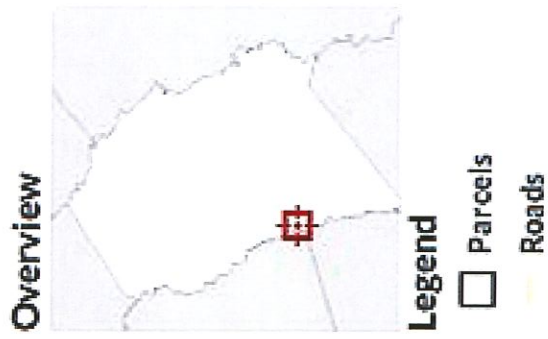
*R. Edward Reddick*

Notary Public

lb











State of Ga.  
Effingham Co.  
Plat of  
Twenty-four lots as shown in Pineora, Ga., 10th G. M. District. Done for and by direction of  
Durrelle Hagin. Completed March 7, 1961. Scale 100 ft. per inch.



# 100 HAGIN STREET





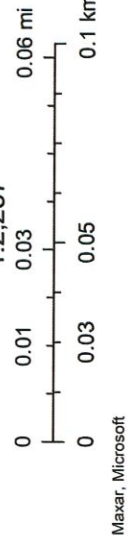
# 100 HAGIN STREET



8/16/2022, 9:22:41 AM

- Address Points
- Tax Parcel Labels
- Effingham County Zoning
- Parcels2020
- AR-1
- AR-2
- B-2
- B-3
- Roads

1:2,257



Maxar, Microsoft

122

Item XIII. 1.

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** **Carley & Tyler Dunn** request a **variance** from the required building setbacks, to allow for the replacement of a mobile home. Located at 100 Hagin Street, zoned **AR-1**. **Map# 296A Parcel# 44**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **variance** from the required building setbacks, to allow for the replacement of a dwelling, with conditions.

### 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 wishes to replace a mobile home, utilizing the existing dwelling site. The AR-1 zoned property is a non-conforming lot of .39 acres. The current mobile home is being demolished and removed from the site. The applicant wishes to place a new, slightly larger mobile home on the site. The current structure does not meet rear setback requirements. The replacement mobile home cannot move forward due to the location of the drainfield in the front yard.
- The lot is approximately 100' deep by 150' wide (variable). The AR-1 front and rear setback requirements are 50', which would allow no space for a residential structure.
- The proposed new mobile home is 30' deep X 60' wide. If placed parallel to Hagin Street, the mobile home will be ~15' from the rear property boundary.
- At the September 19, 2022 Planning Board meeting, Ryan Thompson made a motion to **approve** the request for a **variance** from the required building setbacks, with the following conditions:
  1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
  2. The lot shall meet all other requirements of the AR-1 zoning district.
- The motion was seconded by Alan Zipperer, and carried unanimously.

### Alternatives

**1. Approve** the request for a **variance** from the required rear building setbacks, to allow for the replacement of a dwelling, with the following conditions:

1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
2. The lot shall meet all other requirements of the AR-1 zoning district.

**2. Deny** the request for a **variance** from the required building setbacks.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

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

296A-44

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

296A-44

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, CARLEY & TYLER DUNN has filed an application for a variance, to reduce the required building setbacks, to allow for the replacement of a dwelling; map and parcel number 296A-44, located in the 1<sup>st</sup> commissioner district, and

WHEREAS, a public hearing was held on October 4, 2022 and notice of said hearing having been published in the Effingham County Herald on September 14, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 31, 2022; and

IT IS HEREBY ORDAINED THAT a variance to reduce the required building setbacks, to allow for the replacement of a dwelling; map and parcel number 296A-44, located in the 1<sup>st</sup> commissioner district is approved, with the following conditions:

1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
2. The lot shall meet all other requirements of the AR-1 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:** Rezoning (First District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** **Tad Segars** requests to **rezone** 1.28 acres from **I-1** to **AR-2** to allow for combination with an adjacent parcel. Located on Roebling Road. **Map# 377 Parcel# 2**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the **Tad Segars** requests to **rezone** 1.28 acres from **I-1** to **AR-2** to allow for combination with an adjacent parcel. Located on Roebling Road, 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 parcel was rezoned to I-1 in 2004, for the purpose of obtaining a business license to continue the storage and maintenance of heavy equipment for a land clearing business.
- The current applicant wishes to place a dwelling on the adjacent AR-2 parcel, and possibly combine the parcels for a future recreational development.
- At the September 19, 2022 Planning Board meeting, Ryan Thompson made a motion to **approve** the request to **rezone** 1.28 acres from **I-1** to **AR-2**, with the following condition:
  1. The lot shall meet the requirements of the AR-2 zoning district.
- The motion was seconded by Peter Higgins, and carried unanimously.

### Alternatives

**1. Approve** the request to **rezone** 1.28 acres from **I-1** to **AR-2**, with the following condition:

1. The lot shall meet the requirements of the AR-2 zoning district.

**2. Deny** the request to **rezone** 1.28 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: 8/12/2022Applicant/Agent: Tad SegarsApplicant Email Address: tadsegars1@gmail.comPhone # 843-338-1244Applicant Mailing Address: 12 New Orleans Rd.City: Hilton Head Is. State: S.C. Zip Code: 29928Property Owner, if different from above: \_\_\_\_\_  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): \_\_\_\_\_

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

Owner's Mailing Address: \_\_\_\_\_

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

Property Location: Roebeling RoadProposed Road Access: Roebeling Rd.Present Zoning of Property: 1-1 Proposed Zoning: AR-2Tax Map-Parcel # 377-2 Total Acres: 1.28 Acres to be Rezoned: 1.28

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

**WATER**

\_\_\_\_ Private Well

\_\_\_\_ Public Water System

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

**SEWER**☒ Private Septic System

\_\_\_\_ Public Sewer System

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

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

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

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

I 1

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.

AR 2

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?

Residential

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

8-12-22

**ATTACHMENT B - OWNERSHIP CERTIFICATION**

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

1/12/2022, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 2756 page 729-730.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature Tad Segars

Print Name Tad Segars

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

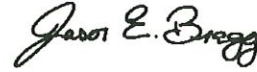
Sworn and subscribed before me this 12 day of August, 20 22.

Chelsie Fernald  
Notary Public, State of Georgia



**BK:2756 PG:729-730**  
**D2022000363**

FILED IN OFFICE  
 CLERK OF COURT  
 01/12/2022 02:19 PM  
 JASON E. BRAGG, CLERK  
 SUPERIOR COURT  
 EFFINGHAM COUNTY, GA



PT-61 051-2022-000087

7428341760  
 7067927936  
 PARTICIPANT ID

Prepared by:  
 McManamy Jackson Hollis, LLC  
 415 Eisenhower Drive, Ste 1  
 Savannah, GA 31406  
 Phone: (912) 691-0943  
 Fax: (912) 691-0947

## LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of 11th day of January, 2022, by and between

**Tad Segars**  
 (Hereinafter referred to as the "Grantor"), and

**One Singleton LLC**  
 (hereinafter referred to as "Grantee")

### WITNESSETH, THAT:

**GRANTOR**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed by these presents does grant, bargain, sell, and convey and confirm unto said Grantee:

All those certain lots, tracts or parcels of land situate lying and being in Effingham County, Georgia, designated as Parcel 1 (containing 3.267 acres, more or less) and Parcel 2 (containing 1.287 acres, more or less) upon a map made by Warren E. Poythress for Walter Moody dated June 7, 2005, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Cabinet "C", Slide 84 D-2. This is the same property conveyed to Edward M. Sahagian and Warren G. Aplin by Warranty Deed dated October 7, 2005, recorded in Deed Book 1349, Page 189, in the aforesaid Clerk's office. Said map and deed are incorporated herein by reference.

0 Roebling Road, Bloomingdale, Georgia 31302  
 PIN 03770-002-A00 and 03770 002

Said property containing improvements thereon currently known as 0 Roebling Road, Bloomingdale, GA 31302,  
 PIN 03770002 & 03770002A00

(hereinafter referred to as the "Property")

**SUBJECT**, however, to certain restrictions, covenants and easements of record or evidenced by use.




BK:2756 PG:730

**TO HAVE AND TO HOLD** the said described Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.


**AND THE SAID GRANTOR** will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor, but against none other.

**IN WITNESS WHEREOF**, Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered before me on the day and year first above written,  
In the presence of:

 (SEAL)  
Tad Segars

  
Unofficial Witness

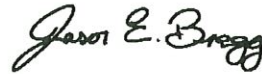
  
Notary Public  
(NOTARIAL SEAL)





**BK:2756 PG:731-739**  
**D2022000364**

FILED IN OFFICE  
 CLERK OF COURT  
 01/12/2022 02:47 PM  
 JASON E. BRAGG, CLERK  
 SUPERIOR COURT  
 EFFINGHAM COUNTY, GA



PT-61 051-2022-000088

7102053502  
 7067927936  
 PARTICIPANT ID

Return To:  
 Aldridge Pite, LLP  
 3575 Piedmont Rd. NE  
 Suite 500  
 Atlanta, GA 30305  
 (404) 994-7637

NOTE TO CLERK: Cross reference to that Security  
 Deed recorded at Deed Book 2552, Page 193,  
 Effingham County, GA.

STATE OF California  
 COUNTY OF Orange

# DEED UNDER POWER

THIS INDENTURE, made effective on **12/7/2021**, by and between **Patricia Craven** (hereinafter collectively "Borrowers"), acting by and through **WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST F**, as the duly appointed agent and Attorney-in-Fact (hereinafter "Lender") as Party of the First Part, and **WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST F**, as Party of the Second Part:

## WITNESSETH:

WHEREAS, Borrower did execute and deliver that certain Security Deed to **Mortgage Electronic Registration Systems, Inc., as grantee, as nominee for Carrington Mortgage Services, LLC, its successors and assigns**, dated **10/4/2019**, which is recorded in Deed Book **2552**, Page **193**, Effingham County, Georgia Records, said Security Deed having been last sold, assigned, transferred and conveyed to **WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST F**, by Assignment, recorded at Deed Book **2742**, Page **16**, Effingham County Georgia Records, which conveys the property hereinafter described to secure an indebtedness evidenced by a Note in the original principal amount of **\$124,301.00**; and

WHEREAS, said indebtedness was not paid in accordance with the terms of said Note and Security Deed and became in default, and under the terms thereof the entire principal and interest was declared immediately due and payable; and

WHEREAS, the entire indebtedness remaining in default, and in accordance with the terms of said Security Deed, Lender did advertise said property for sale once a week for four (4) weeks immediately preceding the sale in the newspaper in Effingham County, Georgia, wherein the Sheriff carried his advertisements; and

2191-2299A  
 Deed Under Power / 12/7/2021  
 CHA (HUB) / Other

BK:2756 PG:732

WHEREAS, notice of the foreclosure sale was given in compliance with O.C.G.A. § 44-14-162.2. The required notice was rendered by mailing a copy of the Notice of Sale Under Power that was submitted to the publisher of the newspaper wherein the property was advertised for sale, to the Borrower and any other "Debtor" (as defined by O.C.G.A. § 44-14-162.1) at least thirty (30) days prior to the foreclosure sale date of **12/7/2021**; and

WHEREAS, Lender, according to the terms of said Security Deed, did expose said property for sale to the highest and best bidder for cash on **12/7/2021** within the legal hours of sale before the Courthouse door in **Effingham County, Georgia** and offered said property for sale at public outcry; and

WHEREAS, the property hereinafter described was knocked off to the Party of the Second Part, **WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST F**, who was the highest and best bidder for cash, at and for the sum of **\$104,500.00**.

NOW THEREFORE, in consideration of the premises and the above said sum of **\$104,500.00** in hand paid, the receipt of which is hereby acknowledged, the said Party of the First Part does hereby bargain, sell, transfer and convey unto said Party of the Second Part, its successors and assigns, the following described property:

**ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF MELDRIM, 1559TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA, BEING KNOWN AND DESIGNATED AS LOT 34, SECTION 2 OF THE VILLAGE OR TOWN OF MELDRIM, AS SHOWN ON THAT CERTAIN MAP OR PLAT MADE BY J. DEAN GOWEN, GEORGIA REGISTERED LAND SURVEYOR NO. 6, DATED NOVEMBER 6, 1957, RECORDED IN MAP BOOK 2, PAGES 6 AND 7, IN THE RECORDS OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA, FOR A MORE PARTICULAR DESCRIPTION REFERENCE IS HEREBY MADE TO THE AFORESAID PLAT, WHICH IS SPECIFICALLY INCORPORATED HEREIN AND MADE A PART HEREOF.**

This conveyance is subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

TO HAVE AND TO HOLD the said property hereinbefore described, together with all and singular the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and behoof of the said Party of the Second Part, its successors, and assigns, in FEE SIMPLE in as full and ample a manner as the said Party of the First Part or said Party's representatives, heirs, successors and assigns, did hold and enjoy same.



BK:2756 PG:733

IN WITNESS WHEREOF, Lender as Attorney in Fact for Borrower has caused this instrument to be executed in its corporate name by its duly authorized corporate officers and its corporate seal affixed, and has caused this instrument to be made effective on the date first above written.

**WILMINGTON SAVINGS FUND SOCIETY, FSB, AS  
TRUSTEE OF STANWICH MORTGAGE LOAN  
TRUST F**

By and through their duly appointed attorney-in-fact  
Carrington Mortgage Services, LLC by Power of Attorney  
recorded herewith.

As Attorney in Fact for

**Patricia Craven**

By: 

Print Name: Joseph Anthony Barragan  
Post Foreclosure Supervisor  
Carrington Mortgage Services, LLC attorney in fact

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

Date: DEC 21 2021

By: 

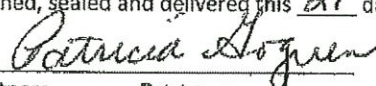
Print Name: Kenneth Hung Kaan Ho  
Post Foreclosure Supervisor  
Carrington Mortgage Services, LLC attorney in fact

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

Date: DEC 21 2021

(CORPORATE SEAL)

Signed, sealed and delivered this 21 day of Dec, 2021 in the presence of:

  
Witness **Patricia Goguen**


Print Witness Name

**JURAT**

State of California

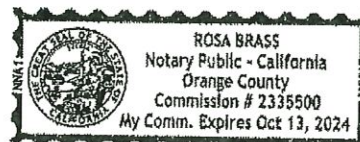
County of Orange

Subscribed and sworn to (or affirmed) before me on this 21 day of December, 2021,  
by Joseph Anthony Barragan, Kenneth Hung Kaan Ho and Patricia Goguen, proved to me  
on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public  **Rosa Brass**

NOTARY SEAL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



2191-2299A

Deed Under Power / 12/7/2021

EHA (H110) / Other



## Coastal Health District

Lawton C. Davis, M.D., District Health Director

802 Highway 119 South, Post Office Box 350

Springfield, Georgia 31329

Phone: 912-754-6850 | Fax: 912-754-0078

September 16, 2022

Effingham County Zoning Board  
Springfield, GA 31329

Re: Rezoning Amendment  
Tad Segars  
Roebeling Road Guyton, GA 31312  
Pin: 377-2  
Total Acres: 1.28 Acres to be rezoned: 1.28

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from I-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.



This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,



Darrell M. O'Neal, MPA  
Environmental Health County Manager  
Effingham County Health Department







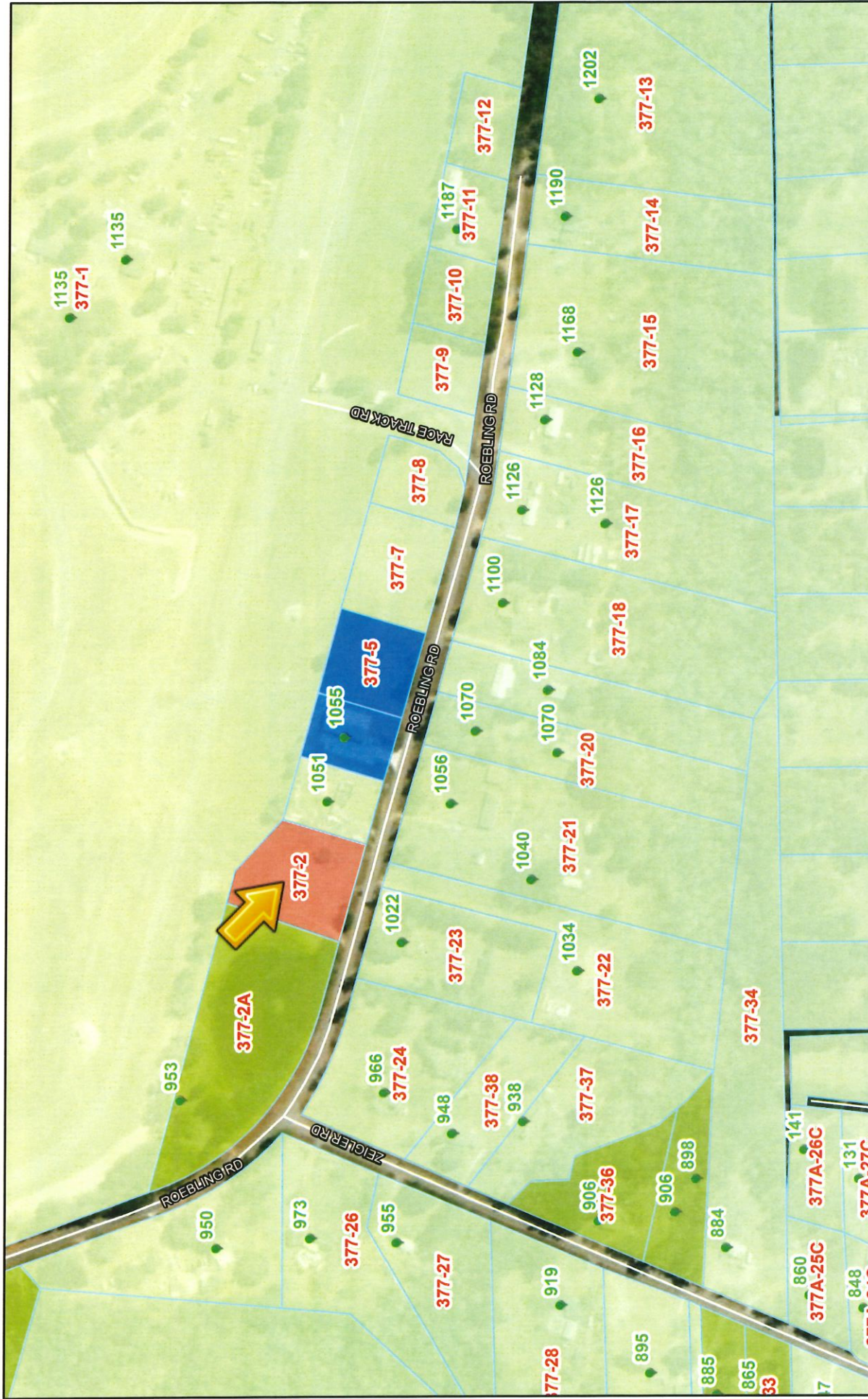


# ROBELING ROAD





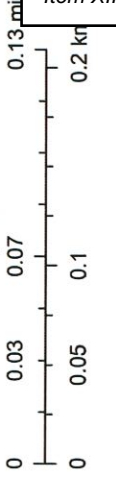
# ROEBLING ROAD



8/16/2022, 8:31:59 AM

- Address Points
- Tax Parcel Labels
- Parcels2020
- AR-2
- B-2
- I-1
- Roads
- AR-1

1:4,514





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 **Tad Segars– (Map # 377 Parcel# 2)** from **I-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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL \_\_\_\_\_

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓

DISAPPROVAL \_\_\_\_\_

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL \_\_\_\_\_

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL 

DISAPPROVAL \_\_\_\_\_

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☒ No
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☒ No
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?  
☒ No
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?  
☒ No
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?  
☒ No

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** **Tad Segars** requests to **rezone** 1.28 acres from **I-1** to **AR-2** to allow for combination with an adjacent parcel. Located on Roebling Road. **Map# 377 Parcel# 2**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the **Tad Segars** requests to **rezone** 1.28 acres from **I-1** to **AR-2** to allow for combination with an adjacent parcel. Located on Roebling Road, 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 parcel was rezoned to I-1 in 2004, for the purpose of obtaining a business license to continue the storage and maintenance of heavy equipment for a land clearing business.
- The current applicant wishes to place a dwelling on the adjacent AR-2 parcel, and possibly combine the parcels for a future recreational development.
- At the September 19, 2022 Planning Board meeting, Ryan Thompson made a motion to **approve** the request to **rezone** 1.28 acres from **I-1** to **AR-2**, with the following condition:
  1. The lot shall meet the requirements of the AR-2 zoning district.
- The motion was seconded by Peter Higgins, and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** 1.28 acres from **I-1** to **AR-2**, with the following condition:
  1. The lot shall meet the requirements of the AR-2 zoning district.
2. **Deny** the request to **rezone** 1.28 acres from **AR-1** to **AR-2**.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

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

377-2

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

377-2

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 TAD SEGARS has filed an application to rezone one and twenty-eight hundredth (1.28) +/- acres; from I-1 to AR-2 to allow for the combination with an adjacent parcel; map and parcel number 377-2, located in the 1<sup>st</sup> commissioner district, and

WHEREAS, a public hearing was held on October 4, 2022 and notice of said hearing having been published in the Effingham County Herald on September 14, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 31, 2022; and

IT IS HEREBY ORDAINED THAT one and twenty-eight hundredth (1.28) +/- acre; map and parcel number 377-2, located in the 1<sup>st</sup> commissioner district is rezoned from I-1 to AR-2, with the following condition:

1. The lot shall meet the requirements of the AR-2 zoning district.

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

This \_\_\_\_\_ 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 (Fourth District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** **Richard A. Neidlinger** requests a **variance** from the required rear building setback, to allow for the replacement of a dwelling. Located on Highway 119 South, zoned **AR-1**. **Map# 367 Parcel# 54**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **variance** from the required rear building setback, to allow for the replacement of a dwelling, with conditions.

### 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 wishes to replace a mobile home, utilizing the existing dwelling site. The previous structure was non-conforming.
- The AR-1 zoned property has extensive wetlands. Due to variable elevation/slope of the land, and the existing drainfield location, an alternate site with suitable soil is not available.
- AR-1 front and rear setback requirements are 50'.
- The proposed mobile home will be 15' from the rear property boundary
- At the September 19, 2022 Planning Board meeting, Brad Smith made a motion to **approve** the request for a **variance** from the required rear building setbacks, with the following conditions:
  1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
  2. The lot shall meet all other requirements of the AR-1 zoning district.
- The motion was seconded by Peter Higgins, and carried unanimously.

### Alternatives

**1. Approve** the request for a **variance** from the required rear building setback, to allow for the replacement of a dwelling, with the following conditions:

1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
2. The lot shall meet all other requirements of the AR-1 zoning district.

**2. Deny** the request for a **variance** to reduce required building setbacks.

#### Recommended Alternative: 1

**Department Review:** Development Services

**Attachments:**

1. Variance application
3. Ownership certificate/authorization

#### Other Alternatives: 2

**FUNDING:** N/A

3. Site Plan  
4. Aerial photograph  
5. Deed



**ATTACHMENT A - VARIANCE APPLICATION**Application Date: 8/9/2022Applicant/Agent: Richard A. NeidlingerApplicant Email Address: Sdln68@yahoo.comPhone # 912-657-1640Applicant Mailing Address: 839 Hwy 119 SouthCity: 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): \_\_\_\_\_

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

Owner's Mailing Address: \_\_\_\_\_

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

Property Location: Hwy 119 South

Name of Development/Subdivision: \_\_\_\_\_

Present Zoning of Property AE-1 Tax Map-Parcel # 36754 Total Acres 17.71**VARIANCE REQUESTED** (provide relevant section of code): reduction of rear setbackDescribe why variance is needed: the site had a mobile home previously on it. Due to wetlands coverage and slope, and existing drain field, the site location is limited despite acreage

How does request meet criteria of Section 7.1.8 (see Attachment C): \_\_\_\_\_

Applicant Signature: Richard A. Neidlinger Date 8-9-22

**ATTACHMENT B - OWNERSHIP CERTIFICATION**

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

7/7/2021, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 2704 page 800.

I hereby certify that I am the owner of the property being proposed for Variance approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature Richard A. Neidlinger

Print Name Richard A. Neidlinger

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Sworn and subscribed before me this 9<sup>th</sup> day of August, 20 22.

Kathleen Erin Dunnigan  
Notary Public, State of Georgia



BK:2704 PG:800-800

D2021008176

FILED IN OFFICE  
CLERK OF COURT  
07/07/2021 02:54 PM  
JASON E. BRAGG, CLERK  
SUPERIOR COURT  
EFFINGHAM COUNTY, GA



PT-61 051-2021-002231

8849504050  
PARTICIPANT ID

RETURN TO:  
REDDICK & EXLEY  
ATTORNEYS AT LAW  
PO BOX 385  
SPRINGFIELD, GA 31329

## QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 11<sup>th</sup> day of July, 2021 between KAREN H. NEIDLINGER of the FIRST PART, and RICHARD A. NEIDLINGER of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby bargain, sell, and by these presents remise, release, and forever QUITCLAIM to the SECOND PARTY, his heirs, executors, administrators and assigns, all the right, title, interest, claim, options and demands, which the said FIRST PARTY has or may have in and to the following real estate, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 11<sup>th</sup> G.M. District of Effingham County, Georgia, containing Sixteen and Eight tenths (16.8) acres, more or less, and being bounded as follows: on the Northeast by lands now or formerly of the estate of J. R. Tebeau; on the Southeast by lands of Harris and Mary Hinely and by lands of Deal; on the Southwest by lands now or formerly of Wayne and Carswell Shearouse; on the West by lands now or formerly of Wayne Shearouse and lands of Warren Rahn; and on the Northwest by Georgia Highway #119, all as is more fully shown and delineated upon a plat of survey dated April 29, 1972, prepared by Paul Weitman, County Surveyor and recorded in the Surveyor's Records of Effingham County, Georgia, in Book "J", Page 143, which plat by reference is made a part of this description.

ALSO, ALL that certain lot or parcel of land situate, lying and being in the 11<sup>th</sup> G.M. District of Effingham County, Georgia, containing Ninety-one Hundredths (.91) of an acre, more or less, and being known and designated as Parcel "A", as shown on the plat thereof hereinafter referred to. Said parcel of land being triangular in shape and being bounded on the Northeast by lands of Virginia B. Hinely, a distance of 222.58 feet; on the Southeast by lands of Virginia B. Hinely, a distance of 362.39 feet; and on the West by lands of Elizabeth B. Shearouse, a distance of 180.63 feet and by lands of Karen H. Neidlinger, a distance of 226.35 feet.

Express reference is hereby made to the plat of said lands made by Charles E. Stone, R.L.S. #2747, dated June 11, 2004 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "C", Slide 49A2, for better determining the metes and bounds of said lands herein conveyed.

This being the same property conveyed by Deed from Karen H. Neidlinger to Karen H. Neidlinger and Richard A. Neidlinger by Deed dated April 20, 2005 and recorded in said Clerk's Office in Deed Book 1265, Page 141.

SUBJECT, to restrictive covenants and easements of record.

**SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.**

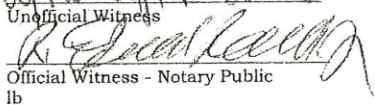
TO HAVE AND TO HOLD the said described real estate to the said SECOND PARTY so that neither the FIRST PARTY nor her heirs, executors, administrators or assigns, nor any person claiming under them shall at any time, by any means, have claim or demand or right or title to the aforesaid real estate or appurtenances, or right thereof.

IN WITNESS WHEREOF, FIRST PARTY has hereunto set her hand and affixed her seal and delivered these presents, the day and year first above written.

 (SEAL)  
KAREN H. NEIDLINGER

Signed, sealed and delivered  
In the presence of:

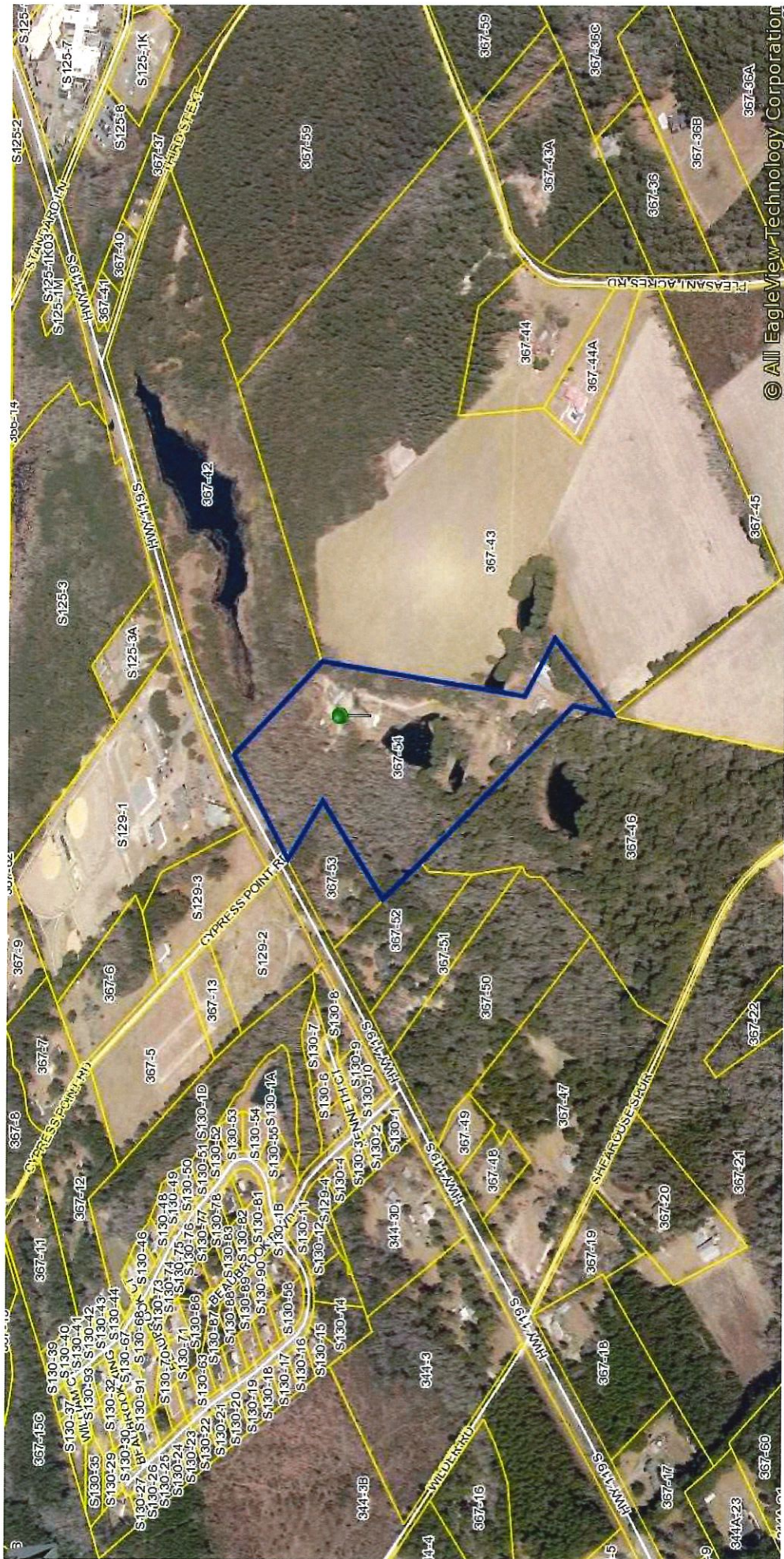
  
Unofficial Witness

  
Official Witness - Notary Public  
lb



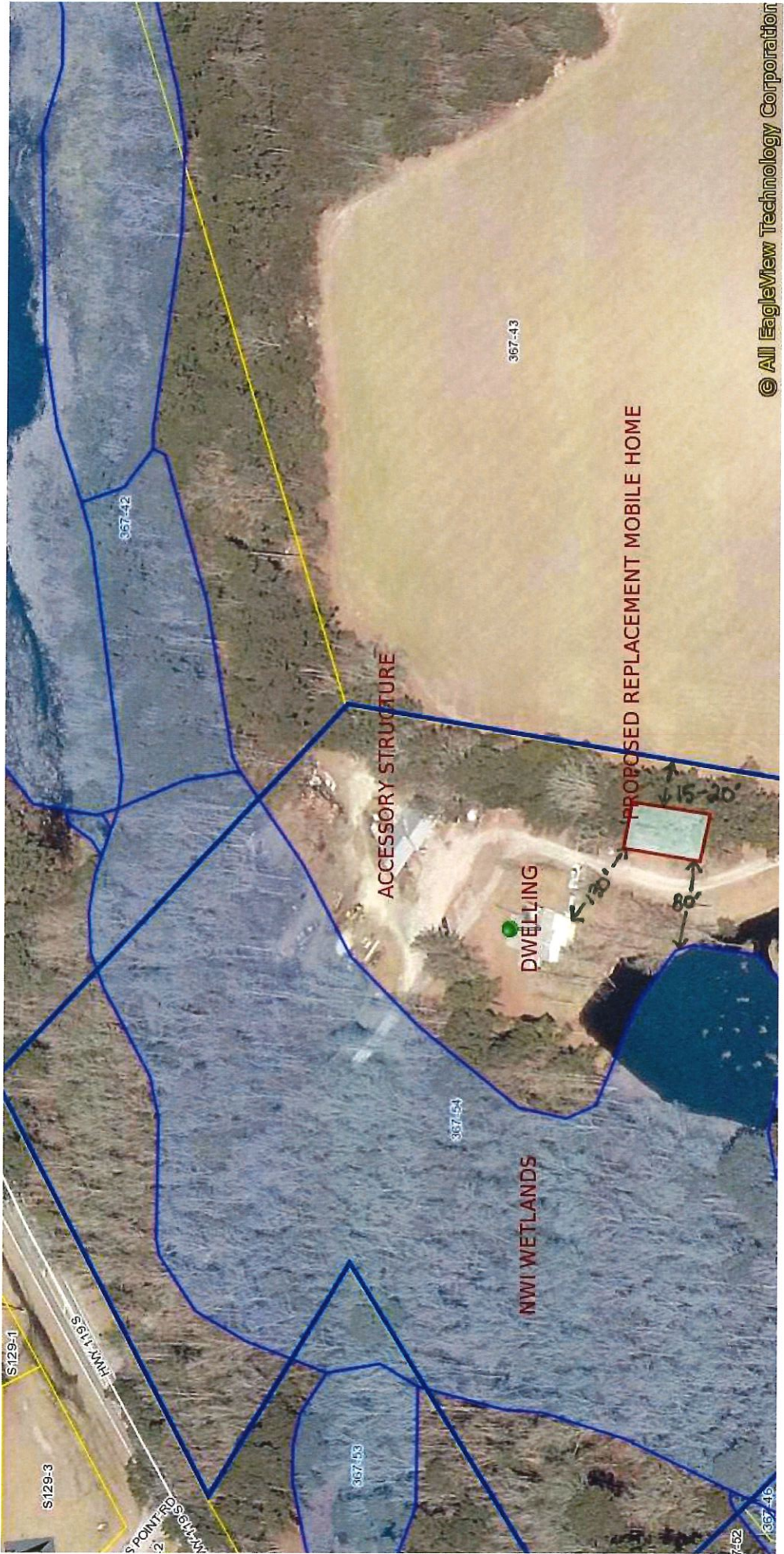


**839 HWY 119 S**





839 HWY 119 SOUTH





1:4,514

County BOC | <https://www.fws.gov/wetlands/data/data-download.html> |

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** **Richard A. Neidlinger** requests a **variance** from the required rear building setback, to allow for the replacement of a dwelling. Located on Highway 119 South, zoned **AR-1**. **Map# 367 Parcel# 54**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **variance** from the required rear building setback, to allow for the replacement of a dwelling, with conditions.

### 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 wishes to replace a mobile home, utilizing the existing dwelling site. The previous structure was non-conforming.
- The AR-1 zoned property has extensive wetlands. Due to variable elevation/slope of the land, and the existing drainfield location, an alternate site with suitable soil is not available.
- AR-1 front and rear setback requirements are 50'.
- The proposed mobile home will be 15' from the rear property boundary
- At the September 19, 2022 Planning Board meeting, Brad Smith made a motion to **approve** the request for a **variance** from the required rear building setbacks, with the following conditions:
  1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
  2. The lot shall meet all other requirements of the AR-1 zoning district.
- The motion was seconded by Peter Higgins, and carried unanimously.

### Alternatives

**1. Approve** the request for a **variance** from the required rear building setback, to allow for the replacement of a dwelling, with the following conditions:

1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
2. The lot shall meet all other requirements of the AR-1 zoning district.

**2. Deny** the request for a **variance** to reduce required building setbacks.

**Recommended Alternative:** 1

**Department Review:** Development Services

**Attachments:** 1. Zoning Map Amendment

**Other Alternatives:** 2

**FUNDING:** N/A

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

367-54

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

367-54

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, RICHARD A. NEIDLINGER has filed an application for a variance, to reduce the required building setbacks, to allow for the replacement of a dwelling; map and parcel number 367-54, located in the 4<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on October 4, 2022 and notice of said hearing having been published in the Effingham County Herald on September 14, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 31, 2022; and

IT IS HEREBY ORDAINED THAT a variance to reduce the required building setbacks, to allow for the replacement of a dwelling; map and parcel number 367-54, located in the 4<sup>th</sup> commissioner district is approved, with the following conditions:

1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
2. The lot shall meet all other requirements of the AR-1 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:** Rezoning (Fourth District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** **Emily Williams** as Agent for **Suzanne Selph** requests to **rezone** 6.13 acres from **AR-1** to **AR-2** to allow for the separation of a home site. Located at 205 Sage Pointe Dr. **Map# 393B Parcel# 6**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 6.13 acres from **AR-1** to **AR-2** to allow for the creation of a 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 proposes to split a 6.13-acre lot in to 4.13-acre and 2-acre parcels and, therefore, must rezone it to AR-2.
- The property is located within Sage Pointe subdivision, which is AR-1. Pursuant to *sec. 6.6 Resubdivision*, the following criteria must be considered before approving resubdivision within a major subdivision:
  - *Whether the size of the proposed lots is compatible with the size of the lots created by the previously approved subdivision,*
    - Sage Pointe Subdivision has a mixture of lot sizes. The lots fronting on Lowground Road are between 2-3 acres. The lots along Sage Pointe Drive are all larger than 5 acres.
  - *Whether the intended use of the property as previously subdivided has been frustrated by changing economic conditions, by the exercise of eminent domain, or other circumstances.*
    - Yes. AR-1 allows for a second dwelling for an immediate family member, but financing is not obtainable without land being attached to the mortgage.
  - *Whether the proposed resubdivision will adversely affect the values of other property within the previously platted subdivision in which the property is located, and*
    - A second home is permitted in for a family member in the current AR-1 zoning. AR-2 zoning allows for use consistent with the current AR-1 residential use within Sage Pointe.
  - *Whether the proposed resubdivision is compatible with the purposes of the Effingham County subdivision regulations.*
    - No new services are required.
- At the September 19, 2022 Planning Board meeting, Brad Smith made a motion to **approve** the request to **rezone** 6.13 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Subdivision plat must be approved, and be recorded, before the rezoning can take effect.
  3. The parcels may not be further subdivided.
- The motion was seconded by Alan Zipperer, and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** 6.124 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Subdivision plat must be approved, and be recorded, before the rezoning can take effect.
  3. The parcels may not be further subdivided.
2. **Deny** the request to **rezone** 6.13 acres from **AR-1** to **AR-2**.

### Recommended Alternative: 1

**Department Review:** Development Services

**Attachments:**

1. Rezoning application and checklist
2. Ownership certificate/authorization

### Other Alternatives: 2

**FUNDING:** N/A

3. Plat
4. Aerial photograph
5. Deed



**ATTACHMENT A – REZONING AMENDMENT APPLICATION**Application Date: 8/8/22Applicant/Agent: Emily WilliamsApplicant Email Address: esw1213@gmail.comPhone # 912 678 4050Applicant Mailing Address: 205 Sage Point Dr.City: Guyton State: GA Zip Code: 31312Property Owner, if different from above: Suzanne Selph  
*Include Signed & Notarized Authorization of Property Owner*Owner's Email Address (if known): Sselph50@aol.comPhone # 912 678 4872Owner's Mailing Address: same

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

Property Location: 205 Sage Point Dr. (Sage Pointe Subdivision)Proposed Road Access: Sage Point Dr.Present Zoning of Property: AR1 Proposed Zoning: <sup>50</sup>1 acre to AR2Tax Map-Parcel # 393B-6 Total Acres: 6.13 Acres to be Rezoned: ~~1.00~~ 6.13Lot Characteristics: Residence**WATER**☒ Private Well☐ Public Water System

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

**SEWER**☒ Private Septic System☐ Public Sewer SystemJustification for Rezoning Amendment: to split the land

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

North \_\_\_\_\_ South \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_



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

wooded area

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

yes

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

build a home

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

a home

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?

No change to use

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:

Canine

Date

8/8/2022

**ATTACHMENT B - OWNERSHIP CERTIFICATION**

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

15 Feb 22, on file in the office of the Clerk of the Superior Court of  
Effingham County, in Deed Book 2764 page 170.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature Suzanne Selph

Print Name Suzanne Selph

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Sworn and subscribed before me this 8<sup>th</sup> day of August, 20 22.

Kathleen Erin Dunning  
Notary Public, State of Georgia



**AUTHORIZATION OF PROPERTY OWNER**

I, Suzanne Selph, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Emily Williams

Applicant/Agent Address: 205 Sage Point Dr

City: Guyton State: GA Zip Code: 31312

Phone: 912 678 4050 Email: esw1213@gmail.com

Owner's signature Suzanne Selph

Print Name Suzanne Selph

Personally appeared before me Suzanne Selph (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 8th day of August, 20 22.

Kathleen Erin Dunnigan  
Notary Public, State of Georgia





8849504050  
PARTICIPANT ID

RETURN TO:  
REDDICK & EXLEY  
ATTORNEYS AT LAW  
P. O. BOX 385  
SPRINGFIELD, GA 31329

FILED IN OFFICE  
CLERK OF COURT  
02/16/2022 12:12 PM  
JASON E. BRAGG, CLERK  
SUPERIOR COURT  
EFFINGHAM COUNTY, GA

*Jason E. Bragg*

REAL ESTATE  
TRANSFER TAX  
PAID: \$224.00

## WARRANTY DEED

PT-61 051-2022-000387

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 15<sup>th</sup> day of February, 2022, between CHRISTIE K. TWINING and KRISTOPHER A. TWINING of the FIRST PART, and SUZANNE SELPH of the SECOND PART,

WITNESSETH: FIRST PART, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto SECOND PARTY, her heirs and assigns, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 10<sup>th</sup> G.M. District of Effingham County, Georgia, containing Six and Thirteen Hundredths (6.13) acres, more or less, being known and designated as Lot Six (6), Sagepointe Subdivision, being bounded, now or formerly, as follows: on the Northwest by Sagepointe Road; on the Southeast by Lot 5, Sagepointe Subdivision; on the Southwest by Lot 8, Effingham County Estates, and on the Northwest by Lot 7, Sagepointe Subdivision. Said property also described by that certain plat of survey made by Paul D. Wilder, R.L.S. #1559, dated April 2, 1997, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "A", Slide 384-D.

For a further description of the property reference is made to the aforementioned plat and the record thereof.

SUBJECT, to the 15-foot wide drainage easement shown on said plat running across the Northwestern boundary line of said property. Said drainage easement being 30-foot wide and the center of said easement being the Northwestern boundary line of said property.

FURTHER SUBJECT to the 50-foot wide building setback line shown on said plat running across the Northeastly boundary line of said property.

ALSO, included in this conveyance is that 2007 Scotbilt Sandpiper mobile home bearing Serial Number SBHGA1120702464AB, which mobile home has been conveyed and for which a certificate of permanent location dated January 25, 2008 recorded in said Clerk's Office in Deed Book 1719, Page 181 so as to permanently merge said title to the real property heretofore described.

Said property is more commonly known as 205 Sagepointe Drive, Guyton, GA 31312, Map/Parcel number 0393B006.

This being the same property conveyed by Christie Kindle Howard and Robert L. Kindle, II to Robert L. Kindle, II and Vickie M. Kindle dated September 22, 2017 and recorded in said Clerk's Office in Deed Book 2429, Page 422.

SUBJECT, to restrictive covenants and easements of record.

This being the same property conveyed by Survivorship Deed from Robert L. Kindle, II and Vickie M. Kindle to Christie K. Twining and Kristopher A. Twining dated March 6, 2020 and recorded in said Clerk's Office in Deed Book 2577, Page 899.

SUBJECT, to right-of-way easements to Effingham County recorded in Deed Book 440, Page 217 and Deed Book 287, Page 419.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereunto belonging or in any wise appertaining unto SECOND PARTY, her heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

IN WITNESS WHEREOF, FIRST PARTIES have hereunto set their hands and affixed their seals and delivered these presents, the day and year first above written.

*Christie K. Twining*  
CHRISTIE K. TWINING

(SEAL)

Signed, sealed and delivered  
in the presence of:

*Wendy P. Burns*  
Unofficial Witness

*Belinda M. Pollett*  
Official Witness - Notary Public  
bp



*Kristopher A. Twining*  
KRISTOPHER A. TWINING

(SEAL)



**Coastal Health District**

Lawton C. Davis, M.D., District Health Director

802 Highway 119 South, Post Office Box 350  
Springfield, Georgia 31329  
Phone: 912-754-6850 | Fax: 912-754-0078

September 16, 2022

Effingham County Zoning Board  
Springfield, GA 31329

Re: Rezoning Amendment  
Emily Williams  
205 Sage Point Drive, Guyton GA 31312  
Pin: 393B-6  
Total Acres: 6.13 Acres to be rezoned: 6.13

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.





This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

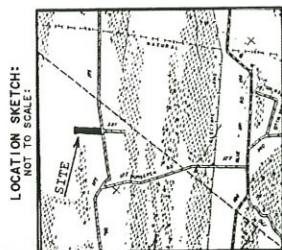
Sincerely,



Darrell M. O'Neal, MPA  
Environmental Health County Manager  
Effingham County Health Department

Filed for Record

Book A384 Page D  
Date 5/22/1997



CERTIFICATE OF APPROVAL FOR RECORDING - PLANNING  
COMMISSION: THE SUBDIVISION PLAT KNOWN AS  
**SACEPOINTE SUBDIVISION - PHASE II**  
HARDEN FOUND TO COMPLY WITH THE REQUIREMENTS OF THE  
MEETING OF THE EFFINGHAM COUNTY PLANNING COMMISSION ON THE  
DATE OF 4/22/97 1997.  
CLERK OF COURT OF EFFINGHAM COUNTY, GEORGIA

Chairman: H. Connell DATE: May 19, 1997

Secretary: Gaith J. Jerald DATE: 5-22-97

APPROVED BY EFFINGHAM COUNTY DEPARTMENT OF PUBLIC HEALTH,  
DIVISION OF ENGINEERING AND SANITATION.

Director: James S. Schum DATE: 5-22-1997

CERTIFICATE OF ACCURACY:  
I HEREBY CERTIFY THAT THIS PLAT IS A TRUE, CORRECT AND  
ACCURATE SURVEY AS REQUIRED BY EFFINGHAM COUNTY SUBDIVISION  
ACT AND THAT THE PROPERTY DESCRIBED HEREON IS A TRUE AND CORRECT  
PROPERTY MADE UNDER MY SUPERVISION AND THAT MONUMENTS AS  
SHOWN HAVE BEEN LOCATED AND PLACED TO THE SPECIFICATIONS SET  
FORTH IN SAID REGULATIONS.

Paul D. Wilder R.L.S. #1559

CERTIFICATE OF OWNERSHIP AND DEDICATION:  
IT IS HEREBY CERTIFIED THAT I AM THE OWNER OF THE PROPERTY  
SHOWN AND DESCRIBED HEREON AND THAT I HEREBY DEDICATE ALL  
STREETS AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED.

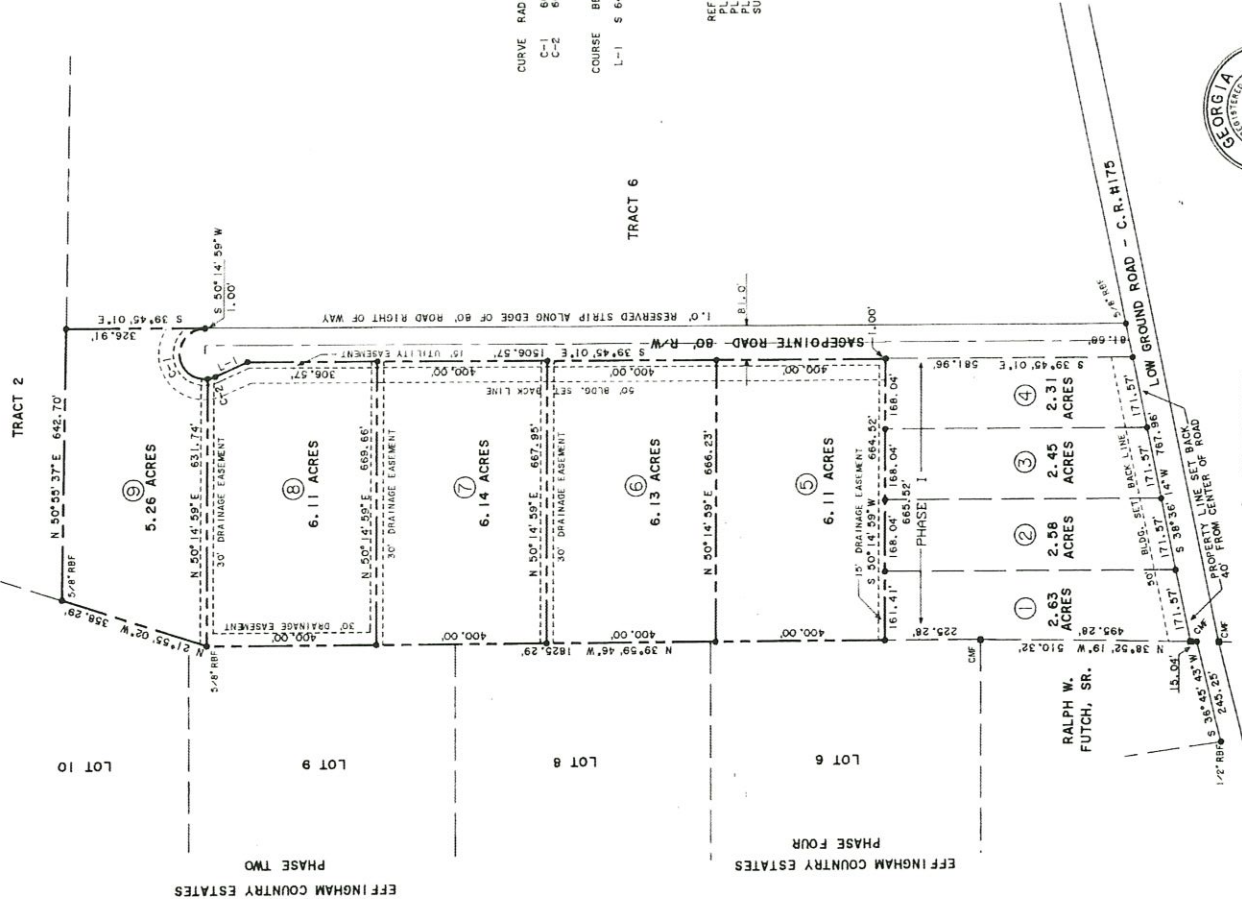
Owner: Douglas Exley DATE: 4/14/97

Witness: Michael C. Starn DATE: 4/14/97

Witness: Paul D. Wilder DATE: 4/14/97

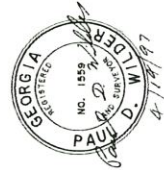
I CERTIFY THAT THIS PROPERTY DOES NOT  
LIE WITHIN A FLOOD HAZARD AREA AS SHOWN ON FIRM FLOOD MAP NO. 130076-D125-C,  
DATED SEPT. 3, 1992.

Paul D. Wilder R.L.S. #1559



NOTE: ALL PROPERTY CORNERS ARE 5/8" RBS  
UNLESS OTHERWISE NOTED.

ERROR OF CLOSURE:  
FIELD DATA 1/19,362  
ANGULAR ERROR 03" PER Δ POINT  
DISTANCE BY COMPASS RULE  
PLAT CLOSURE 17316.484  
EQUIPMENT USED:  
OX THEODOLITE  
ELECTRONIC DISTANCE METER



TOTAL ACRES = 43.94

PLAT OF  
LOTS 5 THRU 9, PHASE II  
SACEPOINTE SUBDIVISION  
TRACT 5, Z. VANCE DASHER EST.  
SURVEYED FOR DOUGLAS EXLEY

LOCATION: G.M.D. 10,  
EFFINGHAM COUNTY, GEORGIA

SCALE: 1" = 200 FEET

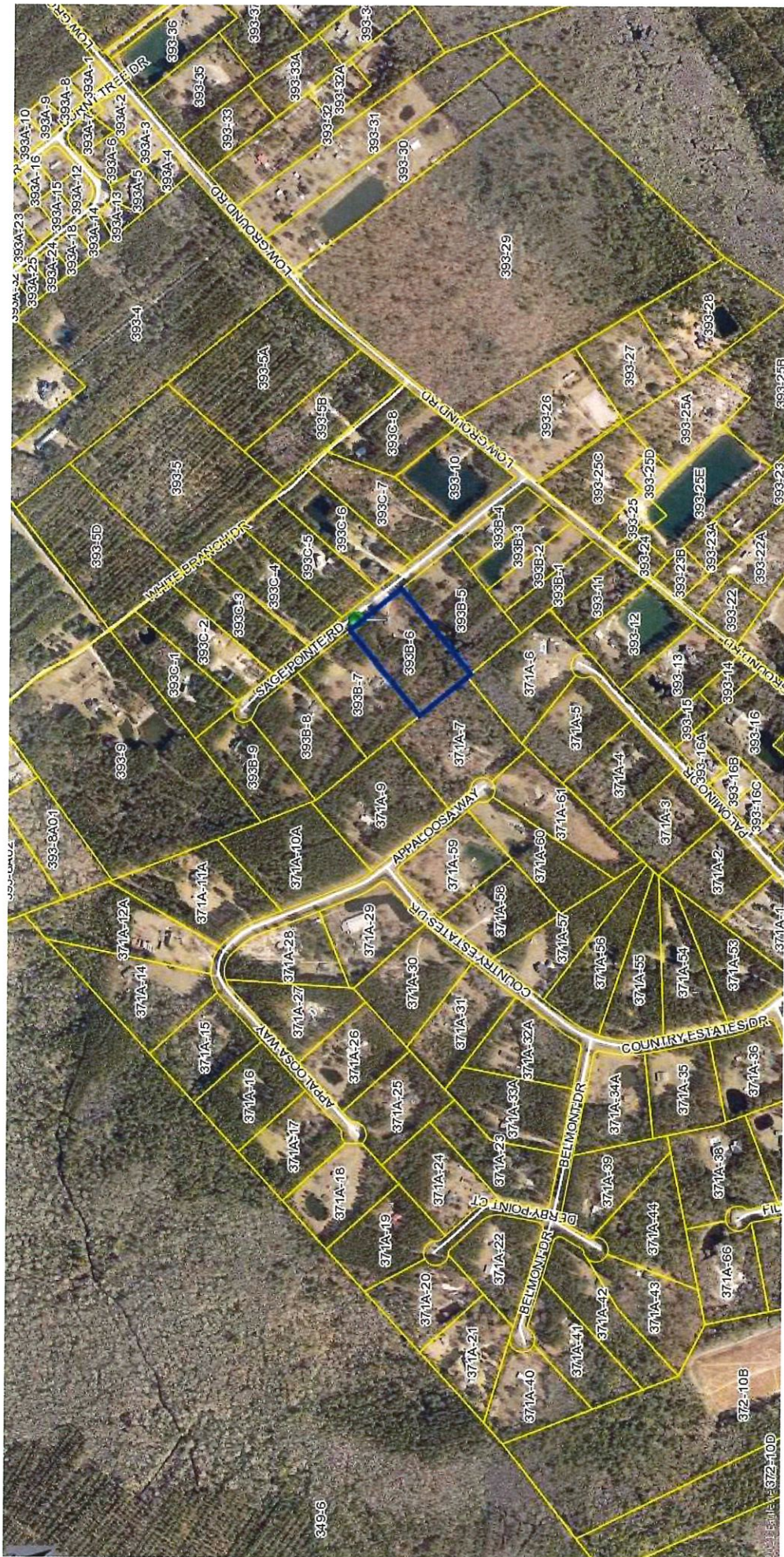
DATE: APRIL 2, 1997

FILE NO. 4362 B

WILDER SURVEYING & MAPPING  
(912) 826-5412, PO BOX 369 RINCON, GA 31326



# 205 SAGE POINT DR





LINE	BEARING	HORIZ DIST
L1	N39°58'58"W	69.90'

**FLOOD INFORMATION:**  
FEMA FLOOD MAP: (13103C0270E)  
EFFECTIVE DATE: (03/16/2015)  
THIS AREA IS LOCATED IN  
A FLOOD HAZARD AREA

**FLOOD ZONE:**  
"X" AREA OF MINIMAL  
FLOOD HAZARD  
**ZONING:**  
AR-1

RESERVED FOR THE CLERK OF COURT

1. THE FIELD DATA WAS COLLECTED USING A TOPCON - ES TOTAL STATION, CARLSON RTX DATA COLLECTOR AND A CARLSON BRX6+ GPS.
2. THIS PROPERTY IS LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAPS.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
4. 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 CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1978.
5. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A. 15-6-67) IN THAT WHERE A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS THE REQUIREMENTS OF THE LAW PREVAIL.
6. WILLIAM MARK GLISSON, THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN. THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

**SURVEYOR 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 CERTIFICATIONS SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OF 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.

WILLIAM MARK GLISSON RLS #3316 DATE

*William Mark Glisson* 8/05/2022

120' 240' 120'



GRAPHIC SCALE 1" = 120'



STATE OF GEORGIA

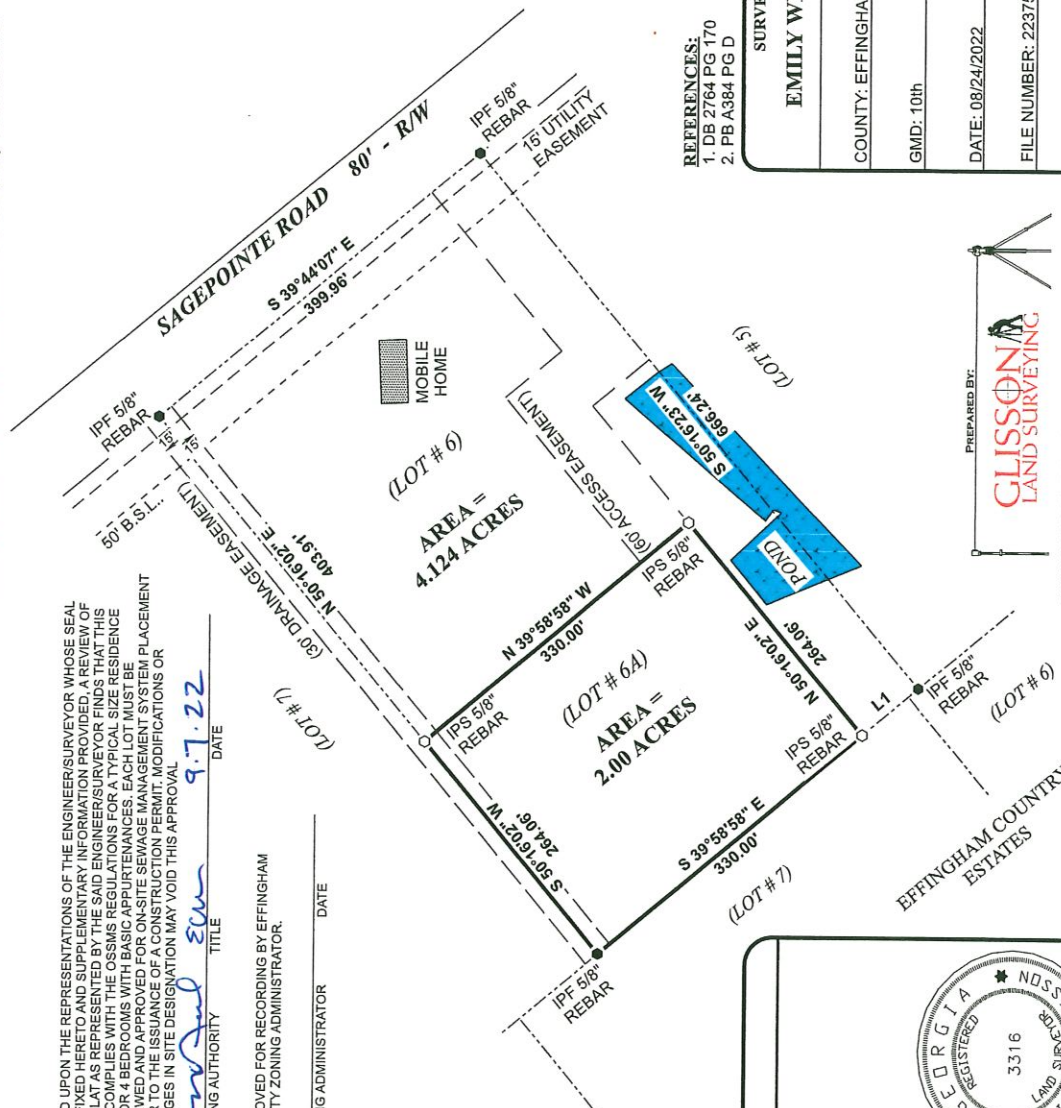
**SURVEY OF 2.00 ACRES BEING SUBDIVIDED FROM PARCEL #:(0393B006)  
LOT # 6, SAGEPOINTE SUBDIVISION, LOCATED IN THE 10th G.M.  
DISTRICT OF EFFINGHAM COUNTY, GEORGIA**

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 O.S.S.M.S REGULATIONS FOR A TYPICAL SIZE RESIDENCE OF 3 OR 4 BEDROOMS WITH BASIC APPLURANCES. 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 DATE 9.7.22

APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR DATE



GRID NORTH  
EAST ZONE

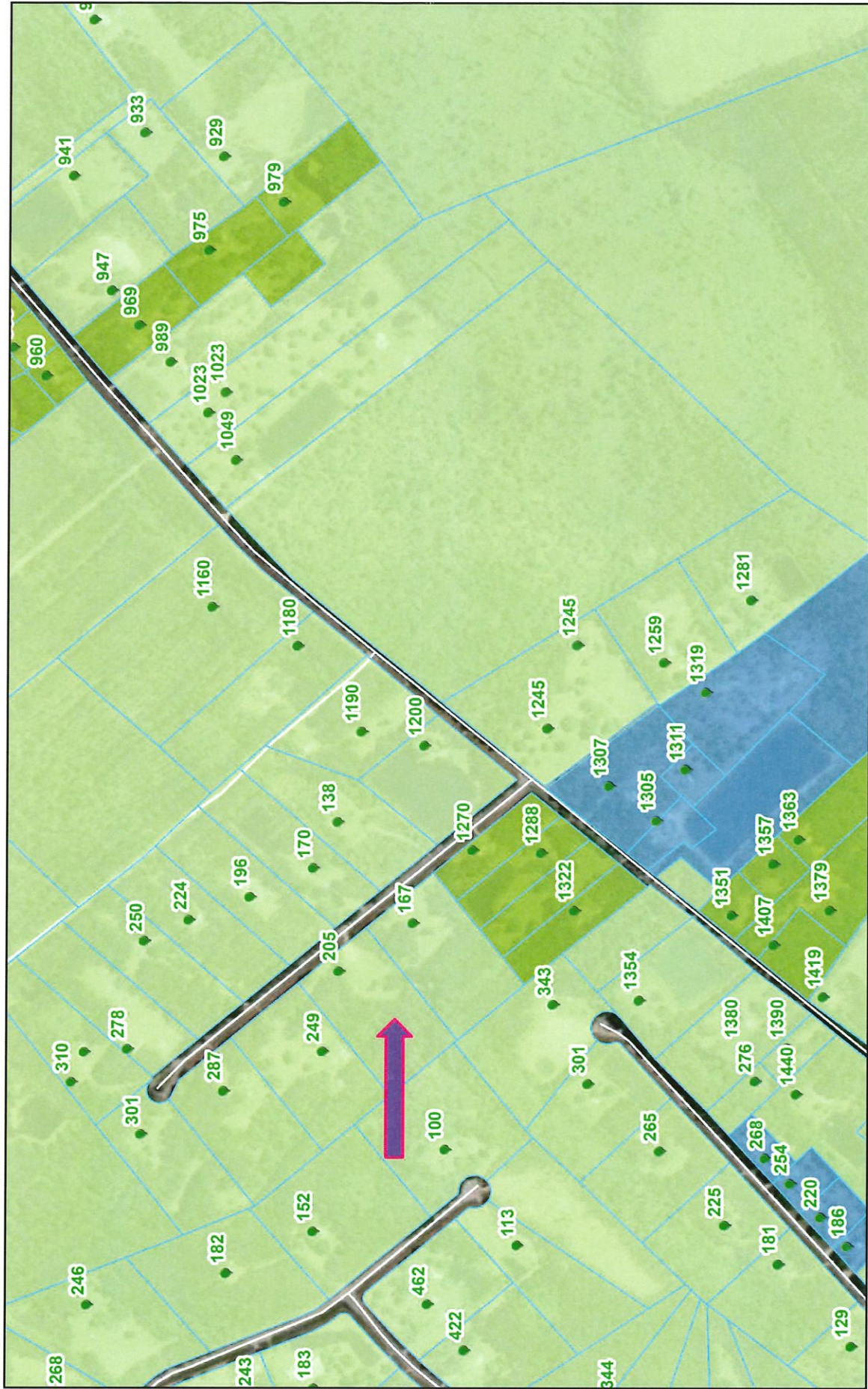
- REFERENCES:**  
1. DB 2764 PG 170  
2. PB A384 PG D

SURVEY FOR: <b>EMILY WILLIAMS</b>	
COUNTY: EFFINGHAM	STATE: GEORGIA
GMD: 10th	SUBD: POINTE
DATE: 08/24/2022	SCALE: 1" = 120'
FILE NUMBER: 22375	DRAWN BY:
TOTAL AREA: = 6.124 ac.	LOT: 6
FIELD SURVEY DATE: 08/22/2022	

PREPARED BY:  
**GLISSON LAND SURVEYING**  
WILLIAM MARK GLISSON - REGISTERED LAND SURVEYOR  
GEORGIA PLS # 3316 - SOUTH CAROLINA PLS # 31964  
377 TUCKER ROAD, CLAYTON, GEORGIA 30417  
REBECCAH CLAYTON: (912) 282 - 7052  
WILLIAM MARK GLISSON: (912) 282 - 7052

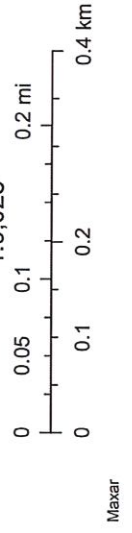


# 205 SAGE POINTE DR



8/15/2022, 12:07:19 PM

1:9,028



- Address Points
- Roads
- Effingham County Zoning
  - AR-1
  - AR-2
  - R-1
- Parcels2020



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 **Emily Williams as Agent Suzanne Selph** – (Map # 393B Parcel# 6) 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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL \_\_\_\_\_

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AZ  
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APPROVAL ✓

DISAPPROVAL \_\_\_\_\_

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The Effingham County Planning Commission recommends:

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DISAPPROVAL \_\_\_\_\_

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- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

JKS

9/19/22.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL 

DISAPPROVAL \_\_\_\_\_

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

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





## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** **Emily Williams** as Agent for **Suzanne Selph** requests to **rezone** 6.13 acres from **AR-1** to **AR-2** to allow for the separation of a home site. Located at 205 Sage Pointe Dr. **Map# 393B Parcel# 6**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 6.13 acres from **AR-1** to **AR-2** to allow for the creation of a 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 proposes to split a 6.13-acre lot in to 4.13-acre and 2-acre parcels and, therefore, must rezone it to AR-2.
- The property is located within Sage Pointe subdivision, which is AR-1. Pursuant to *sec. 6.6 Resubdivision*, the following criteria must be considered before approving resubdivision within a major subdivision:
  - *Whether the size of the proposed lots is compatible with the size of the lots created by the previously approved subdivision,*
    - Sage Pointe Subdivision has a mixture of lot sizes. The lots fronting on Lowground Road are between 2-3 acres. The lots along Sage Pointe Drive are all larger than 5 acres.
  - *Whether the intended use of the property as previously subdivided has been frustrated by changing economic conditions, by the exercise of eminent domain, or other circumstances.*
    - Yes. AR-1 allows for a second dwelling for an immediate family member, but financing is not obtainable without land being attached to the mortgage.
  - *Whether the proposed resubdivision will adversely affect the values of other property within the previously platted subdivision in which the property is located, and*
    - A second home is permitted in for a family member in the current AR-1 zoning. AR-2 zoning allows for use consistent with the current AR-1 residential use within Sage Pointe.
  - *Whether the proposed resubdivision is compatible with the purposes of the Effingham County subdivision regulations.*
    - No new services are required.
- At the September 19, 2022 Planning Board meeting, Brad Smith made a motion to **approve** the request to **rezone** 6.13 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Subdivision plat must be approved, and be recorded, before the rezoning can take effect.
  3. The parcels may not be further subdivided.
- The motion was seconded by Alan Zipperer, and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** 6.124 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Subdivision plat must be approved, and be recorded, before the rezoning can take effect.
  3. The parcels may not be further subdivided.
2. **Deny** the request to **rezone** 6.13 acres from **AR-1** to **AR-2**.

**Recommended Alternative:** 1

**Department Review:** Development Services

**Attachments:** 1. Zoning Map Amendment

**Other Alternatives:** 2

**FUNDING:** N/A

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

393B-6

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

393B-6

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS EMILY WILLIAMS AS AGENT FOR SUZANNE SELPH has filed an application to rezone six and thirty hundredth (6.3) +/- acres; from AR-1 to AR-2 to allow for the creation of a home site; map and parcel number 393B-6, located in the 4<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on October 4, 2022 and notice of said hearing having been published in the Effingham County Herald on September 14, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 31, 2022; and

IT IS HEREBY ORDAINED THAT six and thirty hundredth (6.3) +/- acres; map and parcel number 393B-6, located in the 4<sup>th</sup> commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. Subdivision plat must be approved, and be recorded, before the rezoning can take effect.
3. The parcels may not be further subdivided.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

## Staff Report

**Subject:** Rezoning (Fourth District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** **John Morgan Bolt & Kelsi Shea Bolt** as Agents for **Kirby Scott Willis** request to **rezone** 2.15 of 11.52 acres from **AR-1** to **AR-2**, to allow for the separation of a home site. Located at 421 Highbluff Road. **Map# 459 Parcel# 63**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 2.15 of 11.52 acres from **AR-1** to **AR-2**, to allow for the separation of a 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 applicants wish to separate 2.15 acres, which include a dwelling. As the separated home site will be less than 5 acres, it does not meet the minimum size requirement for AR-1, and must be rezoned.
- At the September 19, 2022 Planning Board meeting, Brad Smith made a motion to **approve** the request to 2.15 of 11.52 acres from **AR-1** to **AR-2**, to allow for the separation of a home site, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Subdivision plat must be approved, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson, and carried unanimously.

### Alternatives

**1. Approve** the request to **rezone** 2.15 of 11.52 acres from **AR-1** to **AR-2**, to allow for the separation of a home site, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Subdivision plat must be approved, and be recorded, before the rezoning can take effect.

**2. Deny** the request to **rezone** 2.15 of 11.52 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. Deed
5. Aerial photograph

**ATTACHMENT A - REZONING AMENDMENT APPLICATION**Application Date: 8/10/22Applicant/Agent: John Morgan Bolt + Kelsi Shea BoltApplicant Email Address: kelsisheabolt@gmail.comPhone # (912) 660-7764Applicant Mailing Address: 617 Towne Park Dr. W Apt. 1429City: Rincon State: GA Zip Code: 31326Property Owner, if different from above: Kirby Scott Willis*Include Signed & Notarized Authorization of Property Owner*Owner's Email Address (if known): ~~410db1@~~ 410db1br1@gmail.comPhone # (912) 754-1152 (912) 665-0883Owner's Mailing Address: 421 Highbluff Rd.City: Rincon State: GA Zip Code: 31326Property Location: 421 Highbluff Rd.

Proposed Road Access: \_\_\_\_\_

Present Zoning of Property: AR-1 Proposed Zoning: AR-2Tax Map-Parcel # 04590063 Total Acres: 0.1152 Acres to be Rezoned: 2.15Lot Characteristics: Located in "zone x"**WATER**☒ Private Well☐ Public Water System

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

**SEWER**☒ Private Septic System☐ Public Sewer SystemJustification for Rezoning Amendment: future residential build

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

North \_\_\_\_\_ South \_\_\_\_\_ East 04590064 West \_\_\_\_\_

Rev 01132022

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

cuva land

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.

residential property / homestead

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

residential / homestead

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?

less than 5 acres, need rezoning to match surrounding properties (family properties)

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

8/11/2022

Rev 01132022



**AUTHORIZATION OF PROPERTY OWNER**

I, Kirby Willis John Morgan Bolt and Kelsi Shea Bolt, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Kirby Scott Willis John Morgan Bolt + Kelsi Bolt

Applicant/Agent Address: 421 High Bluff Rd. 617 Towne Park Dr. W

City: Rincon State: GA Zip Code: 31326

Phone: (912) 754-1152 Email: 410 bbl brl@gmail.com

X Owner's signature John M Bolt Kelsi Shea Bolt

Print Name John Morgan Bolt, Kelsi Shea Bolt

Personally appeared before me John Morgan Bolt + Kelsi Shea Bolt (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 11 day of August, 20 22

Nancy C. Morgan  
Notary Public, State of Georgia



Rev 01132022

**ATTACHMENT B - OWNERSHIP CERTIFICATION**

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

7/21/1997, on file in the office of the Clerk of the Superior Court of  
Effingham County, in Deed Book 442 page 15.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

X Owner's signature

Print Name

Kirby Scott Willis  
Kirby Scott Willis

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this

day of

August, 20 22

Nancy C. Morgan  
Notary Public, State of Georgia



Rev 01132022

RETURN TO:  
EDWARD REDDICK  
ATTORNEY AT LAW  
P.O. BOX 385  
SPRINGFIELD, GA. 31329

DEED 442  
BOOK 05

015

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 21st day of July, 1997,  
between DAVIE J. DAVIS of the FIRST PART, and KIRBY S. WILLIS of the SECOND  
PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of  
Ten and no/100 (\$10.00) Dollars and other valuable considerations, receipt  
whereof is hereby acknowledged, does hereby grant, bargain, sell and convey  
unto SECOND PARTY, his heirs and assigns, the following described property,  
to-wit:

All those two certain tracts or parcels of land situate, lying and  
being in the 9th G.M. District of Effingham County, Georgia, containing  
eight and Forty-four hundredths (8.44) acres, more or less, and being  
known and designated as Lot 1A and containing Nine and Two hundredths  
(9.02) acres, more or less, and being known and designated as Lot 2.  
Said two parcels of land lying adjoining and contiguous and as a whole  
containing 17.46 acres, more or less, and being bounded on the  
northeast by Lot 1B: On the southeast by High Bluff Road known as  
County Road Number 346: On the southwest by Lot 3 and on the northwest  
by Ebenezer Creek.

Express reference hereby made to a plat of said lands made by Paul D.  
Wilder, R.L.S. #1559, dated June 2, 1997 and recorded in the Office of  
the Clerk of the Superior Court of Effingham County, Georgia, in Plat  
Cabinet "A", Slide 386-G for better determining the metes and bounds of  
said lands herein conveyed.

SUBJECT to restrictive covenants and easements of record.

TO HAVE AND TO HOLD said property, together with all and singular  
the rights, members, hereditaments, improvements, easements, and  
appurtenances thereunto belonging or in any wise appertaining unto SECOND  
PARTY, his heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF  
TITLE to said property against the claims of all persons whomsoever.

IN WITNESS WHEREOF, FIRST PARTY has hereunto set his hand and  
affixed his seal and delivered these presents, the day and year first above  
written.

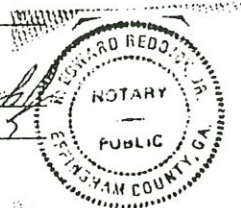
Davie J. Davis (SEAL)  
DAVIE J. DAVIS

Signed, sealed and delivered  
in the presence of:

Marian B. Reddick  
Unofficial Witness

Edward Reddick  
Notary Public  
Date: 7-21-97

AN/Under Seal (W)



Effingham County, Georgia  
Real Estate Transfer Tax  
Paid \$ 65.00  
Date 7-25-97  
Elizabeth J. Hursey  
Clerk of Superior Court





## Coastal Health District

Lawton C. Davis, M.D., District Health Director

802 Highway 119 South, Post Office Box 350

Springfield, Georgia 31329

Phone: 912-754-6850 | Fax: 912-754-0078

September 16, 2022

Effingham County Zoning Board  
Springfield, GA 31329

Re: Rezoning Amendment  
John Morgan Bolt  
421 Highbluff Road, Rincon GA 31326  
Pin: 459-63  
Total Acres: 11.52 Acres to be rezoned: 2.15

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.





This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,



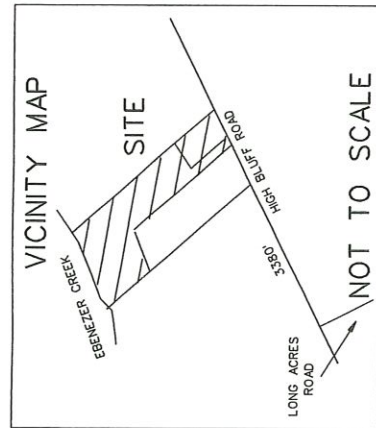
Darrell M. O'Neal, MPA  
Environmental Health County Manager  
Effingham County Health Department

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERRING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015. THIS PROPERTY IS LOCATED IN "ZONE X". (OUTSIDE THE 500 YEAR FLOODPLAIN)

NOTE: SUBJECT PROPERTY IS A DIVISION OF MAP & PARCEL 0459 0063 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE.

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 or finds that this plat complies with the O.C.G.A. and is approved for a typical size residence of 3 or 4 bedrooms with basic apartmentment system placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval. THIS APPROVAL IS VOID IF THE PLAT IS NOT RECORDED WITHIN 1 YEAR OF THE DATE BELOW.

*Adolph N. Michelis*  
 Title  
 Date 7/13/22



APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR DATE

## MINOR SUBDIVISION

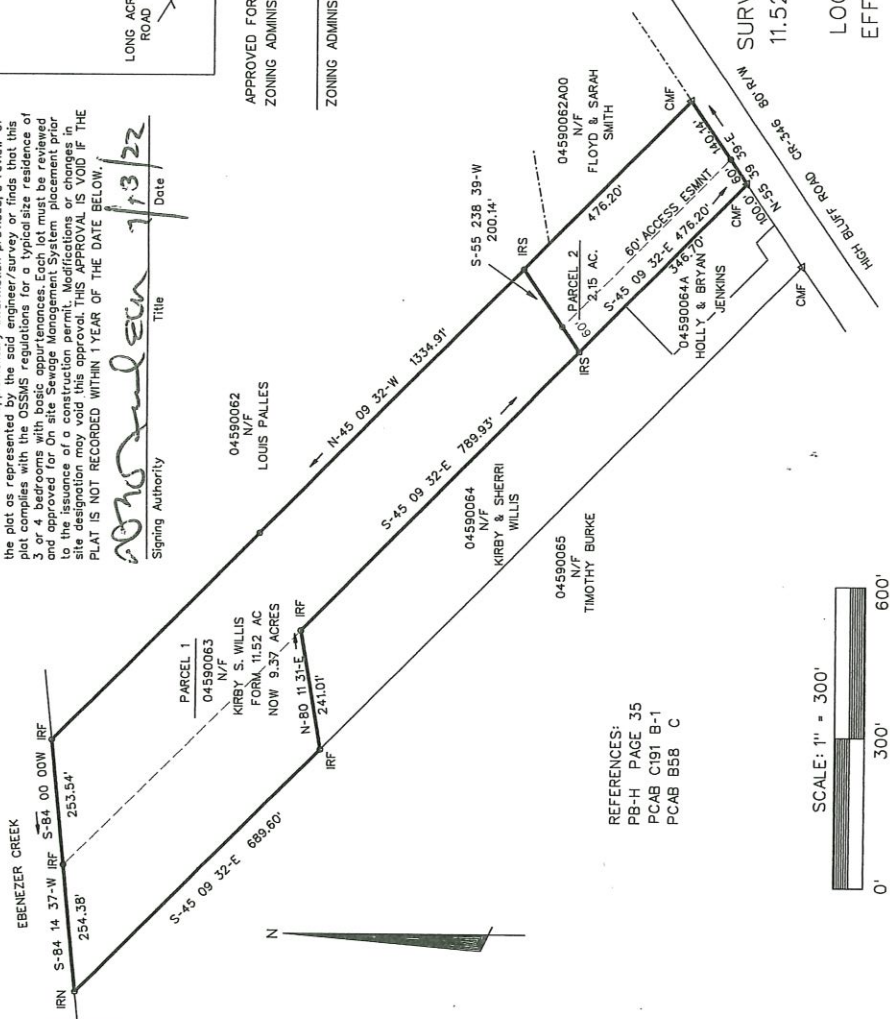
SURVEY FOR

JOHN & KELSI BOLT

SURVEY OF 2.15 ACRES FROM A 11.52 ACRE TRACT, MAP & PARCEL 04590063

LOCATED IN THE 9TH. G.M.D. EFFINGHAM COUNTY, GEORGIA  
 SURVEYED 31 MAY 2022  
 PLAT DRAWN 22 JUNE 2022

KWILL.DGN MAY2022



SCALE: 1" = 300'

REFERENCES:  
 PB-H PAGE 35  
 PCAB C191 B-1  
 PCAB B58 C

### LEGEND:

- IRF 5/8" REBAR FOUND
- IRS 5/8" REBAR SET
- PL PROPERTY LINE
- CMF CONC MON. FOUND
- N/F NOW OR FORMERLY
- PP POWER POLE
- EQUIP. USED TOTAL STATION
- TOPCON 303

ERROR OF CLOSURE  
 1:24,000 PLAT NOT ADJUSTED

ADOLPH N. MICHELIS & ASSO.  
 736 SANDY RIDGE ROAD  
 SYLVANIA, GEORGIA 30467  
 PH. (912) 829 3972

### SURVEYORS CERTIFICATION

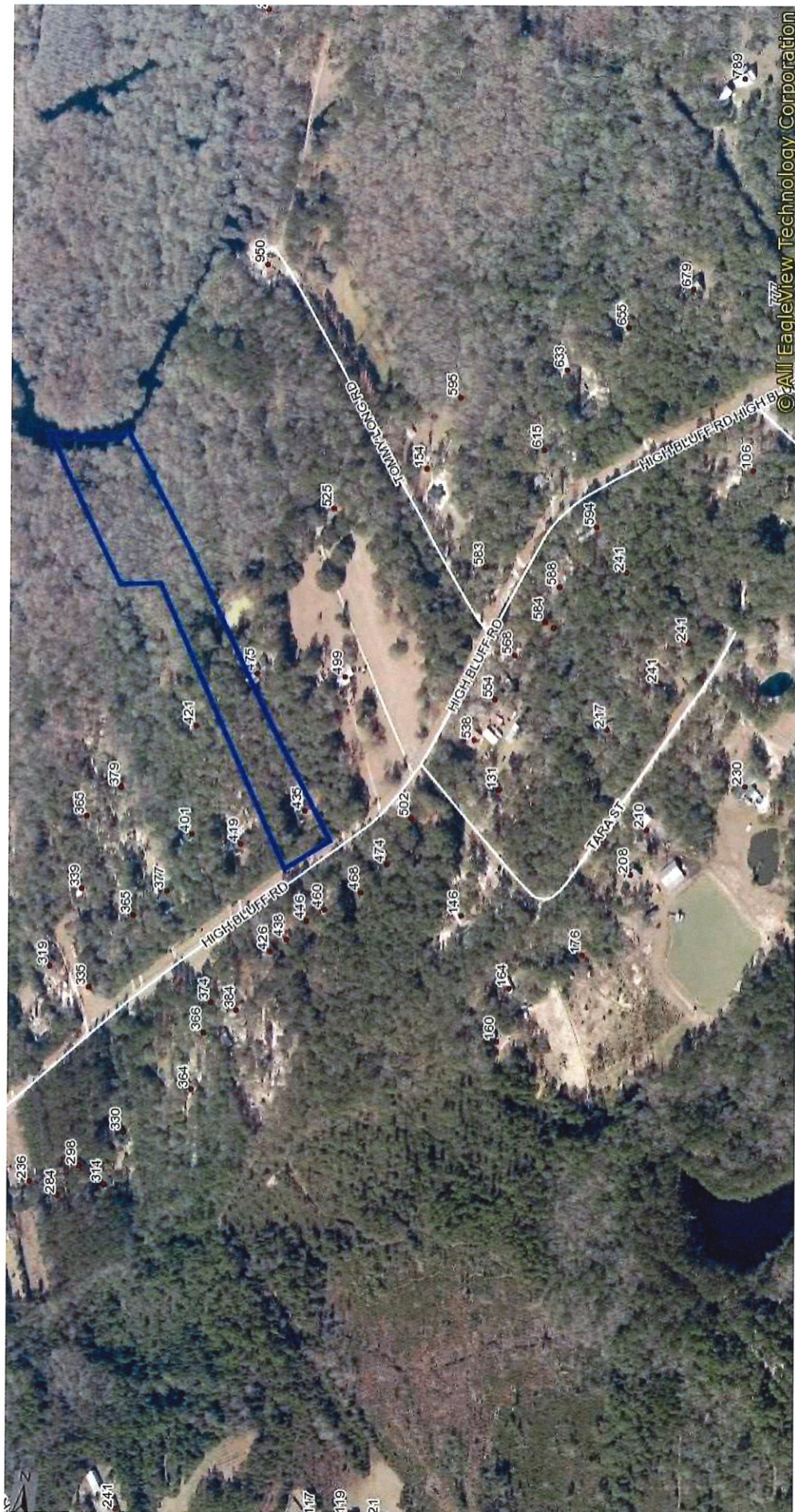
(1) As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by appropriate jurisdictions for recording as evidenced by appropriate seals or affirmations should be confirmed with the appropriate government bodies by any purchaser or user of the plat. The undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia and that the survey was conducted in accordance with the regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



*Adolph N. Michelis*  
 GA REG. L.S. LIC. NO. 1323  
 DATE: 6-23-22

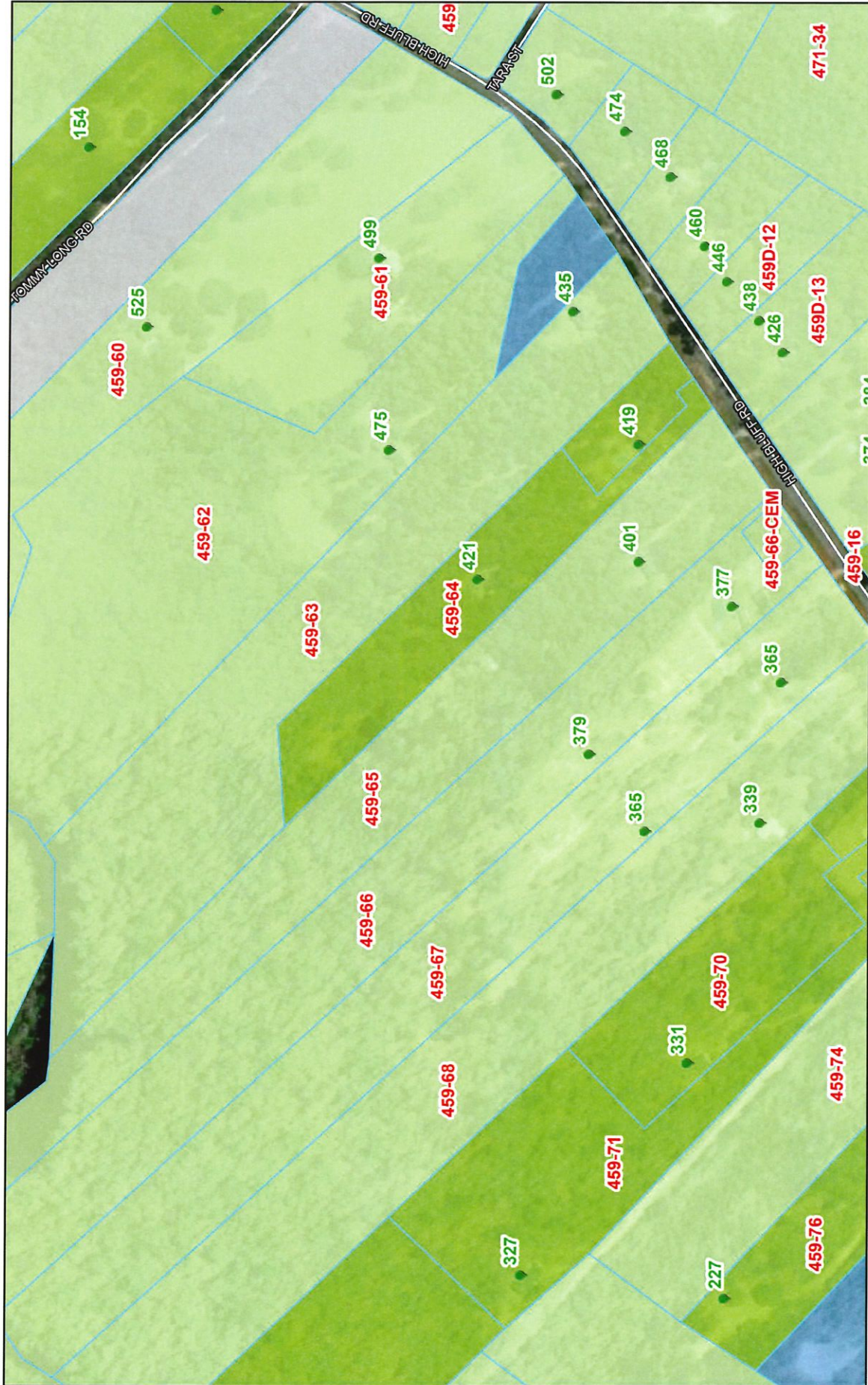


# HIGH BLUFF ROAD

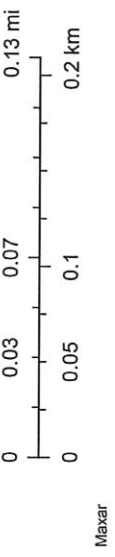




# HIGH BLUFF ROAD



8/15/2022, 3:40:41 PM



- Address Points
- Tax Parcel Labels
- Parcels2020
- Roads
- Effingham County Zoning
- AR-1
- AR-2
- R-1
- CP

Item XIII. 9.



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 **Joh Morgan Bolt & Kelsi Shea Bolt as Agent for Kirby Scott Willis – (Map # 459 Parcel# 63)** 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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL \_\_\_\_\_

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EFFINGHAM COUNTY REZONING CHECKLIST

AZ

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DISAPPROVAL ☐

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EFFINGHAM COUNTY REZONING CHECKLIST

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BIS,  
9/19/22



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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APPROVAL 

DISAPPROVAL \_\_\_\_\_

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

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** John Morgan Bolt & Kelsi Shea Bolt as Agents for Kirby Scott Willis request to **rezone** 2.15 of 11.52 acres from **AR-1** to **AR-2**, to allow for the separation of a home site. Located at 421 Highbluff Road. **Map# 459 Parcel# 63**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 2.15 of 11.52 acres from **AR-1** to **AR-2**, to allow for the separation of a 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 applicants wish to separate 2.15 acres, which include a dwelling. As the separated home site will be less than 5 acres, it does not meet the minimum size requirement for AR-1, and must be rezoned.
- At the September 19, 2022 Planning Board meeting, Brad Smith made a motion to **approve** the request to 2.15 of 11.52 acres from **AR-1** to **AR-2**, to allow for the separation of a home site, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Subdivision plat must be approved, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson, and carried unanimously.

### Alternatives

**1. Approve** the request to **rezone** 2.15 of 11.52 acres from **AR-1** to **AR-2**, to allow for the separation of a home site, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Subdivision plat must be approved, and be recorded, before the rezoning can take effect.

**2. Deny** the request to **rezone** 2.15 of 11.52 acres from **AR-1** to **AR-2**

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

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

459-63

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

459-63

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 JOHN MORGAN BOLT & KELSI SHEA BOLT AS AGENTS FOR KIRBY SCOTT WILLIS has filed an application to rezone two and fifteen hundredth (2.15) +/- acres; from AR-1 to AR-2 to allow for the separation of a home site; map and parcel number 459-63, located in the 4<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on October 4, 2022 and notice of said hearing having been published in the Effingham County Herald on September 14, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 31, 2022; and

IT IS HEREBY ORDAINED THAT two and fifteen hundredth (2.15) +/- acres; map and parcel number 459-63, located in the 4<sup>th</sup> commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Subdivision plat must be approved, and be recorded, before the rezoning can take effect.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

## Staff Report

**Subject:** Sketch Plan (First District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022

**Item Description:** **Ashley Mosley** as Agent for **Victor Vanderlugt** requests approval of a **sketch plan** for “Savannah Marine Terminal Bloomingdale Transloading Facility”. Located at 1054 Old River Road, zoned **I-1. Map# 304 Parcel# 9**

### Summary Recommendation

Staff has reviewed the application, and recommends **denial** of a **sketch plan** for Savannah Marine Terminal Bloomingdale Transloading Facility on Old River Road.

### Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 – Sketch Plan. *The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.*
- The original sketch plan proposed a gravel loading and staging area; timber storage; an office with parking for employees; and ~86 pads for triple-stacked containers.
- The property will be served by private well and septic system. One driveway entrance to Old River Road is planned. A new rail spur will be constructed from the existing rail line north of the property.
- A variance to the buffer requirements was approved on May 18, 2021. The undisturbed vegetative buffer will be 75’ along the southern property boundary, and 25’ along the northern property boundary. The concept plan for the buffer variance request proposed storage of 15 shipping containers. The initial sketch plan showed 86 shipping container pads. The revision submitted on 9/13/2022 shows 15 container pads. There are no longer any plans for stacking.
- Shipping container storage is a heavy industrial use. However, the rezoning and variance applications did not refer to stacked container storage, and proposed 15 containers to be stored onsite. The initial sketch plan was a substantial change to the previously submitted concept plan.
- A revised sketch plan was submitted on 9/13/2022. The number of container sites has been reduced to 15, and stacking is no longer planned.
- At the September 19, 2022 Planning Board meeting, Ryan Thompson made a motion to **approve** the sketch plan “Savannah Marine Terminal Bloomingdale Transloading Facility”, with the follow conditions:
  1. Stacking of shipping containers is prohibited.
  2. The reduced buffer approved on 5/18/2021 is associated only with the sketch plan submitted on 9/13/2022. All other future uses of this site shall be subject to additional review, and reconsideration of the buffer variance.
- The motion was seconded by Peter Higgins, and carried unanimously.

### Alternatives

**1. Approve the sketch plan** for “Savannah Marine Terminal Bloomingdale Transloading Facility”, with the following conditions:

1. Stacking of shipping containers is prohibited.
2. The reduced buffer approved on 5/18/2021 is associated only with the sketch plan submitted on 9/13/2022. All other future uses of this site shall be subject to additional review, and reconsideration of the buffer variance.

**2. Deny the sketch plan** for “Savannah Marine Terminal Bloomingdale Transloading Facility”.

**Recommended Alternative: 2**

**Other Alternatives: 1**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Sketch Plan Application

2. Aerial Photograph 3. Sketch Plan



# EFFINGHAM COUNTY

## SKETCH PLAN SUMMITAL FORM

**OFFICIAL USE ONLY**

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

Proposed Name of Subdivision Savannah Marine Terminal Bloomingdale Transloading Fac.

Name of Applicant/Agent Ashley D. Mosley, PE Phone 912-341-9630

Company Name SCE Engineering

Address 313 E 65th St Savannah, GA 31405

Owner of Record Victor Vanderlugt Phone 912-234-5000

Address 530 Magazine Ave., Savannah, GA 31415

Engineer Ashley D. Mosley Phone 912-341-9630

Address 313 E 65th St Savannah, GA 31405

Surveyor Warren E Poythress Phone 857-3288

Address 991 Hunters Road, Sylvania, GA 30467

Proposed water Existing Proposed sewer Existing

Total acreage of property 10 AC Acreage to be divided N/A Number of Lots Proposed N/A

Current Zoning I-1 Proposed Zoning N/A Tax map - Block - Parcel No 37 - 00 - 20 **304-9**

Are any variances requested? NONE 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Danielle Kinner  
Notary

Ashley D. Mosley  
Applicant  
Victor Vanderlugt  
Owner

Danielle Kinner  
NOTARY PUBLIC

Chatham County, GEORGIA

My Commission Expires 12/16/2007

Chatham County, GEORGIA

NOTARY PUBLIC  
Danielle Kinner

## EFFINGHAM COUNTY SKETCH PLAN CHECKLIST

### OFFICIAL USE ONLY

Subdivision Name: \_\_\_\_\_ Project Number: \_\_\_\_\_  
 Date Received: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

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

Office Use	Applicant Use	
<b>(a) Project Information:</b>		
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. 50 SCALE
Y		5. Location map (approximately 1" = 1000').
Y		6. Date of preparation and revision dates.
NA		7. Acreage to be subdivided.
<b>(b) Existing Conditions:</b>		
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.
NA		10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
<b>(c) Proposed Features:</b>		
Y		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.

NA	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
NA	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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Danielle Kinner  
Notary

[Signature]  
Applicant  
Kate Vandenberg  
Owner

Danielle Kinner  
NOTARY PUBLIC  
Chatham County, GEORGIA  
My Commission Expires 12/16/2022

Danielle Kinner  
NOTARY PUBLIC  
Chatham County, GEORGIA  
My Commission Expires 12/16/2025





EOM Operations  
*Your solution to a better tomorrow*

Item XIII. 11.

September 13<sup>th</sup>, 2022  
CC: Liberto Chacon, P.E.  
Eric Larson, P.E.  
Teresa Concannon, AICP  
Chelsie Fernald

Ashley D. Mosley, P.E.  
SCE Engineering  
313 E 65<sup>th</sup> St  
Savannah, GA 31405

Dear Ms. Mosley,

I am pleased to provide you with a review of the Sketch Plan submitted for Savannah Marine Terminal – Transloading Facility, which can be found below.

### Sketch Plan Review

Submittal Documents      Sketch Plan.....*Aug. 2022*

#### Comments:

1. For industrial zoned property, the street buffer shall equal the required zoning buffer necessary for the property across the street. In this case it would be 25-ft.
2. Please show the right of way for Old River Road on the sketch plan. Furthermore, show any driveway access points.
3. The Sketch Plan Checklist, submitted with the application, has all of the items checked as 'Y' for yes, however, upon review all those items are not included in the submitted sketch plan. Please review the checklist and add any missing items to the proposed sketch plan.
4. The original proposed use for the site, as described in the zoning variance application, was to be a grain and timber distribution. However, the underground grain hopper is no longer included and the timber storage was reduced by about ½. Is this still the same proposed land use, or have there been modifications.
5. Please include the location for the underground grain hopper on the plan. This item was included on the proposed concept plan.
6. Please include the location of the scale for containers/trucks on the plan. This item was included on the proposed concept plan.
7. Please provide a parking calculation for the proposed site.
  - a. It shall be noted that the parking spaces for passenger vehicles was reduced by ½ since the previously submitted concept plan.



480 Edsel Drive, Ste 100  
Richmond Hill, GA 31324



[www.eomworx.com](http://www.eomworx.com)



Ph: 912.445.0050  
F: 912.756.5882



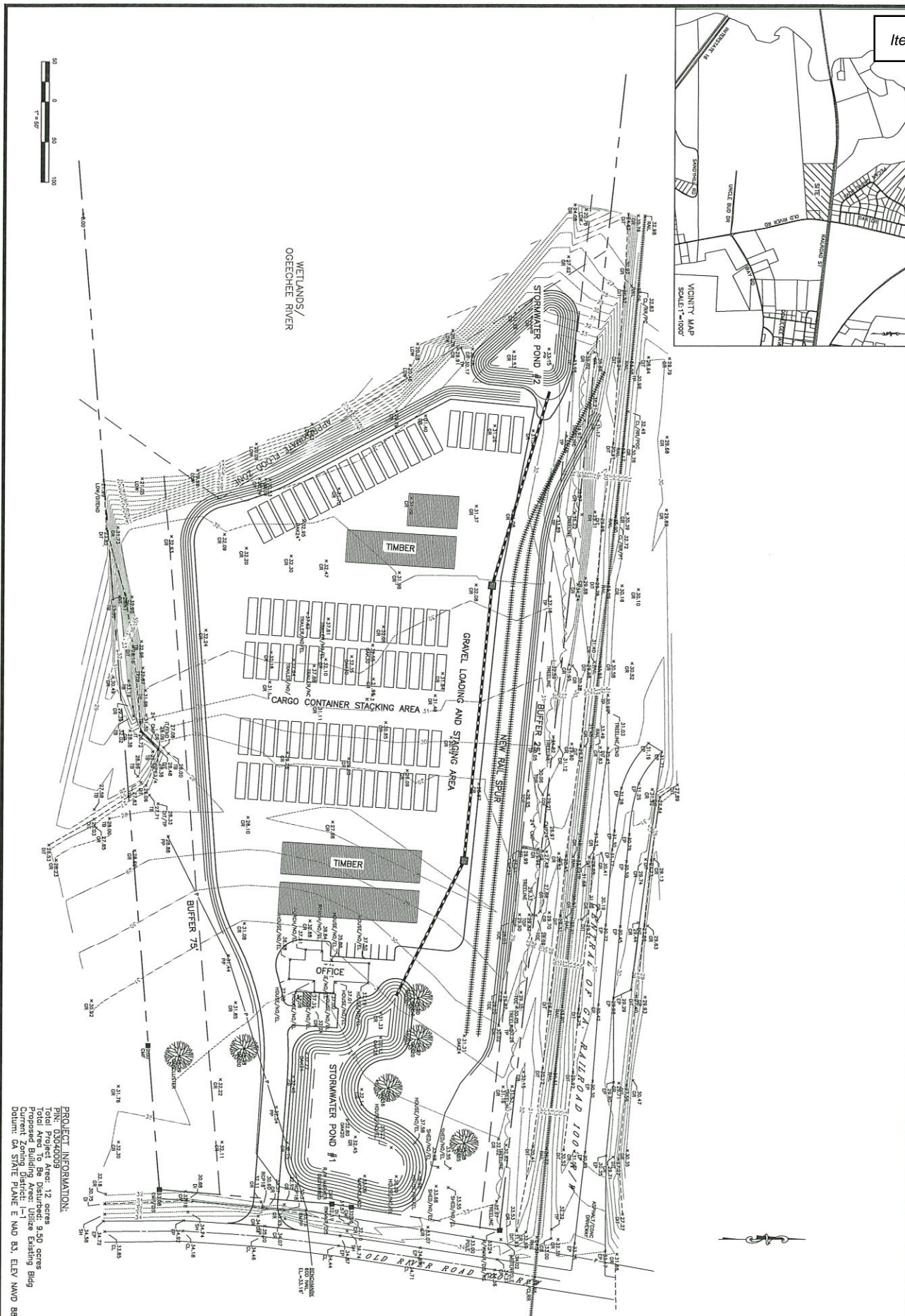


8. There shall be adequate access to the office building from the passenger vehicle parking area, especially the handicap parking space.
9. Please identify the loading spaces on the plans. Section 3.30.6 of the county ordinance provides the schedule for number of spaces per area of storage. Keep in mind the minimum space for truck loading shall be: 30-ft in length, 12-ft in width.
  - a. Keep in mind that there needs to be enough space to maneuver the design vehicle through site to and from the applicable loading spaces.
  - b. It shall be noted that there was a large area for truck parking and misc. storage on the concept plan that is not included in the proposed sketch plan.
10. Please identify the location of the proposed outlet for the site's stormwater management system on the plans. The full analysis of the stormwater management system is not required at this stage in the process, but the major features/structures should be included. The plan for the routing of stormwater should be clear.
11. Is any type of solid waste disposal area going to be proposed? If so, include depict this on the plan. Keep in mind that the applicable truck used to access any dumpster needs to be able to maneuver through the site.
12. The roadside drainage shall not be impeded by the proposed driveway construction. Ensure that a culvert is included in the design.
13. It is understood that an extent of this site is being proposed with some form of gravel/aggregate material, however at a minimum, the county right of way needs to utilize proper paving.
14. Is there any plan in place for the water distribution/wastewater serving the site?
15. Please provide some form of delineation for the wetlands on site. It is annotated that there are wetlands, but there is no line defining those limits.
16. It shall be noted that the railroad owner will need to issue an approval of the proposed rail plans prior to final approval of final site development plans.

Sincerely,

*Trevor Shoemaker*  
**Trevor Shoemaker**  
Project Manager  
EOM





PROJECT INFORMATION:  
 PIN: 0344000  
 Total Project Area: 12 acres  
 Total Area To Be Disturbed: 9.50 acres  
 Proposed Building Area: Utilize Existing Bldg  
 Proposed Roadway: Utilize Existing Roadway  
 Datum: CA STATE PLANE E AND N, ELEV NAD 88

	DESIGNED BY	DATE
	CHECKED BY	DATE
	IN CHARGE	DATE
	REVIEW	DATE

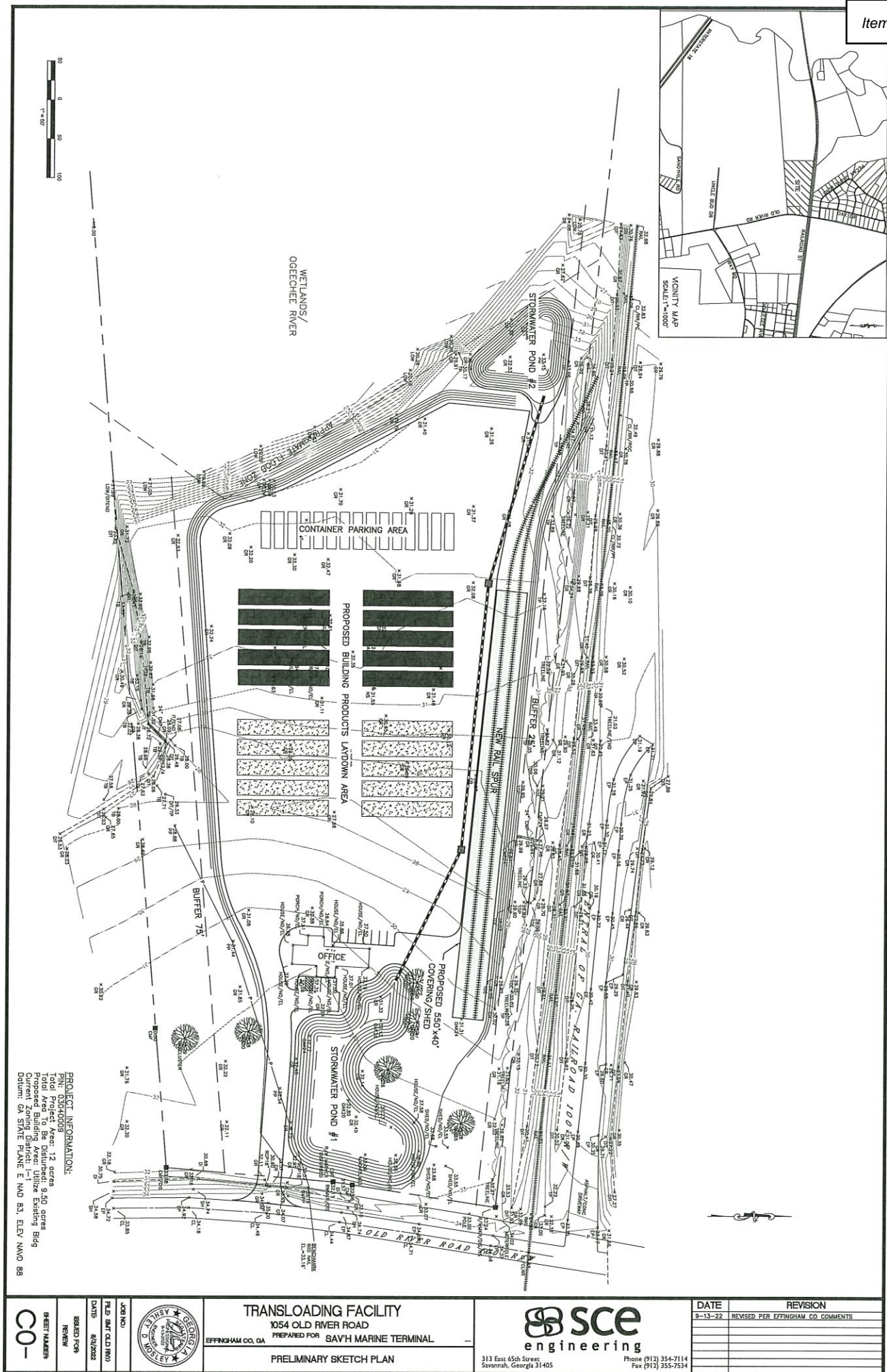
**TRANSLOADING FACILITY**  
 1054 OLD RIVER ROAD  
 PREPARED FOR SAVH MARINE TERMINAL  
 EFFINGHAM CO, GA  
**PRELIMINARY SKETCH PLAN**

313 East 65th Street  
 Savannah, Georgia 31405  
 Phone (912) 354-7114  
 Fax (912) 355-7534



DATE	REVISION

**CHANGES**  
**SUBMITTED ON**  
**9/13/2022**





PROJECT INFORMATION:  
 P.N. 03040009  
 Total Area: 10.50 acres  
 Proposed Building Area: 9.50 acres  
 Current Zoning District: I-1  
 Bottom: GA STATE PLANE E NAD 83, ELEV NAD 88

 <p>SAVANNAH GEORGIA</p>	<p><b>TRANSLOADING FACILITY</b>                  1054 OLD RIVER ROAD                  PREPARED FOR SAV'N MARINE TERMINAL</p>	 <p><b>sce</b> engineering</p> <p>313 East 65th Street, Savannah, Georgia 31405</p> <p>Phone (912) 354-7114 Fax (912) 355-7534</p>	<p><b>DATE</b> 9-13-22</p>	<p><b>REVISION</b> REVISED PER EFFINGHAM CO COMMENTS</p>
	<p><b>JOB NO.</b> P.L.S. 047 OLD RIVER</p> <p><b>DRAWN BY</b> 6/23/2022</p> <p><b>CHECKED BY</b> REVIEW</p> <p><b>SHEET NUMBER</b> CO-</p>		<p><b>PRELIMINARY SKETCH PLAN</b></p>	







1054 OLD RIVER ROAD



8/15/2022, 2:49:54 PM

Address Points   Effingham County Zoning

Parcels2020   AR-1   AR-2

Roads   R-1   B-2   B-3

I-1

1:9,028

203

**Staff Report**

**Subject:** Rezoning (First District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** **Dennis Morris** requests to **rezone** 9.21 acres from **AR-2** to **I-1** to allow for combination with adjacent industrial-zoned parcels. Located on Old River Road **Map# 305 Parcel# 4A**

**Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 9.21 acres from **AR-2** to **I-1** to allow for combination with adjacent industrial-zoned 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.
- The concept plan depicts a 350,948 sf warehouse, with 150' to 200' buffers on the I-1 property.
- Warehousing is a heavy industrial use, and 300' undisturbed vegetative buffers between industrial and residential zoned land are required.
- Old River Road is not a county truck route. However, the proposed development is close to the I-16 interchange. A Traffic Study will be necessary to assess the need for turn lanes.
- The development will be served by private well and septic system.
- The parcels for the proposed development are in flood zone AE. A LOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
- This parcel is intended as the site of the stormwater detention for the proposed warehouse development site. Those parcels were rezoned to I-1 on November 2, 2021.
- At the August 15, 2022 Planning Board meeting, Ryan Thompson made a motion to **approve** the request to **rezone** 9.21 acres from **AR-2** to **I-1**, with the follow conditions:
  1. A Sketch Plan must be submitted for approval before site development plans are submitted.
  2. Site development plans must comply with the County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
  3. All wetland impacts must be approved and permitted by USACE, and the Jurisdictional Determination must be submitted during the site development plan review process.
  4. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts**.
  5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
- The motion was seconded by Brad Smith, and carried unanimously.

**Alternatives**

1. **Approve** the request to **rezone** 9.21 acres from **AR-2** to **I-1**, with the following conditions:
  1. A Sketch Plan must be submitted for approval before site development plans are submitted.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
  3. All wetland impacts must be approved and permitted by USACE, and the Jurisdictional Determination must be submitted during the site development plan review process.
  4. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts**.
  5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
2. **Deny** the request to **rezone** 9.21 acres from **AR-2** 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: 8-10-2022Applicant/Agent: Dennis MorrisApplicant Email Address: lakesidewatercom@aol.comPhone # 912-658-9455Applicant Mailing Address: 222 Creekwood DriveCity: Bloomington State: GA Zip Code: 31302Property Owner, if different from above: \_\_\_\_\_  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): \_\_\_\_\_

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

Owner's Mailing Address: \_\_\_\_\_

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

Property Location: Old River RoadProposed Road Access: Old River RoadPresent Zoning of Property: AR-2 Proposed Zoning: I-1Tax Map-Parcel # 03050004A00 Total Acres: 9.21 Acres to be Rezoned: 9.21Lot Characteristics: Undeveloped, various vegetation.**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 I-1 South AR-2 East AR-2 West I-1/AR-2



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

Undeveloped with various vegetation.

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.

It is the owner's desire to construct a detention pond on the property.

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

Residential houses and undeveloped woodlands.

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?

Adjacent property is zoned 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?

No

Applicant Signature:

*Derm C. Munn*

Date

*8/12/22*

**ATTACHMENT B - OWNERSHIP CERTIFICATION**

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

7/25/2022, on file in the office of the Clerk of the Superior Court of  
Effingham County, in Deed Book 2801 page 780-781.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature Dennis C Morris

Print Name Dennis C Morris

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Sworn and subscribed before me this 12 day of August, 20 22.

Chelsie Fernald  
Notary Public, State of Georgia



8849504050  
PARTICIPANT ID

RETURN TO:  
REDDICK & EXLEY  
ATTORNEYS AT LAW  
PO BOX 385  
SPRINGFIELD, GA 31329

BK:2801 PG:780-781  
D2022008213

FILED IN OFFICE  
CLERK OF COURT  
08/12/2022 01:04 PM  
JASON E. BRAGG, CLERK  
SUPERIOR COURT  
EFFINGHAM COUNTY, GA

*Jason E. Bragg*

PT-61 051-2022-002423

QUITCLAIM DEED WITH  
RIGHT OF SURVIVORSHIP

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 25<sup>th</sup> day of July, 2022 between CHATHAM WATER UTILITY, LLC of the FIRST PART, and DENNIS C. MORRIS AND KIMBERLE J. MORRIS of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby bargain, sell, and by these presents remise, release, and forever QUITCLAIM to the SECOND PARTIES, as joint tenants with right of survivorship as defined and created by O.C.G.A. § 44-6-190, then to the heirs, executors and assigns of the survivor, all the right, title, interest, claim, options and demands, which the said FIRST PARTY has or may have in and to the following real estate, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 1559<sup>th</sup> G.M. District of Effingham County, Georgia, being known and designated as Tract #1, containing Nine and Two Hundred Seven Thousandths (9.207) acres, more or less, as shown on the plat thereof hereinafter referred to. Said parcel of land being irregular in shape and being bounded on the North by lands now or formerly of Kimberle J. Morris; on the Northeast by Lot 10, by the 60-foot wide right-of-way of Lazy Lagoon Court; on the East-Northeast by Lots 11, 12, 13, 14 and 15, River Road Farms Subdivision; on the Southeast by Tract #2 being shown and designated as the "Well Site"; on the South-Southwest by Lots 18, 19, 20 and 21, said Subdivision, and on the Northwest by lands now or formerly of Kimberle J. Morris.

Express reference is hereby made to the plat of said lands made by William Mark Glisson, R.L.S. #3316, dated February 21, 2022 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 29, Page 361 for better determining the metes and bounds of said lands hereinabove conveyed.

This being a portion of the property conveyed by Limited Warranty Deed from Lakeside Water Company to Chatham Water Utility, LLC dated January 31, 2017 and recorded in said Clerk's Office in Deed Book 2388, Page 732.

SUBJECT, to restrictive covenants and easements of record.

BK:2801 PG:781

**SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.**

TO HAVE AND TO HOLD the said described real estate to the said **SECOND PARTIES** as joint tenants with the right of survivorship as defined above, then to the heirs, executors and assigns of the survivor, forever in Fee Simple so that neither the **FIRST PARTY** nor its successors or assigns, nor any person claiming under them shall at any time, by any means, have claim or demand or right or title to the aforesaid real estate or appurtenances, or right thereof.

IN WITNESS WHEREOF, **FIRST PARTY** has caused this QUITCLAIM deed to be duly executed by its appropriate officers thereto duly authorized, its seal affixed and delivered these presents the day and year first above written.

CHATHAM WATER UTILITY, LLC

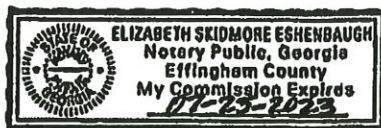
BY: [Signature] (SEAL)  
MARK V. SMITH, MANAGER

Signed, sealed and delivered  
In the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Official Witness - Notary Public

My commission expires: 07-25-2023  
bp







**Coastal Health District**  
Lawton C. Davis, M.D., District Health Director

802 Highway 119 South, Post Office Box 350  
Springfield, Georgia 31329  
Phone: 912-754-6850 | Fax: 912-754-0078

September 16, 2022

Effingham County Zoning Board  
Springfield, GA 31329

Re: Rezoning Amendment  
Dennis Morris  
Old River Road, Guyton GA 31312  
Pin: 305-4A  
Total Acres: 9.21 Acres to be rezoned: 9.21

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-21 to I-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.



This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,



Darrell M. O'Neal, MPA  
Environmental Health County Manager  
Effingham County Health Department

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, COMMUNITY PANEL NO. 130076 0165 C, EFFECTIVE SEPT. 3, 1992, THIS PROPERTY IS LOCATED IN "ZONE X". (OUTSIDE THE 500 YEAR FLOODPLAIN)

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR

*George B. Smith*  
ZONING ADMINISTRATOR

11-1-2011  
DATE

LEGEND:

IRF 5/8" REBAR FOUND  
IRS 5/8" REBAR SET  
PL PROPERTY LINE  
CMF CONC MON. FOUND  
N/F NOW OR FORMERLY  
PP POWER POLE

REFERENCES:  
PLAT BY EMC ENGR. DATED 4/28/08 OF 42.38 ACRES. FOR DENNIS MORRIS. ALSO A PLAT BY ADOLPH N. MICHELIS & ASSO. DATED 8/8/11 OF 16.34 ACRES FOR D. MORRIS

EQUIP. USED TOTAL STATION  
TOPCON 303

ERROR OF CLOSURE EXCEEDS  
1:10,000 PLAT NOT ADJUSTED

NOTE: SUBJECT PROPERTY IS A PORTION OF MAP & PARCEL 305 -4 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE. ALSO A PORTION OF THIS SURVEY WAS TAKEN FROM THE E.M.C. SURVEY FIELD CHECKED NOT RESURVEYED.

LINE TABLE		
LINE	BEARING	LENGTH
L-1	S-19 20 59-E	119.98'
L-2	S19 27 31-E	120.15'
L-3	S-19 18 29-E	119.96'
L-4	S-19 20 23-E	139.84'
L-5	S-11 46 05-E	13.06'
L-6	S-11 46 07-E	141.51'
L-7	S-11 45 02-E	126.51'
L-8	S-11 45 35-E	93.82'
L-9	N-11 45 37-W	158.31'
L-10	N-66 50 35-W	189.97'
L-11	N-66 50 23-W	124.98'
L-12	N-56 50 08-W	126.62'
L-13	N-56 50 08-W	126.62'

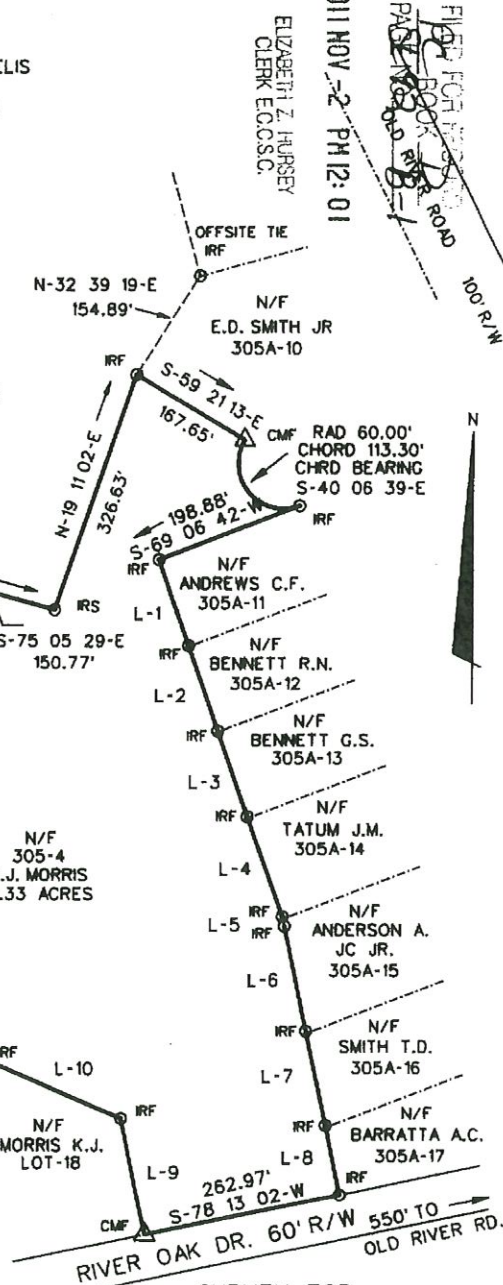


*Adolph N. Michelis*  
ADOLPH N. MICHELIS R.L.S.  
GA. Reg. L. S. # 1323

ADOLPH N. MICHELIS & ASSO.  
736 SANDY RIDGE ROAD  
SVLVANIA, GEORGIA 30467  
PH. (912) 829 3972

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM REQUIREMENTS OF LAW.

SCALE: 1" = 200'



SURVEY FOR  
**DENNIS MORRIS**  
SURVEY OF 10.33 ACRES FROM A  
26.04 ACRE TRACT, BELONGING TO  
DENNIS MORRIS

LOCATED IN THE 1559TH. G.M.D.  
EFFINGHAM COUNTY, GEORGIA  
SURVEYED 19 SEPT 2011  
PLAT DRAWN 19 SEPT 2011

DMP3.DGN SEP2011



**884950-050**

PARTICIPANT ID

**BK:29 PG:361-361**

**P2022000122**

FILED IN OFFICE  
CLERK OF COURT  
07/07/2022 09:56 AM  
JASON E. BRAGG, CLERK  
SUPERIOR COURT, GA  
*Jason E. Bragg*

15' 0' 15'

**WILLIAM MARK GLASSON RLS #3316**

*[Signature]* DATE **2/2/2023**

**SURVEY OF 10.350 ACRES OF LAND BEING SUBDIVIDED INTO TWO TRACTS, LOCATED IN THE 1559th G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA**

**GRID NORTH EAST NORTH**

**LAZY LAGOON COURT**

**RIVER ROAD FARMS SUBDIVISION**

**TRACT #1 AREA = 9.207 ACRES**

**REFERENCES:**  
1. DB 2308 PG 732  
2. PB 092 PG 81

CURVE	BEARING	HORIZ DIST	RADIUS	ARC	TANGENT
C1	N4°12'31"W	113.38'	52.09'	141.44'	17.975'
C2	S87°12'31"E	120.64'	120.64'	110.87'	65.43'

LINE	BEARING	HORIZ DIST	AREA
L1	S59°49'44"E	134.88'	19.77'
L2	N89°10'23"E	19.77'	326.81'
L3	S58°57'47"W	150.87'	150.87'
L4	S59°10'37"W	150.87'	150.87'
L5	S59°34'44"W	64.78'	128.43'
L6	N11°44'42"E	121.20'	121.20'
L7	S11°40'29"E	52.84'	52.84'
L8	N10°14'33"W	111.15'	270.20'
L9	N44°55'51"E	270.20'	270.20'
L10	S78°15'51"W	578.15'±	292.52'

**FLOOD INFORMATION:**  
FEMA FLOOD MAP: (1310BCH10E)  
EFFECTIVE DATE: (03/16/2015)  
THIS AREA IS LOCATED IN A FLOOD HAZARD AREA

**LEGEND**

- IRON PIN FOUND
- IRON PIN SET
- CAP
- BOUNDARY LINE
- ADJOINING PROPERTY LINES

**NOTES:**

- THE FIELD DATA WAS COLLECTED USING A TOPCON ES TOTAL STATION RTX DATA COLLECTOR AND A CARLSON BRAGG GPS.
- THIS PROPERTY IS LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE FURIAL OFFICIAL FLOOD HAZARD MAPS.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
- "TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ALL ANGLES, BEARINGS, MEASUREMENTS OF COURSES, DISTANCES AND MONUMENTS (LAND AND SURFACE) SHOWN HEREON ARE TRUE AND CORRECT, AND IN CONFORMANCE THEREOF THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1978".
- THIS SURVEY COMPLETES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-6-671 IN THAT WHERE A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS THE REQUIREMENTS OF THE LAW PREVAIL.
- WILLIAM MARK GLASSON, THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DOES NOT GUARANTEE THAT ALL EXEMPTIONS WHICH MAY AFFECT THE PROPERTY ARE SHOWN. THE CERTIFICATION, AS SHOWN HEREON, IS BASED ON INFORMATION AND BELIEF AND PROFESSIONAL OPINION. IT IS NOT INTENDED TO BE A WARRANTY OR GUARANTEE. THE CERTIFICATION IS NOT EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

**SURVEYOR CERTIFICATION**

AS REQUIRED BY SUBSECTION (6) 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 OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLETES 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.

**OSMOS REGULATION COMPLIANCE**

BASED UPON THE REPRESENTATIONS OF THE EMPLOYER AND THE SURVEYOR'S PLANNED REUSE AND SUPPLEMENTARY INFORMATION PROVIDED, A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER/SURVEYOR HAS REVEALED THAT THE PLAT DOES NOT VIOLATE THE OSMA REGULATIONS FOR A TYPICAL SIZE RESIDENCE OF 3 OR 4 BEDROOMS WITH BASIC APPLIANCES. EACH LOT MUST BE RETAINED AND ADJACENT SYSTEM PLACEMENT PRIOR TO THE ISSUANCE OF A CONSTRUCTION PERMIT. MODIFICATIONS OR CHANGES IN SITE DESIGNATION MAY VOID THIS APPROVAL.

**NOT REQUIRED**

SIGNING AUTHORITY TITLE DATE

**DENNIS MORRIS**

COUNTY: EFFINGHAM, STATE: GEORGIA

GMD: 1559th

DATE: 01/20/2022

SCALE: 1" = 150'

FILE NUMBER: 22118

DRAWN BY: KJ

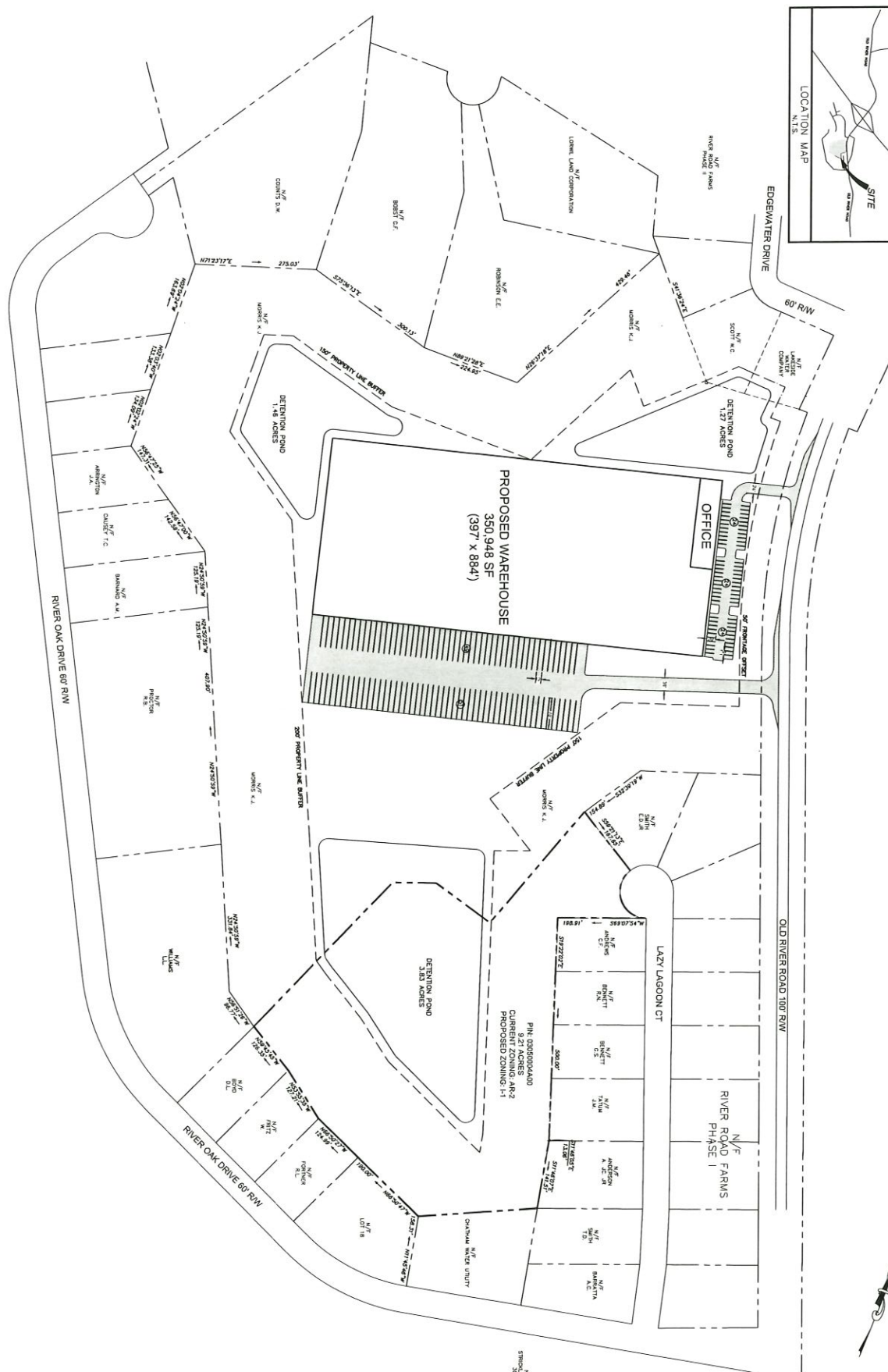
TOTAL AREA: = 10.350 AC

FIELD SURVEY DATE: 06/13/2022

**GLISSON LAND SURV INC.**

WILLIAM MARK GLASSON - REGISTERED LAND SURVEYOR  
EFFINGHAM CO., GA  
GEORGIA P.L.S. #3316 - COUNTY: CAROLINA P.L.S. #3194  
OFFICE: 912.234.1222 • FAX: 912.234.1222 • EMAIL: WMARK@GLISSONLANDSURV.COM





NO.	REVISION DESCRIPTION	DATE
0000	0000	0000
0001	0000	0000
0002	0000	0000
0003	0000	0000
0004	0000	0000
0005	0000	0000
0006	0000	0000

EFFINGHAM COUNTY, GEORGIA  
Prepared for:  
DENNIS MORRIS



**EMC ENGINEERING  
SERVICES, INC.**  
10 Chatham Center South, Suite 100  
Savannah, GA 31405  
Ph: (912) 232-6533  
Fax: (912) 233-4586  
[savannah@emc-eng.com](mailto:savannah@emc-eng.com)  
[www.emc-eng.com](http://www.emc-eng.com)

ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS  
SAVANNAH • STATESBORO • THOMASTON • VAL DOSTA • WARNER ROBINS

PROJECT NO.:	21-0128
DRAWN BY:	ZAC
DESIGNED BY:	ZAC
SURVEYED BY:	SEEN
SURVEY DATE:	SEEN
CHECKED BY:	SEEN
SCALE:	1" = 100'
DATE:	8-10-2022



# OLD RIVER ROAD

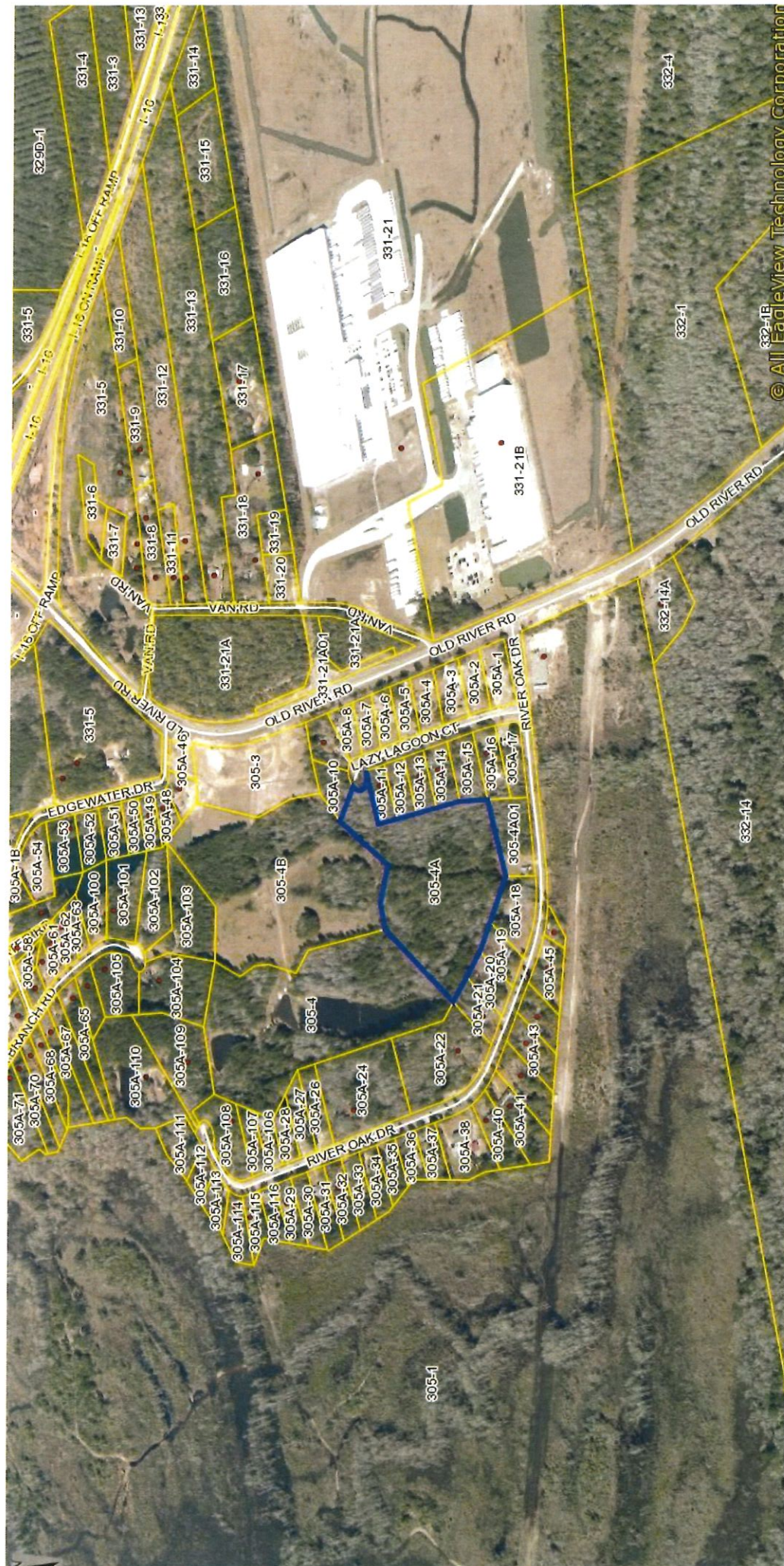


8/16/2022, 8:51:09 AM

- Future Land Use - Plan Date 10/1/2019
- Address Points
  - Parcels2020
  - Roads
  - Residential
  - Agriculture
  - Commercial
  - Industrial
  - Transportation/Utilities
  - Undeveloped



# OLD RIVER ROAD



© All EagleView Technology Corporation



[illegible]

Address Points    Effingham County Zoning

Parcels2020    AR-1    AR-2

Roads

217

Maxar | Esri, Inc., City of Naperville, Illinois | Effingham County BOC | <https://www.fws.gov/wetlands/data/data-download.htm> | ArcGIS Web AppBuilder



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 **Dennis Morris – (Map # 305 Parcel# 4A)** from **AR-2** to **I-1** zoning.

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

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

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

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

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

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

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

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Dennis Morris – (Map # 305 Parcel# 4A)** from **AR-2** to **I-1** zoning.

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

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

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

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

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

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

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

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



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

AZ

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 **Dennis Morris – (Map # 305 Parcel# 4A)** from **AR-2** to **I-1** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ~~\_\_\_\_\_~~

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Dennis Morris – (Map # 305 Parcel# 4A)** from **AR-2** to **I-1** zoning.

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

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

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

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

~~Yes~~ 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

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

~~Yes~~ 8. Do other conditions affect the property so as to support a decision against the proposal?

BKS

9/19/22



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL REH

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Dennis Morris – (Map # 305 Parcel# 4A)** from **AR-2** to **I-1** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
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- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** **Dennis Morris** requests to **rezone** 9.21 acres from **AR-2** to **I-1** to allow for combination with adjacent industrial-zoned parcels. Located on Old River Road **Map# 305 Parcel# 4A**

## Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 9.21 acres from **AR-2** to **I-1** to allow for combination with adjacent industrial-zoned 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.
- The concept plan depicts a 350,948 sf warehouse, with 150' to 200' buffers on the I-1 property.
- Warehousing is a heavy industrial use, and 300' undisturbed vegetative buffers between industrial and residential zoned land are required.
- Old River Road is not a county truck route. However, the proposed development is close to the I-16 interchange. A Traffic Study will be necessary to assess the need for turn lanes.
- The development will be served by private well and septic system.
- The parcels for the proposed development are in flood zone AE. A LOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
- This parcel is intended as the site of the stormwater detention for the proposed warehouse development site. Those parcels were rezoned to I-1 on November 2, 2021.
- At the August 15, 2022 Planning Board meeting, Ryan Thompson made a motion to **approve** the request to **rezone** 9.21 acres from **AR-2** to **I-1**, with the follow conditions:
  1. A Sketch Plan must be submitted for approval before site development plans are submitted.
  2. Site development plans must comply with the County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
  3. All wetland impacts must be approved and permitted by USACE, and the Jurisdictional Determination must be submitted during the site development plan review process.
  4. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts**.
  5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
- The motion was seconded by Brad Smith, and carried unanimously.

## Alternatives

1. **Approve** the request to **rezone** 9.21 acres from **AR-2** to **I-1**, with the following conditions:
  1. A Sketch Plan must be submitted for approval before site development plans are submitted.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
  3. All wetland impacts must be approved and permitted by USACE, and the Jurisdictional Determination must be submitted during the site development plan review process.
  4. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts**.
  5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.

**2. Deny** the request to **rezone** 9.21 acres from **AR-2** to **I-1**.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
305-4A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
305-4A

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 DENNIS MORRIS has filed an application to rezone nine and twenty-one hundredth (9.21) +/- acres; from AR-2 to I-1 to allow for combination with adjacent industrial-zoned parcels; map and parcel number 305-4A, located in the 1<sup>st</sup> commissioner district, and

WHEREAS, a public hearing was held on October 4, 2022 and notice of said hearing having been published in the Effingham County Herald on September 14, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 31, 2022; and

IT IS HEREBY ORDAINED THAT nine and twenty-one hundredth (9.21) +/- acres; map and parcel number 305-4A, located in the 1<sup>st</sup> commissioner district is rezoned from AR-2 to I-1, with the following conditions:

1. A Sketch Plan must be submitted for approval before site development plans are submitted.
2. Site development plans must comply with the County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention.**
3. All wetland impacts must be approved and permitted by USACE, and the Jurisdictional Determination must be submitted during the site development plan review process.
4. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts.**
5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements.**

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:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** **Dennis Morris** requests a **variance** from *section 3.4 Buffers*, to reduce the required buffer between industrial and various zoned parcels. Located on Old River Road, zoned **I-1 & AR-2**, proposed zoning **I-1. Map# 305 Parcel# 4A**

### Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request for a **variance** from *section 3.4 Buffers*, to reduce the required buffer between industrial and various zoned parcels.

### 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.*
- Warehouse Distribution Centers are a heavy industrial use. The proposed development in the attached rezoning exhibit (dated 8-/10/2022) is surrounded to the north, south, and west by residential lots in the AR-2 zoning district. To the east are parcels in the B-2 and I-1 zoning district.
- The scale of the proposed warehouse development (350,948 sf) does not trigger regional review.
- The required vegetative buffer between heavy industrial and AR zoning districts is 300'. The proposed buffer reduction is from 300' to 200' along the western boundary of the development site, and 150' along the north and south boundaries of the development site. Included in the southern boundary of the development site is the stormwater pond.
- The other parcels in the proposed development site were rezoned to I-1 in November 2021.
- The buffer requirements for heavy industrial development were discussed at those public hearings.
- A buffer variance would be best decided as part of the sketch plan review process, to ensure that any buffer reduction was approved for a specific planned use. I-1 industrial permits a wide variety of uses.
- At the September 19, 2022 Planning Board meeting, Ryan Thompson made a motion to **deny** the request for a **variance** from *section 3.4 Buffers*.
- The motion was seconded by Alan Zipperer, and carried unanimously.

### Alternatives

#### 1. Approve the request for a **variance** from *section 3.4 Buffers*.

- The reduced buffer is approved only for the warehouse development in the aforementioned rezoning exhibit (dated 8/10/2022). All other future uses of this site shall be subject to additional review, and reconsideration of the buffer variance.

#### 2. Deny the request for a **variance** from *section 3.4 Buffers*.

#### Recommended Alternative: 2

**Department Review:** Development Services

**Attachments:** 1. Variance application  
 2. Ownership certificate/authorization

#### Other Alternatives: 1

**FUNDING:** N/A

3. Site Plan  
 4. Aerial photograph

5. Deed



**ATTACHMENT A - VARIANCE APPLICATION**Application Date: 8-12-2022Applicant/Agent: Dennis MorrisApplicant Email Address: lakesidewatercom@aol.comPhone # 912-658-9455Applicant Mailing Address: 222 Creekwood DriveCity: Bloomington State: GA Zip Code: 31302Property Owner, if different from above: \_\_\_\_\_  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): \_\_\_\_\_

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

Owner's Mailing Address: \_\_\_\_\_

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

Property Location: Old River RoadName of Development/Subdivision: 03050004, 03050004B, 03050003, 0305A046, 0305A047, 03050004A00Present Zoning of Property I-1 & AR-2 Tax Map-Parcel # \_\_\_\_\_ Total Acres 38.38 (I-1), 9.21 (AR-2)**VARIANCE REQUESTED** (provide relevant section of code): 5.12 I-1 Industrial Districts - BuffersDescribe why variance is needed: Buffer Variance for AR-2 next to I-1. Requesting Buffer  
from 300' to 200'(rear) & 150'(side) for future construction of a warehouse and detention  
ponds as shown on Rezoning Exhibit.

How does request meet criteria of Section 7.1.8 (see Attachment C): \_\_\_\_\_

The width of property does not allow for a warehouse development with 300' buffers  
on all sides.Applicant Signature: Dennis Morris Date 8/15/2022

**ATTACHMENT B - OWNERSHIP CERTIFICATION**

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date  
1-24-2002, 4-25-2005, 8-29-2006, 10-5-2012,

\_\_\_\_\_, on file in the office of the Clerk of the Superior Court of  
DB 1062 PG 262, DB 1265 PG 143, DB 1509 PG 449, DB 2137 PG 169,  
Effingham County, in Deed Book \_\_\_\_\_ page \_\_\_\_\_.

I hereby certify that I am the owner of the property being proposed for Variance approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature Dennis C Morris

Print Name Dennis C Morris

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Sworn and subscribed before me this 15 day of August, 20 22.

Chelsie Fernald  
Notary Public, State of Georgia



8849504050  
PARTICIPANT ID

RETURN TO:  
REDDICK & EXLEY  
ATTORNEYS AT LAW  
PO BOX 385  
SPRINGFIELD, GA 31329

BK:2801 PG:780-781  
D2022008213

FILED IN OFFICE  
CLERK OF COURT  
08/12/2022 01:04 PM  
JASON E. BRAGG, CLERK  
SUPERIOR COURT  
EFFINGHAM COUNTY, GA

*Jason E. Bragg*

PT-61 051-2022-002423

QUITCLAIM DEED WITH  
RIGHT OF SURVIVORSHIP

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 25<sup>th</sup> day of July, 2022 between CHATHAM WATER UTILITY, LLC of the FIRST PART, and DENNIS C. MORRIS AND KIMBERLE J. MORRIS of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby bargain, sell, and by these presents remise, release, and forever QUITCLAIM to the SECOND PARTIES, as joint tenants with right of survivorship as defined and created by O.C.G.A. § 44-6-190, then to the heirs, executors and assigns of the survivor, all the right, title, interest, claim, options and demands, which the said FIRST PARTY has or may have in and to the following real estate, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 1559<sup>th</sup> G.M. District of Effingham County, Georgia, being known and designated as Tract #1, containing Nine and Two Hundred Seven Thousandths (9.207) acres, more or less, as shown on the plat thereof hereinafter referred to. Said parcel of land being irregular in shape and being bounded on the North by lands now or formerly of Kimberle J. Morris; on the Northeast by Lot 10, by the 60-foot wide right-of-way of Lazy Lagoon Court; on the East-Northeast by Lots 11, 12, 13, 14 and 15, River Road Farms Subdivision; on the Southeast by Tract #2 being shown and designated as the "Well Site"; on the South-Southwest by Lots 18, 19, 20 and 21, said Subdivision, and on the Northwest by lands now or formerly of Kimberle J. Morris.

Express reference is hereby made to the plat of said lands made by William Mark Glisson, R.L.S. #3316, dated February 21, 2022 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 29, Page 361 for better determining the metes and bounds of said lands hereinabove conveyed.

This being a portion of the property conveyed by Limited Warranty Deed from Lakeside Water Company to Chatham Water Utility, LLC dated January 31, 2017 and recorded in said Clerk's Office in Deed Book 2388, Page 732.

SUBJECT, to restrictive covenants and easements of record.



BK:2801 PG:781

**SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.**

**TO HAVE AND TO HOLD** the said described real estate to the said **SECOND PARTIES** as joint tenants with the right of survivorship as defined above, then to the heirs, executors and assigns of the survivor, forever in Fee Simple so that neither the **FIRST PARTY** nor its successors or assigns, nor any person claiming under them shall at any time, by any means, have claim or demand or right or title to the aforesaid real estate or appurtenances, or right thereof.

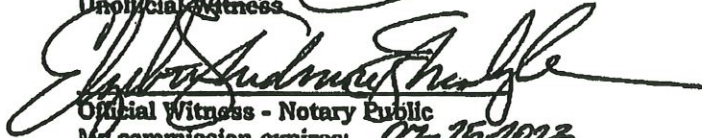
**IN WITNESS WHEREOF, FIRST PARTY** has caused this **QUITCLAIM** deed to be duly executed by its appropriate officers thereto duly authorized, its seal affixed and delivered these presents the day and year first above written.

**CHATHAM WATER UTILITY, LLC**

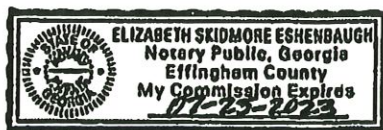
BY:  (SEAL)  
**MARK V. SMITH, MANAGER**

Signed, sealed and delivered  
 In the presence of:

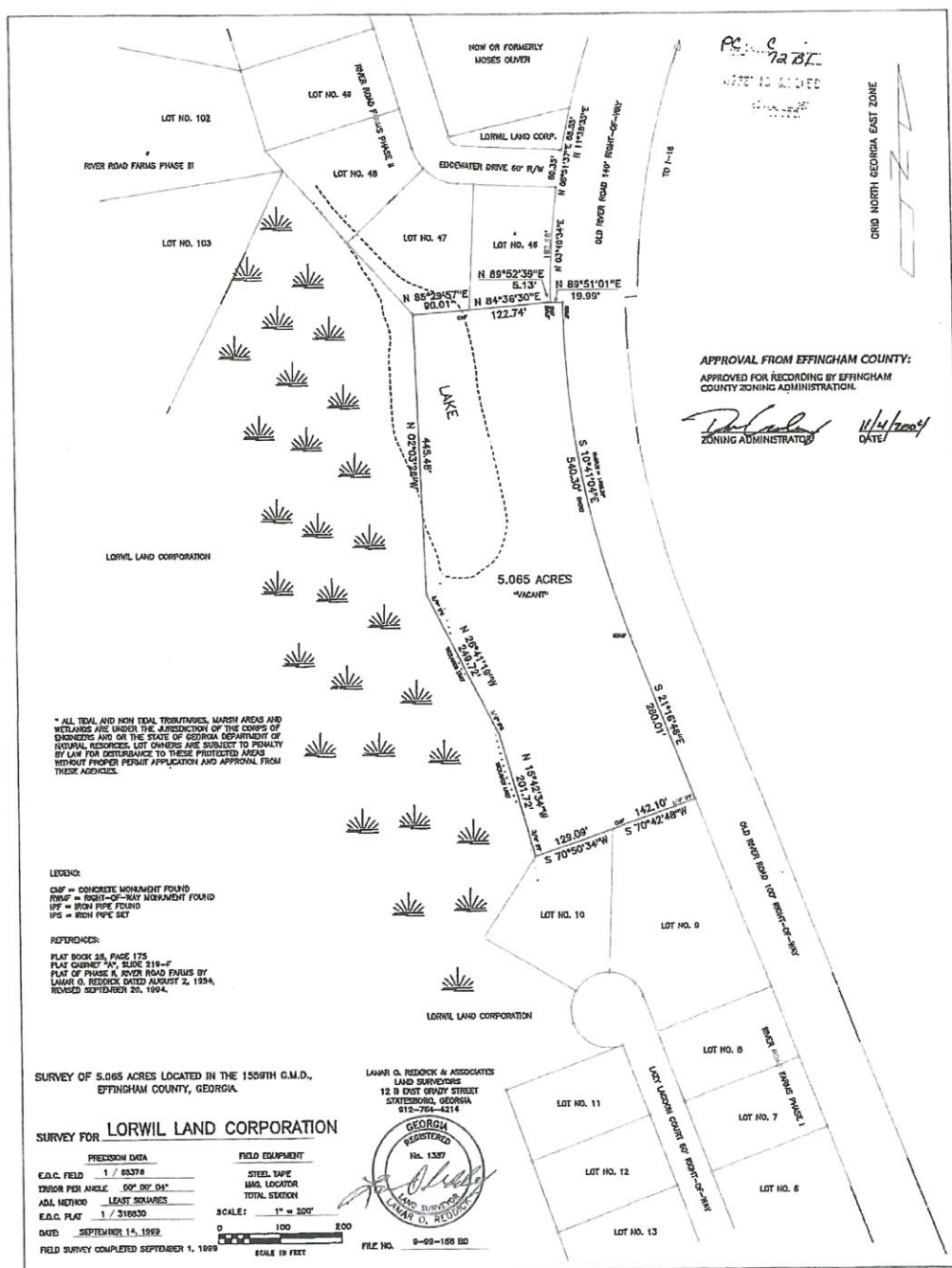
  
 Unofficial Witness

  
 Official Witness - Notary Public

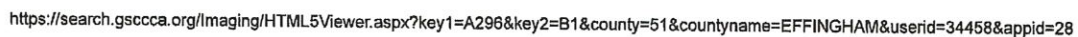
My commission expires: 07-25-2023  
 bp









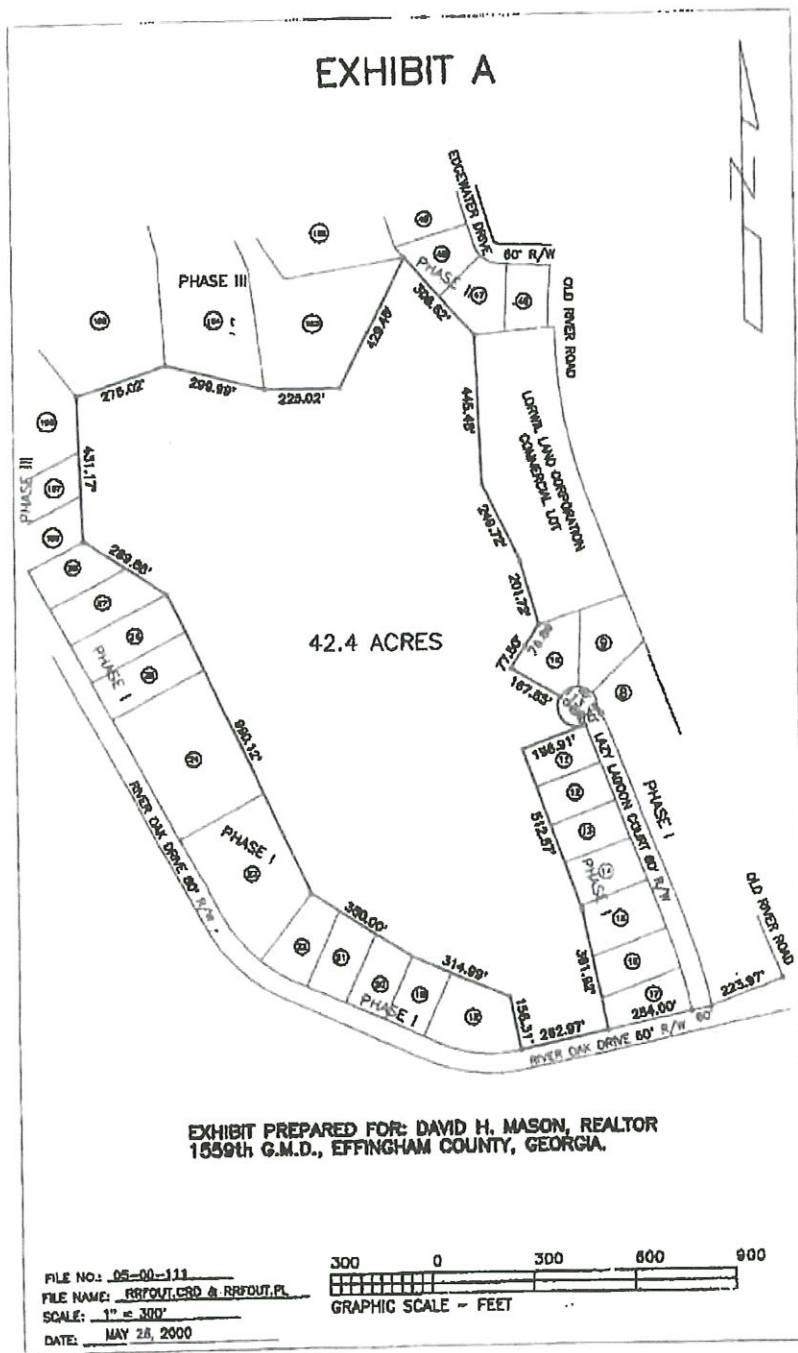


FROM: LORWILLANDCORP

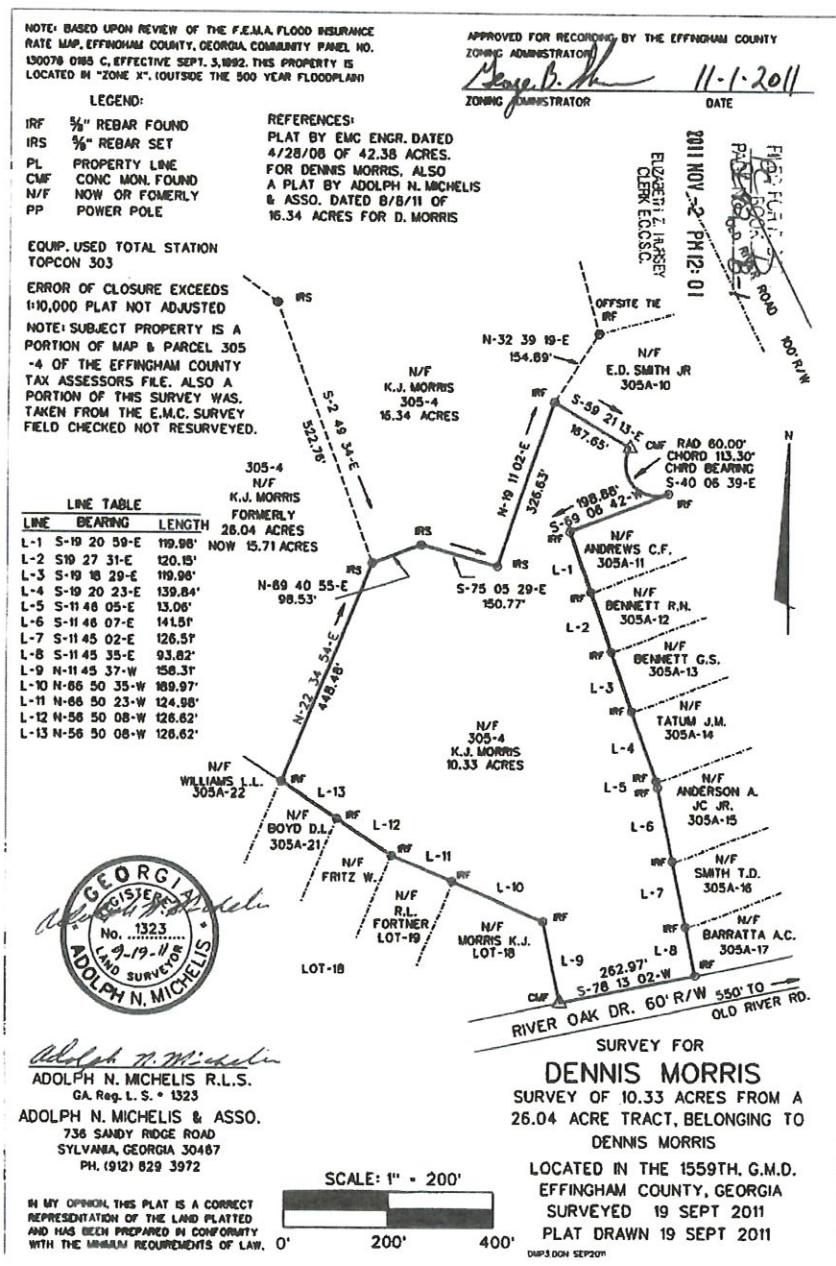
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Dec. 02 2003 03:04PM P4

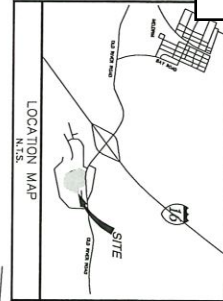
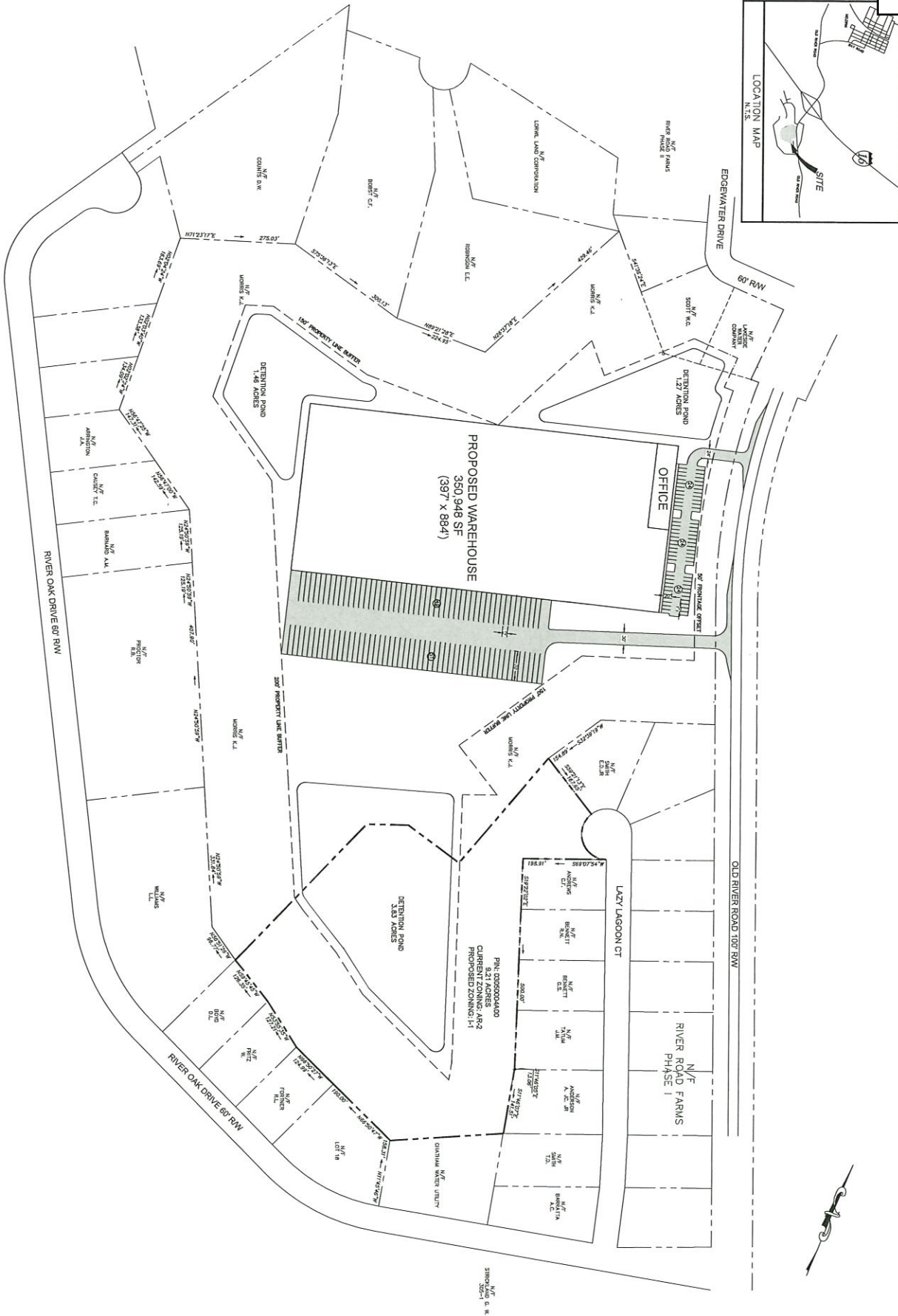
264







Item XIII. 14.



REZONING EXHIBIT		NO. REVISION DESCRIPTION		DATE
OLD RIVER ROAD DEVELOPMENT		0001		0000
EFFINGHAM COUNTY, GEORGIA		0002		0000
Prepared for:		0003		0000
DENNIS MORRIS		0004		0000
PROJECT NO. 21-0125		0005		0000
DESIGNED BY: JAC		0006		0000
SURVEYED BY: JAC		0007		0000
CHECKED BY: JAC		0008		0000
SCALE: 1" = 100'		0009		0000
DATE: 8/15/2022		0010		0000
SHEET 01		0011		0000
OF 01		0012		0000



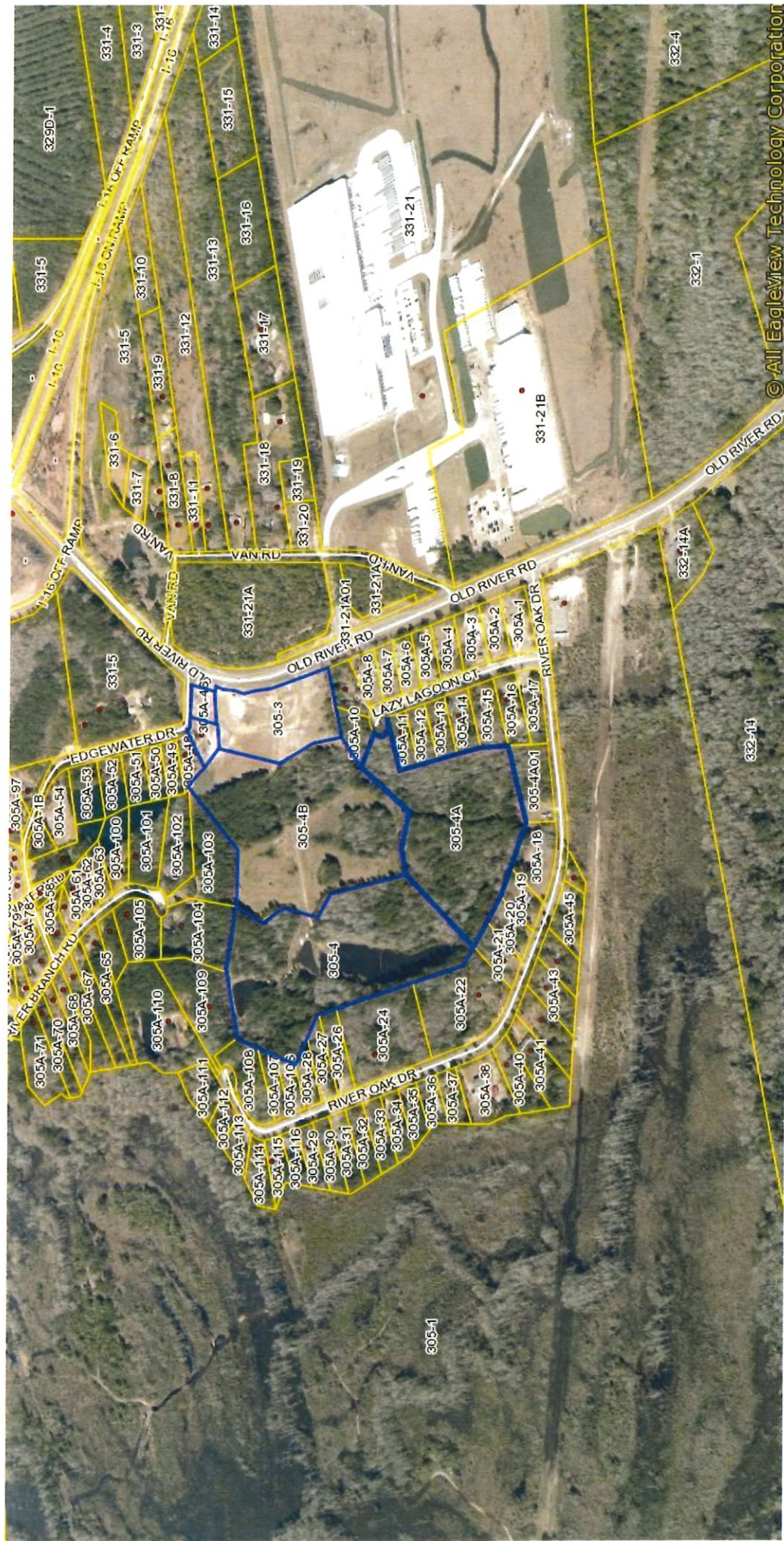
EMC ENGINEERING SERVICES, INC.

10 Chatham Center South, Suite 100  
Savannah, GA 31405  
Ph: (912) 233-4530  
Fax: (912) 233-4530  
sarah@emc-engineering.com  
www.emc-engineering.com

ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS  
SAVANNAH • STATESBORO • THOMASTON • VALDOSTA • WARNER ROBINS



# OLD RIVER ROAD



© All EagleView Technology Corporation



## Address Points

Address Poir  
Parcels2020

Address  
Parcels  
Roads

237

Legend:

- B-2 (Blue)
- I-1 (Orange)

Effingham C

AR-1

AR-2

0 0.05 0.1 0.2 mi

*Item XIII. 14.*

Maxar | Esri, Inc., City of Naperville, Illinois | Effingham County BOC | <https://www.fws.gov/wellands/data/data-download.html> | ArcGIS Web AppBuilder



## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** **Dennis Morris** requests a **variance** from *section 3.4 Buffers*, to reduce the required buffer between industrial and various zoned parcels. Located on Old River Road, zoned **I-1 & AR-2**, proposed zoning **I-1. Map# 305 Parcel# 4A**

### Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request for a **variance** from *section 3.4 Buffers*, to reduce the required buffer between industrial and various zoned parcels.

### 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.*
- Warehouse Distribution Centers are a heavy industrial use. The proposed development in the attached rezoning exhibit (dated 8-/10/2022) is surrounded to the north, south, and west by residential lots in the AR-2 zoning district. To the east are parcels in the B-2 and I-1 zoning district.
- The scale of the proposed warehouse development (350,948 sf) does not trigger regional review.
- The required vegetative buffer between heavy industrial and AR zoning districts is 300'. The proposed buffer reduction is from 300' to 200' along the western boundary of the development site, and 150' along the north and south boundaries of the development site. Included in the southern boundary of the development site is the stormwater pond.
- The other parcels in the proposed development site were rezoned to I-1 in November 2021.
- The buffer requirements for heavy industrial development were discussed at those public hearings.
- A buffer variance would be best decided as part of the sketch plan review process, to ensure that any buffer reduction was approved for a specific planned use. I-1 industrial permits a wide variety of uses.
- At the September 19, 2022 Planning Board meeting, Ryan Thompson made a motion to **deny** the request for a **variance** from *section 3.4 Buffers*.
- The motion was seconded by Alan Zipperer, and carried unanimously.

### Alternatives

#### 1. Approve the request for a **variance** from *section 3.4 Buffers*.

- The reduced buffer is approved only for the warehouse development in the aforementioned rezoning exhibit (dated 8/10/2022). All other future uses of this site shall be subject to additional review, and reconsideration of the buffer variance.

#### 2. Deny the request for a **variance** from *section 3.4 Buffers*.

#### Recommended Alternative: 2

**Department Review:** Development Services

**Attachments:** 1. Zoning Map Amendment

#### Other Alternatives: 1

**FUNDING:** N/A

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

305-3, 4, 4A, 4B & 305A-46, 47

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

305-3, 4, 4A, 4B & 305A-46, 47

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, DENNIS MORRIS has filed an application for a variance, to reduce the required buffer between industrial and non-industrial zoned parcels, to allow for industrial development; map and parcel number 305-3,4,4A,4B & 305A-46,47, located in the 1<sup>st</sup> commissioner district, and

WHEREAS, a public hearing was held on October 4, 2022 and notice of said hearing having been published in the Effingham County Herald on September 14, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 31, 2022; and

IT IS HEREBY ORDAINED THAT a variance to reduce the required buffer between industrial and non-industrial zoned parcels, to allow for industrial development; map and parcel number 305-3,4,4A,4B & 305A-46,47, located in the 1<sup>st</sup> commissioner district is approved, with the following conditions:

1. The reduced buffer is approved only for the warehouse development in the aforementioned rezoning exhibit (dated 8/10/2022). All other future uses of this site shall be subject to additional review, and reconsideration of the buffer variance.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

## Staff Report

**Subject:** Rezoning (Second District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** **Fred Evans** requests to **rezone** 8 of 35.86 acres from **AR-1** to **I-1** to allow for a GDOT approved borrow source for a GDOT project. Located on Turkey Trail **Map# 452A Parcel# 10**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 8 of 35.86 acres from **AR-1** to **I-1** to allow for a GDOT approved borrow source for a GDOT project.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Pursuant to *Sec. 3.17.3.3*, excavation activity that involves movement of soil off-site must be located within the I-1 zoning district.
- The proposed GDOT approved borrow source site has frontage on the Effingham Parkway construction site. The applicant indicates that all dirt will be transported directly to the construction site. External roads are not expected to be used for more than 25% of the dirt from this borrow source.
- At the September 19, 2022 Planning Board meeting, Alan Zipperer made a motion to **approve** the request rezone 8 of 35.86 acres from **AR-1** to **I-1**, with the follow conditions:
  1. The rezoning allows a GDOT approved borrow source for a GDOT project. No other I-1 uses are allowed.
  2. The dirt shall be transported directly to the Effingham Parkway construction site.
  3. The site shall meet the requirements of **Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands**.
  4. The site shall meet the requirements of **Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements**, if there is an entrance on a county-maintained road.
  5. The business operator shall meet the requirements of **Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes**, if county-maintained roads are used to transport dirt.
  6. The applicant shall notify the Development Services Department at the time of final reclamation of the GDOT approved borrow source, and shall rezone the property to AR-1.
- The motion was seconded by Ryan Thompson, and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** 8 of 35.86 acres from **AR-1** to **I-1**, with conditions:
  1. This rezoning allows a GDOT approved borrow source for a GDOT project. No other I-1 uses are allowed.
  2. The dirt shall be transported directly to the Effingham Parkway construction site.
  3. The site shall meet the requirements of **Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands**.
  4. The site shall meet the requirements of **Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements**, if there is an entrance on a county-maintained road.
  5. The business operator shall meet the requirements of **Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes**, if county-maintained roads are used to transport dirt.
  6. The applicant shall notify the Development Services Department at the time of final reclamation of the GDOT approved borrow source, and shall rezone the property to AR-1.

2. **Deny** the request to **rezone** 8 of 35.86 acres from **AR-1** to **I-1**.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:**

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

**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

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

Applicant/Agent: FRED EWANSApplicant Email Address: FEOWNS7294@yahoo.comPhone # 912 713 4947Applicant Mailing Address: 1310 LAUISIA CircleCity: Poole State: GA Zip Code: 31322Property Owner, if different from above: SAME AS ABOVE*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): \_\_\_\_\_

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

Owner's Mailing Address: \_\_\_\_\_

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

Property Location: O Turkey Trail (Coldbrook <sup>Plantation</sup> Subdivision)Proposed Road Access: Keller RdPresent Zoning of Property: Residential/Agricultural Proposed Zoning: Industrial/CommercialTax Map-Parcel # 452A-1D Total Acres: 38 <sup>35.86</sup> Acres to be Rezoned: 8Lot Characteristics: woodland**WATER**☒ Private Well☐ Public Water SystemIf public, name of supplier: N/A**SEWER**☒ Private Septic System☐ Public Sewer SystemJustification for Rezoning Amendment: mining operation - requires I-1 zoning.

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

North AR-1 South CHATHAM East AR-1 West AR-1



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

woodlot

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. GDOT approved borrow source for a GDOT

~~XXXXXXXXXXXXXXXXXXXX~~ For use in Effingham Parkway  
Construction by Balfour Beatty

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

woodlot / Residential / Swamp - Wetlands

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?

NO change

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, Trucks moving dirt plan to use the  
Roadway that is under construction

Applicant Signature:

*Rebecca*

Date

26 July 22



**ATTACHMENT B - OWNERSHIP CERTIFICATION**

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

Sept 20 1989, on file in the office of the Clerk of the Superior Court of  
Effingham County, in Deed Book 272 page 446.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Sworn and subscribed before me this 26 day of July, 20 22.

Chelsie Fernald  
Notary Public, State of Georgia



DOC# 012381  
FILED IN OFFICE  
11/30/2020 02:48 PM  
BK:2641 PG:126-128  
JASON E. BRAGG  
CLERK OF SUPERIOR COURT  
EFFINGHAM COUNTY

FILED IN  
CLERK OF E  
COUNTY SUPERIOR  
COURT  
06/17/2020 12:00 AM  
ELIZABETH Z. HURSEY,  
CLERK  
EFFINGHAM COUNTY,  
GA

Item XIII. 16.

IN THE SUPERIOR COURT OF EFFINGHAM COUNTY  
STATE OF GEORGIA

THE BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA

Petitioner,

v.

0.760 ACRES OF LAND; CERTAIN ACCESS  
RIGHTS; FRED E. EVANS; and THU L. EVANS  
Respondent.

CIVIL ACTION NO. 2020CV73P

ORDER AND JUDGMENT

The petition in the above-stated case with declaration of taking attached, and the certificate of the Clerk showing the filing of such petition and declaration and deposit into court of the sum of money estimated as just compensation for the property taken, as authorized by O.C.G.A. § 32-3-1 et seq.,

**IT IS CONSIDERED, ORDERED, and ADJUDGED:**

(1) That the property described in the petition of the Petitioner and in the declaration of taking filed concurrently therewith, being shown to be within the bounds of the required right-of-way of Effingham County, is hereby condemned in fee simple to the use of the Board of Commissioners of Effingham County, together with such rights as described in such petition and declaration, under authority of said Code section; and

The Board of Commissioners of Effingham County and its successors are hereby vested with full, complete and unencumbered title to such property and/or rights for the purpose described in said petition and declaration; but nothing contained herein is to be construed as depriving the named Respondent, or any person, firm, association or company having an interest in, title to, or claim against said property of the right to appeal the estimated amount of just compensation to a jury in this court, or of the right to apply for the appointment of a special master to review and determine the correctness of the amount of estimated compensation, as so deposited, or the right



to petition the court to vacate and set aside said declaration and this judgment, but this shall be construed only as vesting title and right of possession in petitioner/condemnor, as contemplated by the aforesaid Code section;

(2) The Board of Commissioners of Effingham County having applied to me for immediate possession of said property, and it being provided in O.C.G.A. § 32-13-12 that "[t]he court shall have power to fix the time, the same to be not later than 60 days from the date of filing of the declaration of taking, as provided in O.C.G.A. § 32-3-6, within which and the terms upon which the parties in possession shall be required to surrender possession to the petitioner," let the parties in possession of such property, as well as the named condemnees, be served with a copy of said petition and declaration of taking, and this Order, and they are hereby directed to show cause before me at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, Effingham County Courthouse, Springfield, Georgia, why possession of said property should not be surrendered to the Board of Commissioners of Effingham County on a day certain, not later than 60 days from the date of said filing of the declaration of taking.

(3) That a copy of this petition and of said declaration be served upon the tax-collecting authorities of this County.

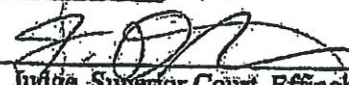
(4) It being the purpose of this Order, in this respect, to make certain so far as is possible that all parties having title to, or interest in, or claims against the described property be given notice of the pendency of this proceeding, it is further ordered that such additional service be made as may be called for by the allegations of the petition, together with the provisions of O.C.G.A. § 32-3-1 et seq. for such service; and, further that the Clerk of Superior Court shall cause a citation to be issued and published in the official newspaper of said County, entitled in this cause, describing the property condemned in this proceeding, reciting also the filing of the declaration of taking by condemnor, setting forth the names of the parties known or believed to be the owners, or having an interest in, or claims against said property and citing such parties, as well as all others claiming any title to or interest in said property, or in said funds on deposit with the Clerk, which amount shall be set out in such citation, to appear in this court and make known their claims; and let such



citation be published in such newspaper for two consecutive weeks, beginning with the week of \_\_\_\_\_, 2020.

Let this order be filed as a part of the record in this case.

SO ORDERED, this 1<sup>st</sup> day of June, 2020.

  
Judge, Superior Court, Effingham County  
State of Georgia

PREPARED BY:

George L. Lewis  
Georgia Bar No. 450377  
Katherine E. Lewis  
Georgia Bar No. 458305

LEWIS LAW  
P.O. Box 61509  
Savannah, Georgia 31420  
(912) 629-0671

**FILED IN OFFICE**  
**CLERK OF EFFINGHAM**  
**COUNTY SUPERIOR**  
**COURT**  
**06/15/2020 12:46 PM**  
**ELIZABETH Z. HURSEY**  
**CLERK**  
**EFFINGHAM COUNTY,**  
**GA**

**IN THE SUPERIOR COURT OF EFFINGHAM COUNTY**  
**STATE OF GEORGIA**

THE BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA

Petitioner,

v.

1.162 ACRES OF LAND; CERTAIN ACCESS  
RIGHTS; FRED E. EVANS; and THU L. EVANS  
Respondent.

CIVIL ACTION NO.: SU20CV80P

DOC# 012386  
FILED IN OFFICE  
11/30/2020 02:48 PM  
BK:2641 PG:141-143  
JASON E. BRAGG  
CLERK OF SUPERIOR COURT  
EFFINGHAM COUNTY

**ORDER AND JUDGMENT**

The petition in the above-stated case with declaration of taking attached, and the certificate of the Clerk showing the filing of such petition and declaration and deposit into court of the sum of money estimated as just compensation for the property taken, as authorized by O.C.G.A. § 32-3-1 et seq.,

**IT IS CONSIDERED, ORDERED, and ADJUDGED:**

(1) That the property described in the petition of the Petitioner and in the declaration of taking filed concurrently therewith, being shown to be within the bounds of the required right-of-way of Effingham County, is hereby condemned in fee simple to the use of the Board of Commissioners of Effingham County, together with such rights as described in such petition and declaration, under authority of said Code section; and

The Board of Commissioners of Effingham County and its successors are hereby vested with full, complete and unencumbered title to such property and/or rights for the purpose described in said petition and declaration; but nothing contained herein is to be construed as depriving the named Respondent, or any person, firm, association or company having an interest in, title to, or claim against said property of the right to appeal the estimated amount of just compensation to a jury in this court, or of the right to apply for the appointment of a special master to review and determine the correctness of the amount of estimated compensation, as so deposited, or the right

to petition the court to vacate and set aside said declaration and this judgment, but this shall be construed only as vesting title and right of possession in petitioner/condemnor, as contemplated by the aforesaid Code section;

(2) The Board of Commissioners of Effingham County having applied to me for immediate possession of said property, and it being provided in O.C.G.A. § 32-13-12 that "[t]he court shall have power to fix the time, the same to be not later than 60 days from the date of filing of the declaration of taking, as provided in O.C.G.A. § 32-3-6, within which and the terms upon which the parties in possession shall be required to surrender possession to the petitioner," let the parties in possession of such property, as well as the named condemnees, be served with a copy of said petition and declaration of taking, and this Order, and they are hereby directed to show cause before me at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, Effingham County Courthouse, Springfield, Georgia, why possession of said property should not be surrendered to the Board of Commissioners of Effingham County on a day certain, not later than 60 days from the date of said filing of the declaration of taking.

(3) That a copy of this petition and of said declaration be served upon the tax-collecting authorities of this County.

(4) It being the purpose of this Order, in this respect, to make certain so far as is possible that all parties having title to, or interest in, or claims against the described property be given notice of the pendency of this proceeding, it is further ordered that such additional service be made as may be called for by the allegations of the petition, together with the provisions of O.C.G.A. § 32-3-1 et seq. for such service; and, further that the Clerk of Superior Court shall cause a citation to be issued and published in the official newspaper of said County, entitled in this cause, describing the property condemned in this proceeding, reciting also the filing of the declaration of taking by condemnor, setting forth the names of the parties known or believed to be the owners, or having an interest in, or claims against said property and citing such parties, as well as all others claiming any title to or interest in said property, or in said funds on deposit with the Clerk, which amount shall be set out in such citation, to appear in this court and make known their claims; and let such



citation be published in such newspaper for two consecutive weeks, beginning with the week of \_\_\_\_\_, 2020.

Let this order be filed as a part of the record in this case.

SO ORDERED, this 16 day of June, 2020.

  
\_\_\_\_\_  
Judge, Superior Court, Effingham County  
State of Georgia

**PREPARED BY:**

George L. Lewis  
Georgia Bar No. 450377  
Katherine E. Lewis  
Georgia Bar No. 458305

LEWIS LAW  
P.O. Box 61509  
Savannah, Georgia 31420  
(912) 629-0671



446

GEORGIA, COUNTY OF EFFINGHAM  
Clerk's Office, Superior Court

Filed for Record at 12 o'clock noon

Sept. 20, 1989

Recorded in Deed Book 272 Folio 446

STATE OF GEORGIA )  
 )  
COUNTY OF EFFINGHAM )

WARRANTY DEED

THIS INDENTURE made and entered into this 3rd day of June, 1989, between DAVID S. CAPALLO, WILLIAM C. MEEHAN, and ROBERT A. WYNN, Grantors, and FRED E. EVANS and THU L. EVANS, of said State and County, Grantees;

WITNESSETH:

That the Grantors, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the Grantees, their heirs and assigns, the following described property, to wit:

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, known as Lot 9, said lot being particularly described with reference to a map or plat dated March 28, 1989, prepared by Lamar O. Reddick & Associates, Land Surveyors, for FRED EVANS and THU EVANS, and recorded in Plat Record Book 24, folio 138 in the office of the Clerk of Superior Court of Effingham County, Georgia, a copy of said map or plat being attached and marked as Exhibit "A". Said Lot 9 being described as follows: beginning at a marker located on the southeast corner of Lot 8 of the Coldbrook Plantation and proceeding thence South 34 degrees 27 minutes 09 seconds East a distance of 241.36 feet to a marker; thence South 38 degrees 04 minutes 50 seconds West a distance of 1,584.69 feet to a marker; thence South 38 degrees 06 minutes 17 seconds West a distance of 448.77 feet to a marker; thence North 52 degrees 25 minutes 29 seconds West a distance of 331.03 feet to a marker; thence North 42 degrees 07 minutes 57 seconds West a distance of 283.59 feet to a marker; thence North 21 degrees 30 minutes 50 seconds West a distance of 81.11 feet to a marker; thence North 00 degrees 53 minutes 42 seconds West a distance of 342.51 feet to a marker; thence

CANCELLATION

Item XIII. 16.

FILED FOR RECORD  
D.D. BK: 1003  
PAGE NO: 123

123

03 DEC 31 AM 10:20

ELIZABETH Z. HURSEY  
CLERK E.C.C.S.C.

SUNTRUST BANK

RETURN TO:

Name: Debbie Eaton  
Bank: SunTrust Consumer Lending Services  
Address: P.O. Box 305053  
Nashville, TN 37230-5053

**RELEASE OF DEED TO SECURE DEBT**

SUNTRUST BANK hereby declaring itself to be the true and lawful owner and holder of a promissory note made payable to SUNTRUST BANK which said note is secured by a Deed to Secure Debt, identified below and the obligation which it secures, has been paid and fully satisfied, and hereby consents to and directs that the Office of the Clerk of Superior Court is authorized and directed to cancel that deed of record as provided in SECTION 44-14-4 OF The Official Code of Georgia Annotated for other mortgage cancellations.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SunTrust Bank does hereby release said Deed to Secure Debt.

Grantor: FRED E EVANS AND THU L EVANS  
Date of Deed to Secure Debt: DEC 7TH 1993  
Original Principal Amount Secured by Deed to Secure Debt: \$ 18,446.00  
Place of Recording: EFFINGHAM County, GEORGIA  
Date of Recording: DEC 16 1993  
BOOK 347 PAGE 559  
Grantee: TRUST CO BANK OF GA



IN WITNESS WHEREOF, SunTrust Bank has caused this release to be executed this 23RD day of DEC 2003.

WITNESSES:

Debbie Eaton  
Debbie Eaton

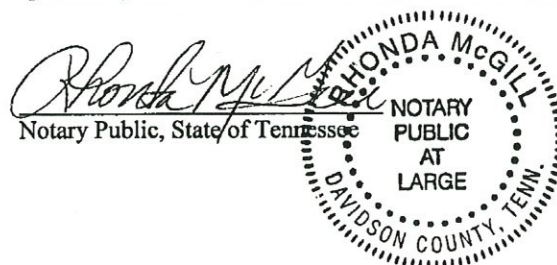
Angelica Munoz  
Angelica Munoz

SUNTRUST BANK  
(F/K/A TRUST CO BANK OF GA)  
By JOVETTA M. WOODARD  
As its VICE PRESIDENT

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me this 23RD day of DEC, 2003 by JOVETTA M. WOODARD, as it's VICE PRESIDENT of the above identified SunTrust Bank on behalf of and as the act and deed of SunTrust Bank and who is personally known to me and who did not take an oath.

Account Number: 315-00086070040002  
SAVANNAH



Revised 07/19/02

My Commission Expires NOV. 24, 2007



North 16 degrees 19 minutes 26 seconds West a distance of 82.47 feet to a marker; thence North 61 degrees 20 minutes 15 seconds East a distance of 1,856.11 feet to the point of beginning. Said Lot 9 containing more or less 30.13 acres. Said Lot 9 being bounded on the North by Lot 8 of the Coldbrook Planation, on the East by the Southern Natural Gas Right of Way, on the South by Lots 11 and 10 of the Coldbrook Plantation, and on the West by Turkey Trail Road. For a more complete description of said lot and its exact metes and bounds, reference is hereby made to the aforesaid recorded map or plan of said Subdivision and Phase, which map or plan, by this reference, is incorporated herein and made a part hereof.

AND

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, and in Chatham County, Georgia known as Lot 10, said lot being particularly described with reference to a map or plat dated March 28, 1989, prepared by Lamar O. Reddick & Associates, Land Surveyors, for FRED EVANS and THU EVANS, and recorded in Plat Record Book 24, folio 137 in the office of the Clerk of Superior Court of Effingham County, Georgia, a copy of said map or plat being attached and marked as Exhibit "A". Said Lot 10 being described as follows: beginning at a marker located on Turkey Trail Road and the Southern corner of Lot 9 of the Coldbrook Plantation and proceeding thence North 38 degrees 06 minutes 17 seconds East a distance of 448.77 feet to a marker; thence South 53 degrees 50 minutes 32 seconds East a distance of 805.98 feet to a marker; thence South 64 degrees 55 minutes 50 seconds West a distance of 62.85 feet to a marker; thence South 56 degrees 28 minutes 30 seconds West a distance of 198.50 feet to a marker; thence South 43 degrees 57 minutes 14 seconds West a distance of 227.07 feet to a marker; thence North 52 degrees 22 minutes 32 seconds West a distance of 691.48 feet to the point of beginning. Said Lot 10 containing more or less 7.65 acres. Said Lot 10 being bounded on the North by Lot 9 of the Coldbrook Planation, on the East by Lot 11 of the Coldbrook Plantation, on the South by Beaver Court Road and on the West by Turkey Trail Road. For a more complete description of said lot and its exact metes and bounds, reference is hereby made to the aforesaid recorded map or plan of said Subdivision and Phase, which map or plan, by this reference, is incorporated herein and made a part hereof.

Said Lot 10 being part of the property conveyed to David S. Capallo, William C. Meehan, Robert B.

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Quattlebaum, Lawrence Rathbun, and Robert A. Wynn by the Georgia Baptist Foundation, Inc. December 1, 1986 and recorded in Deed Book 241, folio 54 in the office of the Clerk of Superior Court of Effingham County, Georgia on January 15, 1987, and transferred by Lawrence Rathbun to the Grantors, said transference being recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia in Deed Book 254, Folio 264.

This conveyance is executed and delivered subject to all valid restrictive covenants, easements and rights-of-way of record, including, but not limited to those Restrictive Covenants published December 14, 1988 by the Coldbrook Partnership.

This conveyance is executed and delivered subject to that certain Timber Deed executed by the Grantors to Georgia-Pacific Corporation dated January 16, 1989 and recorded February 1, 1989 in the office of the Clerk of Superior Court of Effingham County, Georgia in Deed Book 263, folio 655.

TO HAVE AND TO HOLD the same, together with all rights, members, and appurtenances thereunto belonging or in anywise appertaining to the said Grantees, to their own proper use, benefit, and behoof, in as full, ample, and complete a manner as the same was possessed or enjoyed by the said Grantors.



IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.

David V. Capallo  
DAVID S. CAPALLO

William C. Meehan  
WILLIAM C. MEEHAN

Robert A. Winn  
ROBERT A. WINN

SIGNED, SEALED, AND DELIVERED  
in the presence of us, the  
day and year first above  
written.

Lynn A. Bennett  
WITNESS

Karen M. Tootle  
NOTARY PUBLIC, CHATHAM COUNTY  
GEORGIA

KAREN M. TOOTLE  
Notary Public, Chatham County, Ga.  
My Commission Expires July 15, 1990

Ettingham County, Georgia  
Real Estate Transfer Tax  
Paid \$ 90.70  
Date 9-20-89  
E. J. Hurley AKN

GEORGIA, COUNTY OF ETTFINGHAM  
Clerk's Office, Superior Court

Filed for Record at 12 o'clock P.  
SEPT 20, 1989  
Recorded in Deed Book.....Folio.....  
....., 19.....  
....., 19.....



## DEED TO SECURE DEBT

STATE OF GEORGIA

COUNTY OF EFFINGHAMTHIS INDENTURE, made this 3rd day of July, 19 89,  
between FRED EARL EVANS and THU L. EVANSof the State of GEORGIA and County of CHATHAM

Grantor, and

SEA ISLAND BANKof the State of GEORGIA and County of EFFINGHAM,  
Grantee,

WITNESSETH: That, *Whereas*, Grantor is justly indebted to Grantee in the sum of \_\_\_\_\_  
FIFTY-FIVE THOUSAND & NO/100----- Dollars (\$ 55,000.00 ),  
 in lawful money of the United States, and has agreed to pay the same, with interest thereon, according to the terms of a certain note  
 (the "Note") given by Grantor to Grantee, bearing even date herewith, with final payment being due on MAY 17, 1992

\_\_\_\_\_, the Note, by reference, being made a part hereof;

NOW, *Therefore*, in consideration of the premises and of the sum hereinabove set forth, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee the following property, to-wit:

SEE ATTACHED EXHIBIT "A"

## GEORGIA INTANGIBLE TAX PAID

\$165.00  
September 20 19 89  
Henry J. Wilkins MD  
 Henry J. Wilkins, Tax Comm.  
 EFFINGHAM COUNTY, GA.

TOGETHER with all buildings, structures and other improvements now or hereafter located on the property hereinbefore described, or any part and parcel thereof; and

TOGETHER with all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on said property or under or above the same or any part or parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; and

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under said property or any part thereof and used or useable in connection with any present or future operation of said property and now owned or hereafter acquired by Grantor, including, but without limiting the generality of the foregoing, all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; together with all additions thereto and replacements thereof (Grantor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Grantee to confirm the conveyance, transfer and assignment of any of the foregoing); and

TOGETHER with any and all rents which are now due or may hereafter become due by reason of the renting, leasing and bailment of property improvements thereon and Equipment; and



TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the premises, to the extent of all amounts which may be secured by this deed at the date of receipt of any such award or payment by Grantee and of the reasonable attorney's fees, costs and disbursements incurred by Grantee in connection with the collection of such award or payment.

TO HAVE AND TO HOLD the said premises hereby granted (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in FEE SIMPLE.

Grantor warrants that Grantor has good title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that the Premises are unencumbered except as may be herein expressly provided; and that Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

This instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia governing loan or security deeds and security agreements and is not a mortgage; and is made and intended to secure the payment of the indebtedness of Grantor to Grantee evidenced by the Note in accordance with the terms thereof, together with any and all other indebtedness now owing or which may hereafter be owing by Grantor to Grantee, however incurred, including advances by the Grantee or any transferee of the Grantee for the purposes of paying taxes or premiums on insurance on the Premises or to repair, maintain or improve the Premises (whether or not the Grantor is at that time the owner of the Premises) and all renewal or renewals and extension or extensions and modification or modifications and consolidation or consolidations of the Note or other indebtedness, either in whole or in part (all of which are collectively referred to herein as the "Secured Indebtedness").

AND GRANTOR FURTHER COVENANTS AND AGREES WITH GRANTEE as follows:

1. Grantor shall pay to Grantee the Secured Indebtedness with interest thereon as in the Note and this deed provided.

2. Grantor shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Grantee in the Premises or the obligations secured hereby; (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in Article 3 herein; (c) premiums on all collateral pledged life insurance policies, if any; (d) premiums for mortgage insurance, if this deed and the Note are so insured; and (e) ground rents or other lease rentals, if any, payable by Grantor. Grantor shall promptly deliver to Grantee receipts showing payment in full of all of the above items. Upon notification from Grantee, Grantor shall pay to Grantee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, on the installment-paying dates of the Note, until said Note is fully paid or until notification from Grantee to the contrary, an amount reasonably sufficient (as estimated by Grantee) to provide Grantee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Grantee will have sufficient funds on hand to pay same thirty (30) days before the date on which they become past due. In no event shall Grantee be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. Grantor shall furnish to Grantee, at least thirty (30) days before the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Grantee shall pay said charges to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such charges. Grantee may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall be immediately due and payable to Grantee and shall become part of the Secured Indebtedness and bear interest at the rate of interest provided in the Note from date of advancement. Grantee may apply credits held by it for the above charges, or any part thereof, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer of the Premises shall, without assignment thereof, inure to the benefit of the successor-owner of the Premises and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it. In the event of the passage, after the date of this instrument, of any law or ordinance of the United States, the State or any political subdivision thereof, wherein the Premises are situated, or any decision by a court of competent jurisdiction, creating or providing for any tax, assessment or charge against the Premises, this instrument or the Secured Indebtedness or any interest of the Grantee in the Premises or the obligations secured hereby, that is to be paid by Grantee, the Secured Indebtedness shall, at the option of Grantee, become immediately due and payable and, in the event payment thereof is not made forthwith, Grantee may take, or cause to be taken, such action or proceeding as may be taken hereunder in the case of any other default in the payment of the indebtedness.

3. (a) Grantor shall keep the Premises insured for the benefit of Grantee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke and such other hazards as Grantee may from time to time require, all in amounts approved by Grantee not exceeding 100% of full insurable value, and (unless waived by Grantee) rental or business interruption insurance against any abatement of rent resulting from fire or other casualty in an amount approved by Grantee; all insurance herein provided for shall be in form and companies approved by Grantee; and, regardless of the types or amounts of insurance required and approved by Grantee, Grantor shall assign and deliver to Grantee, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Grantee, without contribution by Grantee, pursuant to the New York Standard or other mortgagee clause satisfactory to Grantee. If Grantee, by reason of such insurance, receives any money for loss or damage, such amount may, at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantor for the repair or replacement of the Premises or any part thereof, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see to the proper application of any amount paid over to Grantor.

(b) Not less than 10 days prior to the expiration date of each policy of insurance required of Grantor pursuant to this Article, and of each policy of insurance held as additional collateral to secure Secured Indebtedness, Grantor shall deliver to Grantee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Grantee.

(c) In the event of a foreclosure of this deed, the purchaser of the Premises shall succeed to all the rights of Grantor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Grantee, with respect to all property conveyed and to be conveyed by this deed, pursuant to the provisions of this Article.

4. Grantor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. Grantor shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this deed, which may be affected by any proceeding of the character referred to in Article 7 herein. No part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter conveyed as security by or pursuant to this deed, shall be removed, demolished or materially altered without the prior written consent of Grantee. Grantor shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the property herein conveyed. Grantor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof. Grantee and any persons authorized by Grantee shall have the right to enter and inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

5. Grantor shall faithfully perform the covenants of Grantor as lessor under any present and future leases, affecting all or any portion of the Premises, and neither do nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them, or which may diminish or impair their value, or the rents provided for thereon, or the interest of Grantor or Grantee therein or thereunder. Grantor, without first obtaining the written consent of Grantee thereto, shall not (a) assign the rents, or any part thereof, from the Premises, (b) consent to the cancellation or surrender of any lease of the Premises, or any part thereof, now existing or hereafter to be made, (c) modify any such lease so as to shorten the unexpired term thereof, or so as to decrease the amount of the rent payable thereunder, or (d) collect rents from the Premises for more than one month in advance. Grantor shall procure and deliver to Grantee at the time of executing this deed, or at any time within thirty (30) days after notice and demand, estoppel letters or certificates from each lessee, tenant or occupant in possession of the Premises, as required by, and in form and substance satisfactory to, Grantee and deliver to Grantee a recorded assignment of all of the lessor's interest in said leases, in form and substance satisfactory to Grantee (in addition to the conveyance hereunder), and proof of due service of copy of said assignment on each lessee, either personally or by prepaid registered mail, return receipt requested.

6. Grantor shall execute and deliver (and pay the costs of preparation and recording thereof) to Grantee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, security deeds, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Grantee to all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this deed and extensions or modifications thereof. Grantor, upon request, made either personally or by mail, shall certify by a writing, duly acknowledged, to Grantee or to any proposed assignee of this deed, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within 6 days in case the request is made personally, or within 10 days after the mailing of such request in case the request is made by mail.

7. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Grantor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Grantee of any award or payment for such taking, alteration, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see to the application of any amount paid over to Grantor. If, prior to the receipt by Grantee of such award or payment, the Premises shall have been sold on foreclosure of this deed, Grantee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this deed shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Grantee in connection with the collection of such award or payment.

8. Grantor shall deliver to Grantee, at any time within 30 days after notice and demand by Grantee but not more frequently than once in every 12 months period, (i) a statement in such reasonable detail as Grantee may request, certified by the Grantor or an executive officer of a corporate Grantor, of the leases relating to the Premises, and (ii) a statement in such reasonable detail as Grantee may request certified by a certified public accountant or, at the option of Grantee, by the Grantor or an executive officer or treasurer of a corporate Grantor, of the income from and expenses of any one or more of the following: (a) the conduct of any business on the Premises, (b) the operation of the Premises, or (c) the leasing of the Premises or any part thereof, for the last 12 months calendar period prior to the giving of such notice, and, on demand, Grantor shall furnish to Grantee executed counterparts of any such leases and convenient facilities for the audit and verification of any such statement.



9. Upon the occurrence of any one of the following events (herein called an "event of default"):
- (i) should Grantor fail to pay the Secured Indebtedness, or any part thereof, when and as the same shall become due and payable;
  - (ii) should any warranty of Grantor herein contained, or contained in any instrument, transfer, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect;
  - (iii) should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the Premises be diminished except as provided for in Article 7 herein;
  - (iv) should any federal tax lien or claim of lien for labor or material be filed of record against Grantor or the Premises and not be removed by payment or bond within 30 days from date of recording;
  - (v) should any claim of priority to this deed by title, lien or otherwise be asserted in any legal or equitable proceeding;
  - (vi) should Grantor, if a corporation, be liquidated or dissolved or its charter expire or be revoked, or, if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire;
  - (vii) should the Grantor make an assignment for the benefit of creditors, file or have filed against Grantor a petition for relief under any chapter of the Bankruptcy Code, or should any custodian, receiver, or trustee be appointed for it or any part of its assets, or any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, be commenced by or against Grantor;
  - (viii) should Grantor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this deed, or in the Note, or in any of the following instruments given with respect to the Secured Indebtedness: loan commitment of Grantee, construction loan agreement between Grantor and Grantee, or assignment of leases by Grantor; or
  - (ix) should any event occur under any instrument, deed or agreement, given or made by Grantor to or with any third party, which would authorize the acceleration of any debt to any such third party;
- then and thereupon Grantee may do any one or more of the following:
- (i) enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor, employ a managing agent of the Premises and let the same, either in its own name, or in the name of Grantor, and receive the rents, incomes, issues and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness, and Grantor will transfer and assign to Grantee, in form satisfactory to Grantee, Grantor's lessor interest in any lease now or hereafter affecting the whole or any part of the Premises;
  - (ii) pay any sums in any form or manner deemed expedient by Grantee to protect the security of this instrument or to cure any event of default other than payment of interest or principal on Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Grantee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate of interest provided in the Note, shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Grantee; and Grantee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Grantee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument;
  - (iii) declare the entire Secured Indebtedness immediately due, payable and collectible, regardless of maturity, and, in that event, the entire Secured Indebtedness shall become immediately due, payable and collectible; and thereupon, Grantee may sell and dispose of the Premises at public auction, at the usual place for conducting sales at the courthouse in the county where the Premises or any part thereof may be, to the highest bidder for cash, first advertising the time, terms and place of such sale by publishing a notice thereof once a week for four consecutive weeks in a newspaper in which sheriff's advertisements are published in said county and giving such other notice as is required by law; and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Premises in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale, herein granted, depends, and said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Grantee, its agents, representatives, successors or assigns, may bid and purchase at such sale; and Grantor hereby constitutes and appoints Grantee or its assigns agent and attorney in fact to make such recitals, sale and conveyance, and all of the acts of such attorney in fact are hereby ratified, and Grantor agrees that such recitals shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee, or its assigns, (and in the event of a deed in lieu of foreclosure, then as to such conveyance) shall be effectual to bar all right, title and interest, equity of redemption, including all statutory redemption, homestead, dower, curtesy and all other exemptions of Grantor, or its successors in interest, in and to said Premises; and Grantee, or its assigns, shall collect the proceeds of such sale, reserving therefrom all unpaid Secured Indebtedness with interest then due thereon, and all amounts advanced by Grantee for taxes, assessments, fire insurance premiums and other charges, with interest at the rate of interest provided in the Note thereon from date of payment, together with all costs and charges for advertising, and commissions for selling the Premises, and 10% of the aggregate amount due, as attorney's fees, and pay over any surplus to Grantor (in the event of deficiency Grantor shall immediately on demand from Grantee pay over to Grantee, or its nominee, such deficiency); and Grantor agrees that possession of the Premises during the existence of the Secured Indebtedness by Grantor, or any person claiming under Grantor, shall be that of tenant under Grantor, or its assigns, and, in case of a sale, as herein provided, Grantor or any person in possession under Grantor, shall be that of tenant under Grantee, or its assigns, and, in case of a sale, as herein provided, Grantor or any person in possession under Grantor shall then become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over; the power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Grantee may have at law or in equity.
- Grantee, in any action to foreclose this deed, or upon any event of default, shall be at liberty to apply for the appointment of a receiver of the rents and profits of the Premises or both without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due the Grantee, or the solvency of any person or corporation liable for the payment of such amounts.
- In case of any sale under this deed by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Premises or any part thereof may be sold in one parcel and as entirety, or in such parcels, manner or order as Grantee in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness paid in full.
10. The Grantor hereby waives and renounces all homestead and exemption rights provided for by the Constitution and Laws of the United States or the State of Georgia, in and to the Premises as against the collection of the Secured Indebtedness, or any part thereof; and Grantor agrees that where, by the terms of the conveyance or the Note secured hereby, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.
11. If all or any part of the Premises is sold, conveyed or otherwise transferred without obtaining the prior written consent of Grantee, Grantee may declare the entire Secured Indebtedness immediately due and payable except as prohibited by law. Grantee may, in its sole discretion, consent to such sale or transfer. Should Grantor consent to such sale or transfer it will be deemed to have waived its right to accelerate the Secured Indebtedness only if prior to such sale or transfer (a) Grantee determines that the credit of any purchaser or transferee is satisfactory; (b) the purchaser or transferee agrees to pay interest on the amount owed to Grantee under the Note and under this Deed to Secure Debt at whatever rate Grantee requires; (c) the purchaser or transferee executes an assumption agreement that is acceptable to Grantee and that obligates the purchaser or transferee to keep all of the promises and agreements made in the Note and in this Deed to Secure Debt whether according to their original terms or as amended pursuant to the assumption agreement; and (d) the purchaser or transferee pays the transfer fee required by Grantee. The foregoing provisions will apply to each and every sale and transfer whether or not the Grantee has consented to any previous sale or transfer.
12. Grantee shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this deed, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Grantee thereafter to enforce any appropriate remedy against the Grantor, including an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.
13. The rights of Grantee, granted and arising under the clauses and covenants contained in this deed and the Note, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Grantee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under security deeds, and preservation of security as provided at law. No act of Grantee shall be construed as an election to proceed under any one provision herein or under the Note to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.
14. Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope (a) addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Grantee or (b) addressed to the street address of the Premises hereby conveyed.
15. Any indulgence or departure at any time by the Grantee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by the Grantor.
16. The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed, the term "Grantor" shall mean all parties signing, and each of them, and each agreement, obligation and Secured Indebtedness of the Grantor shall be and mean the several as well as joint undertaking of each of them.
- IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered in the presence of:

*Charles P. Daly*  
*W. A. Dowell*  
 Notary Public  
 W. A. DOWELL  
 Notary Public, Chatham County, Ga.  
 My Commission Expires Aug. 24, 1991.

*Fred Earl Evans*  
 FRED EARL EVANS  
*Thru L. Evans*  
 THRU L. EVANS

(SEAL) (SEAL) (SEAL)



All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, known as Lot 9, said lot being particularly described with reference to a map or plat dated March 28, 1989, prepared by Lamar O. Reddick & Associates, Land Surveyors, for FRED EVANS and THU EVANS, and recorded in Plat Record Book 24, folio 138 in the office of the Clerk of Superior Court of Effingham County, Georgia, a copy of said map or plat being attached and marked as Exhibit "A". Said Lot 9 being described as follows: beginning at a marker located on the southeast corner of Lot 8 of the Coldbrook Plantation and proceeding thence South 34 degrees 27 minutes 09 seconds East a distance of 241.36 feet to a marker; thence South 38 degrees 04 minutes 50 seconds West a distance of 1,584.69 feet to a marker; thence South 38 degrees 06 minutes 17 seconds West a distance of 448.77 feet to a marker; thence North 52 degrees 25 minutes 29 seconds West a distance of 331.03 feet to a marker; thence North 42 degrees 07 minutes 57 seconds West a distance of 283.59 feet to a marker; thence North 21 degrees 30 minutes 50 seconds West a distance of 81.11 feet to a marker; thence North 00 degrees 53 minutes 42 seconds West a distance of 342.51 feet to a marker; thence North 16 degrees 19 minutes 26 seconds West a distance of 82.47 feet to a marker; thence North 61 degrees 20 minutes 15 seconds East a distance of 1,856.11 feet to the point of beginning. Said Lot 9 containing more or less 30.13 acres. Said Lot 9 being bounded on the North by Lot 8 of the Coldbrook Planation, on the East by the Southern Natural Gas Right of Way, on the South by Lots 11 and 10 of the Coldbrook Plantation, and on the West by Turkey Trail Road. For a more complete description of said lot and its exact metes and bounds, reference is hereby made to the aforesaid recorded map or plan of said Subdivision and Phase, which map or plan, by this reference, is incorporated herein and made a part hereof.

AND

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, and in Chatham County, Georgia known as Lot 10, said lot being particularly described with reference to a map or plat dated March 28, 1989, prepared by Lamar O. Reddick & Associates, Land Surveyors, for FRED EVANS and THU EVANS, and recorded in Plat Record Book 24, folio 137 in the office of the Clerk of Superior Court of Effingham County, Georgia, a copy of said map or plat being attached and marked as Exhibit "A". Said Lot 10 being described as follows: beginning at a marker located on Turkey Trail Road and the Southern corner of Lot 9 of the Coldbrook Plantation and proceeding thence North 38 degrees 06 minutes 17 seconds East a distance of 448.77 feet to a marker; thence South 53 degrees 50 minutes 32 seconds East a distance of 805.98 feet to a marker; thence South 64 degrees 55 minutes 50 seconds West a distance of 62.85 feet to a marker; thence South 56 degrees 28 minutes 30 seconds West a distance of 198.50 feet to a marker; thence South 43 degrees 57 minutes 14

seconds West a distance of 227.07 feet to a marker; thence North 52 degrees 22 minutes 32 seconds West a distance of 691.48 feet to the point of beginning. Said Lot 10 containing more or less 7.65 acres. Said Lot 10 being bounded on the North by Lot 9 of the Coldbrook Planation, on the East by Lot 11 of the Coldbrook Plantation, on the South by Bever Court Road and on the West by Thrkey Trail Road. For a more complete description of said lot and its exact metes and bounds, reference is hereby made to the aforesaid recorded map or plan of said Subdivision and Phase, which map or plan, by this reference, is incorporated herein and made a part hereof.

Said Lot 10 being part of the property conveyed to David S. Capallo, William C. Meehan, Robert B. Quattlebaum, Lawrence Rathbun, and Robert A. Wynn by the Georgia Baptist Foundation, Inc. December 1, 1986 and recorded in Deed Book 241, folio 54 in the office of the Clerk of Superior Court of Effingham County, Georgia on January 15, 1987, and transferred by Lawrence Rathbun to the Grantors, said transference being recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia in Deed Book 254, Folio 264.

This conveyance is executed and delivered subject to all valid restrictive covenants, easements and rights-of-way of record, including, but not limited to those Restrictive Covenants published December 14, 1988 by the Coldbrook Partnership.

This conveyance is executed and delivered subject to that certain Timber Deed executed by the Grantors to Georgia-Pacific Corporation dated January 16, 1989 and recorded February 1, 1989 in the office of the Clerk of Superior Court of Effingham County, Georgia in Deed Book 263, folio 655.

RECORDED 9-21 1989  
*Elizabeth Z. Hursey*  
Clerk Superior Court



**Coastal Health District**

Lawton C. Davis, M.D., District Health Director

802 Highway 119 South, Post Office Box 350  
Springfield, Georgia 31329  
Phone: 912-754-6850 | Fax: 912-754-0078

September 16, 2022

Effingham County Zoning Board  
Springfield, GA 31329

Re: Rezoning Amendment  
Fred Evans  
Turkey Trail Rincon, GA 31326  
Pin: 452A-10  
Total Acres: 35.86 Acres to be rezoned: 8.0

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-2 to I-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.



This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,



Darrell M. O'Neal, MPA  
Environmental Health County Manager  
Effingham County Health Department



1000 ft

8 ACRES

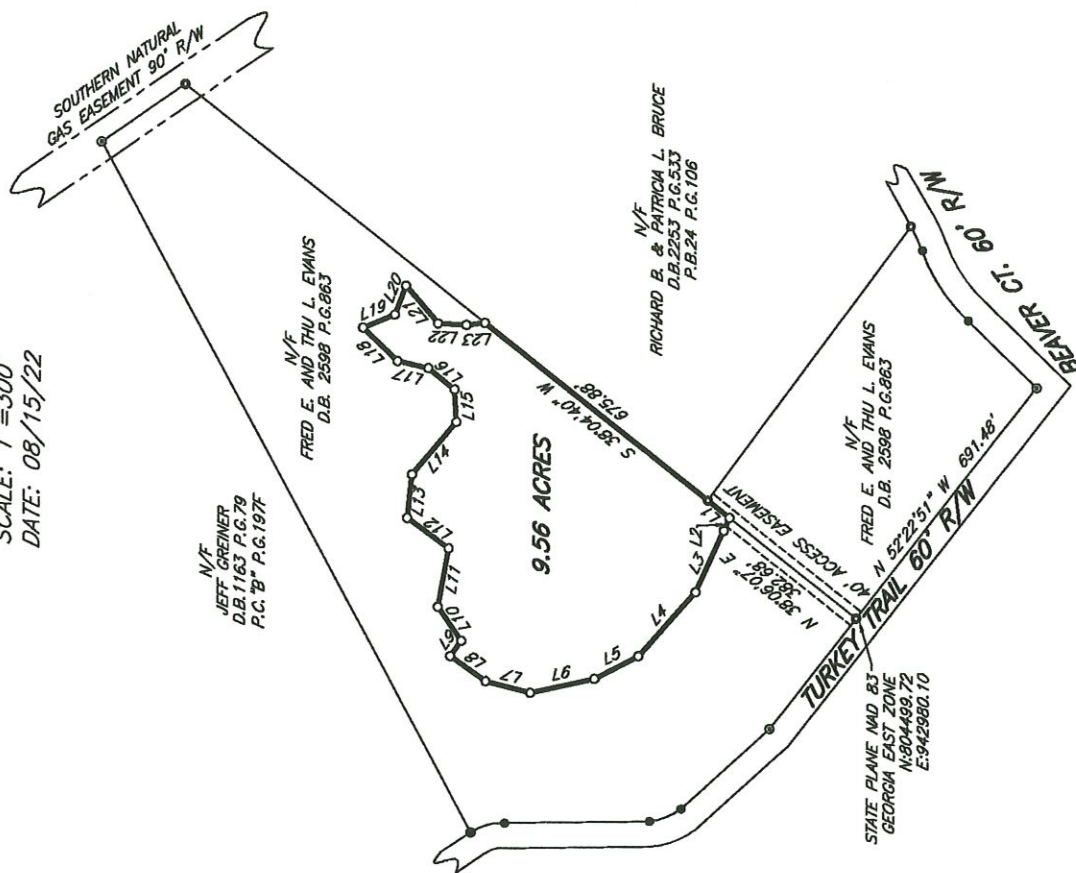
2 ACRES

10 ACRES



1" = 300' SCALE

SURVEY FOR:  
**FRED EVANS &  
BALFOUR BEATTY INC.**  
LOCATED IN THE 9TH GEORGIA MILITIA DISTRICT  
EFFINGHAM COUNTY, GEORGIA  
SCALE: 1"=300'  
DATE: 08/15/22



LEGEND

●	REBAR FOUND
○	PIPE FOUND
✱	3/4" REBAR SET
✱	5/8" REBAR SET
■	CONCRETE MONUMENT FOUND
▲	ANGLE IRON FOUND
△	FENCE CORNER/TURN
○	NO CORNER SET
---	BOUNDARY LINES
-*-*	FENCE ON OR NEAR LINE
N/F	NOW OR FORMALLY
DB	DEED BOOK
PB	PLAT BOOK
PG	PAGE

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY TYPE OF SURVEY OR PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT CONSTITUTE AN ENDORSEMENT OR GUARANTEE OF THE ACCURACY OR COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS ON UTILITY SURVEYOR CERTIFICATES THAT THIS PLAT COMPLETES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF SURVEYING AND MAPPING ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 13-9-81.



GA. RLS 3308

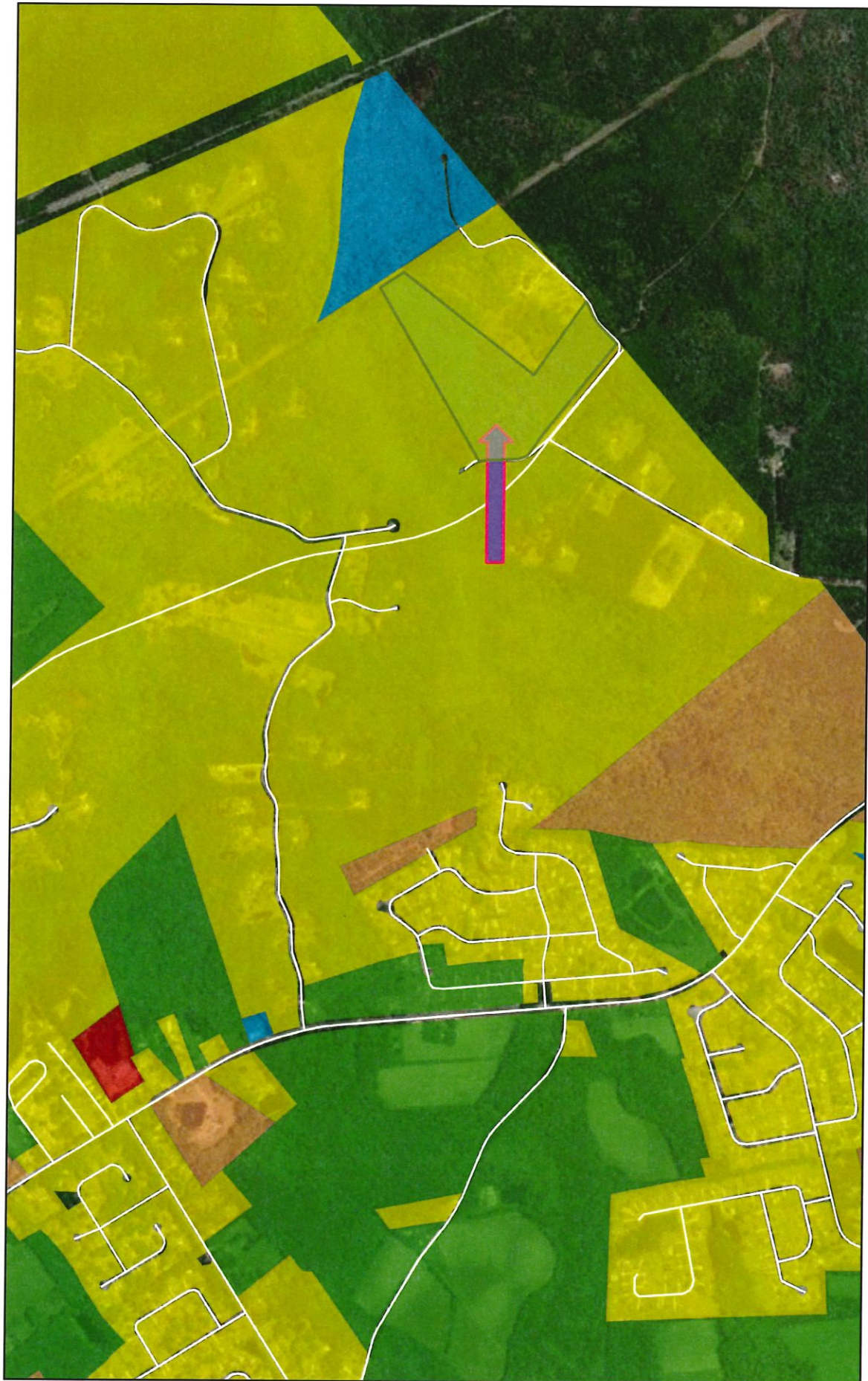
LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 38°06'07" W	68.09'
L2	N 65°41'16" W	33.36'
L3	N 65°41'16" W	180.16'
L4	N 49°26'48" W	203.25'
L5	N 27°37'07" W	118.45'
L6	N 12°25'57" W	153.30'
L7	N 14°11'04" E	109.64'
L8	N 34°48'37" E	102.89'
L9	S 53°59'29" E	44.73'
L10	N 54°33'19" E	98.26'
L11	S 79°57'27" E	140.49'
L12	N 35°42'21" E	129.13'
L13	S 84°13'59" E	103.60'
L14	S 48°40'06" E	163.06'
L15	N 86°19'27" E	76.92'
L16	N 38°07'38" E	80.80'
L17	N 12°37'40" E	75.24'
L18	N 43°27'40" E	113.98'
L19	S 22°26'36" E	81.91'
L20	S 69°24'24" E	73.21'
L21	S 48°55'36" W	117.85'
L22	S 02°46'19" W	68.02'
L23	S 06°49'47" E	43.93'

ERROR OF CLOSURE: GREATER THAN 1" PER 10,000'  
ANGULAR ERROR: LESS THAN 00'00"10" PER ANGLE  
ADJUSTED CLOSURE: 1" = 100,000'  
COMPASS RULE ADJUSTMENT  
FIELD SURVEYOR: JENNIFER MERRITT  
2 DATA COLLECTOR: JENNIFER MERRITT  
PLAT BY: JENNIFER MERRITT  
CADD FILE: S:\FREEDMAN\BROWNPLOT

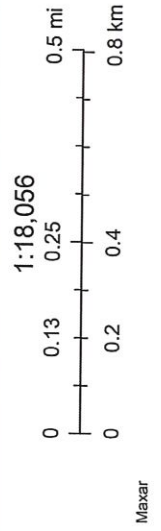


# TURKEY TRAIL



8/15/2022, 11:09:15 AM

- Parcel ID \_Query result Future Land Use - Plan Date 10/1/2019
- Agriculture
- Commercial
- Public/Institutional
- Residential
- Transportation/Utilities



Item XIII. 16.



[illegible]



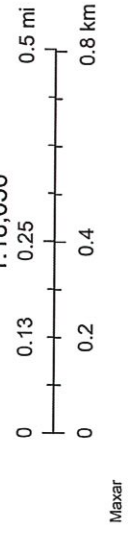
# TURKEY TRAIL



8/15/2022, 11:12:43 AM

- Parcel ID \_Query result Effingham County Zoning
- Roads
- AR-1
- AR-2
- R-1
- R-4
- B-3
- B-2
- Other


1:18,056



Item XIII. 16.



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 **Fred Evans – (Map # 452A Parcels# 10)** from **AR-1** to **I-1** zoning.

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

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

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

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

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

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

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

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

9.5

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ☒

DISAPPROVAL           

Of the rezoning request by applicant **Fred Evans – (Map # 452A Parcels# 10)** from **AR-1** to **I-1** zoning.

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

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

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

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

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

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

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

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

*Below Bell  
Needs to  
Cahune  
regarding roads during construction.*



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 **Fred Evans – (Map # 452A Parcels# 10)** from **AR-1** to **I-1** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
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- Yes No ? 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 **Fred Evans – (Map # 452A Parcels# 10)** from **AR-1** to **I-1** zoning.

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

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

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

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

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

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

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

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

BKS. 9/19/22

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL PEH

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Fred Evans – (Map # 452A Parcels# 10)** from **AR-1** to **I-1** zoning.

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

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

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

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

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

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

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

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

PEH



## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** **Fred Evans** requests to **rezone** 8 of 35.86 acres from **AR-1** to **I-1** to allow for a GDOT approved borrow source for a GDOT project. Located on Turkey Trail **Map# 452A Parcel# 10**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 8 of 35.86 acres from **AR-1** to **I-1** to allow for a GDOT approved borrow source for a GDOT project.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Pursuant to Sec. 3.17.3.3, excavation activity that involves movement of soil off-site must be located within the I-1 zoning district.
- The proposed GDOT approved borrow source site has frontage on the Effingham Parkway construction site. The applicant indicates that all dirt will be transported directly to the construction site. External roads are not expected to be used for more than 25% of the dirt from this borrow source.
- At the September 19, 2022 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to **rezone** 8 of 35.86 acres from **AR-1** to **I-1**, with the follow conditions:
  1. The rezoning allows a GDOT approved borrow source for a GDOT project. No other I-1 uses are allowed.
  2. The dirt shall be transported directly to the Effingham Parkway construction site.
  3. The site shall meet the requirements of **Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands.**
  4. The site shall meet the requirements of **Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements**, if there is an entrance on a county-maintained road.
  5. The business operator shall meet the requirements of **Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes**, if county-maintained roads are used to transport dirt.
  6. The applicant shall notify the Development Services Department at the time of final reclamation of the GDOT approved borrow source, and shall rezone the property to AR-1.
- The motion was seconded by Ryan Thompson, and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** 8 of 35.86 acres from **AR-1** to **I-1**, with conditions:
  1. This rezoning allows a GDOT approved borrow source for a GDOT project. No other I-1 use are allowed.
  2. The dirt shall be transported directly to the Effingham Parkway construction site.
  3. The site shall meet the requirements of **Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands.**
  4. The site shall meet the requirements of **Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements**, if there is an entrance on a county-maintained road.
  5. The business operator shall meet the requirements of **Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes**, if county-maintained roads are used to transport dirt.
  6. The applicant shall notify the Development Services Department at the time of final reclamation of the GDOT approved borrow source, and shall rezone the property to AR-1.

2. **Deny** the request to **rezone** 8 of 35.86 acres from **AR-1** to **I-1**.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

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

452A-10

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

452A-10

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 FRED EVANS has filed an application to rezone eight (8) +/- acres; from AR-1 to I-1 to allow for a surface mine; map and parcel number 452A-10, located in the 2<sup>nd</sup> commissioner district, and

WHEREAS, a public hearing was held on October 4, 2022 and notice of said hearing having been published in the Effingham County Herald on September 14, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 31, 2022; and

IT IS HEREBY ORDAINED THAT eight (8) +/- acres; map and parcel number 452A-10, located in the 2<sup>nd</sup> commissioner district is rezoned from AR-1 to I-1, with the following conditions:

1. The rezoning allows a GDOT approved borrow source for a GDOT project. No other I-1 uses are allowed.
2. The dirt shall be transported directly to the Effingham Parkway construction site.
3. The site shall meet the requirements of **Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands.**
4. The site shall meet the requirements of **Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements**, if there is an entrance on a county-maintained road.
5. The business operator shall meet the requirements of **Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes**, if county-maintained roads are used to transport dirt.
6. The applicant shall notify the Development Services Department at the time of final reclamation of the GDOT approved borrow source, and shall rezone the property to AR-1.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

## Staff Report

**Subject:** Sketch Plan (Fifth District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** October 4, 2022  
**Item Description:** **Gregg Howze** requests approval of a **sketch plan** for “Parcel 465-3TPO Clearing and Grading”. Located on Highway 21 South. Zoned B-3. **Map# 465 Parcel# 3TPO**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for “Parcel 465-TPO Clearing and Grading”.

### Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 – Sketch Plan. *The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.*
- The parcel is in the B-3 zoning district. There are no development plans at this time. The sketch plan is submitted in order to apply for a land disturbing activity (LDA) permit, so the property can be cleared for marketing.
- To ensure that the land is graded with consideration for existing access points and site-specific drainage patterns, as well as nearby residential and commercial development, staff requested a sketch plan.
- At the July 11, 2022 pre-application meeting, staff provided feedback on the requirements for a sketch plan when no particular development is planned. The applicant made revisions as requested.
  - Access to the site from Hwy 21 will be aligned with the traffic signal at McCall Road. Access to county ROW will be facilitated through the existing stub-out extending from Goshen Commercial Drive.
  - The onsite stormwater bypass ditch will outfall to Hwy 21.
  - The limits of clearing and grading are shown on the sketch plan; all drainage features are labelled
- Staff will follow-up with a Notice to Proceed summarizing requirements and recommendations.
- At the September 19, 2022 Planning Board meeting, Peter Higgins made a motion to **approve a sketch plan** for “Parcel 465-3TPO Clearing and Grading”.
- The motion was seconded by Alan Zipperer, and carried unanimously.

### Alternatives

1. **Approve** the **sketch plan** for “Parcel 465-3TPO Clearing and Grading”.
2. **Deny** the **sketch plan** for “Parcel 465-3TPO Clearing and Grading”.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

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



**EFFINGHAM COUNTY**  
**SKETCH PLAN SUMITTAL FORM**

Item XIII. 18.

**OFFICIAL USE ONLY**

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

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

Proposed Name of Subdivision Parcel 465-3TPO Clearing & Grading

Name of Applicant/Agent Gregg Howze Phone 912-663-8588

Company Name H and H Real Estate Investments, Inc.

Address 130 San Marco Drive, Tybee Island, GA 31328

Owner of Record H and H Real Estate Investments, Inc. Phone \_\_\_\_\_

Address Same as applicant

Engineer EMC Engineering Services, Inc. Phone 912-644-3207

Address 27 Chatham Center South, Suite A Savannah GA 31405

Surveyor \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Proposed water Effingham County Proposed sewer Effingham County

Total acreage of property 29.91 Acreage to be divided n/a Number of Lots Proposed 1

Current Zoning B-3 Proposed Zoning B-3 Tax map -- Block -- Parcel No 04650003TPO

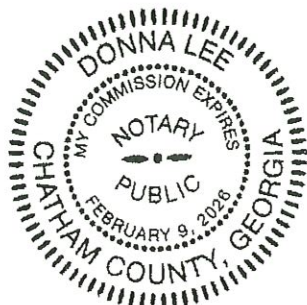
Are any variances requested? No If so, please describe: \_\_\_\_\_

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

This 29 day of JUNE, 2022

Donna Lee  
Notary

[Signature]  
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.

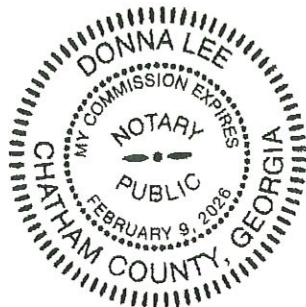
Office Use	Applicant Use
<b>(a) Project Information:</b>	
✓	1. Proposed name of development.
✓	2. Names, addresses and telephone numbers of owner and applicant.
✓	3. Name, address and telephone number of person or firm who prepared the plans.
✓	4. Graphic scale (approximately 1"=100') and north arrow.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

This 29 day of JUNE, 2022

Applicant

Donna Lee  
Notary

Owner







**EOM Operations**  
Your solution to a better tomorrow

September 12<sup>th</sup> 2022  
CC: Liberto Chacon, P.E.  
Eric Larson, P.E.  
Teresa Concannon, AICP  
Chelsie Fernald

Travis Bazemore  
EMC Engineering Services  
27 Chatham Center South, Suite A  
Savannah, GA 31405

Dear Mr. Bazemore,

I am pleased to provide you with a recommendation for Approval of the revised sketch plan submitted under the title of Parcel No. 465-3TPO Clearing & Grading.

#### Site Plan Review

Submittal Documents      Sketch Plan (Clearing & Grading).....Aug. 2022

We have reviewed the submittal for the referenced project. The plans were reviewed for general conformance with the requirements of Effingham County. This review of the submitted site plans does not relieve the Owner, Designer and Contractor, or their representatives, from their individual or collective responsibility to comply with the applicable provisions of the County, State and Federal Laws and Engineering Standards, and all Development Codes that apply to Effingham County. This review is not to be construed as a check of every item in the plans or construction. Failure of this office to note any conflict with said requirements does not relieve the developer from compliance.

To the best of our knowledge, information and belief, it is our opinion that the sketch plan is in general conformance with Effingham County's applicable design standards, codes and ordinances. We hereby recommend Approval of the proposed sketch plan.

Please contact me if you have any questions. I can be reached via email or phone at [tshoemaker@eomworx.com](mailto:tshoemaker@eomworx.com) or 912-445-0050 ext. 2400.

Sincerely,

*Trevor Shoemaker*  
**Trevor Shoemaker**  
Project Manager  
EOM





27 Chatham Center South Dr.  
Suite A  
Savannah, GA 31405  
Phone: (912) 232-6533  
Fax: (912) 233-4580  
www.emc-eng.com



August 25, 2022

Mr. Eric Larson, PE  
County Engineer  
Effingham County, GA

RE: Parcel No. 465-3TPO Clearing & Grading Sketch Plan  
EMC Project # 22-0014

Dear Mr. Larson:

We received plan review comments from EOM Operations (Trevor Shoemaker) dated August 18, 2022 and the following responses are how they have been addressed:

1. *Access to the future development from the County ROW shall be facilitated through the existing stub-out extending from Goshen Commercial Dr. The access to site from the State ROW will need to be aligned with McCall Road. The proposed stormwater pond and site grading will need to be revised to provide adequate space for future access from these locations.*

Plan has been revised to provide space for future access on to SR 21 and Goshen Commercial Drive.

2. *Some grade lines should be shown for the proposed on-site stormwater ditch. Connectivity to the intended receiving stormwater system needs to be included.*

The on-site stormwater ditch is a bypass ditch for flows coming on to the project site. It will flow and outfall into SR 21 ROW. The centerline of the ditch has flow arrows on it which delineate the direction of the flow.

3. *Please identify what extents of the site are intended to be cleared and graded during the proposed LDA. As shown, only the pond and onsite drainage ditch is shown to have improvements.*

a. *Please show the proposed grading for the full extent of the site, such that it is clear how stormwater will be routed through the site. Given that the majority of the developable area is currently wetland, it is likely that this area will be graded as well.*

b. *Provide any information that will bring clarity to how the proposed grading plan intends to manage off-site stormwater runoff..*

The sketch plan submitted is showing the proposed woodline, which will be the limits of clearing, but was not labeled. The plan has been revised to show this being labeled. Flow arrows and labels have also been added to the plans showing how off-site and on-site runoff drains into the pond. The proposed stormwater ditch has been labeled as a bypass ditch.

4. *Label specific stormwater management features such as:*

a. *Berm/Ditch that defines the pond shape*

Pond Berm has been labeled on revised sketch plan as requested.



*b. Weir-Outfall location for the pond.*

Pond Outfall has been labeled on revised sketch plan as requested.

*c. The outlet of the proposed onsite drainage ditch*

Proposed drainage ditch outfalls into the GDOT ROW

*d. The stormwater inlets from off-site and on-site to stormwater management features.*

Proposed stormwater pipes are already labeled on the plans. There are no proposed inlets.

*5. Ponds must be a minimum of 50 ft from property lines.*

This is not applicable for this project.

*6. Is the "Approximate Location of Project Access" the access point for the clearing and grading process only, or is this intended to be a development site access point as well.*

Yes this access will be temporary to complete the current proposed project, which is to clear and rough grade the site only. Another sketch plan will be required for any future development and will show any proposed access points.

*7. Is that a culvert being proposed at the "Approximate Location of Project Access". Please provide additional information.*

Yes there will be a storm pipe needed for this access point to be able to cross over the bypass ditch. Pipe has been labeled on the plans.

*8. A proposed drainage easement should be indicated on the sketch plan for the stormwater ditch being installed to facilitate stormwater from the pond on the adjacent site to the public row. See the Effingham County Stormwater Management Local Design Manual for dimensions*

Drainage easements have been shown and labeled on the plan for the stormwater pond and bypass ditch.

*9. Is this site intended to be subdivided at any point in the development process?*

At this time we have no idea what the property owner intends to do with the property other than clear and rough grade it and get it ready to market to sell for potential development in the future. It is possible that it could be subdivided in the future.

Sincerely,



Travis Bazemore  
Senior Design Engineer











This is an aerial map of a portion of Goshen, Indiana. The map displays various land parcels, many of which are labeled with alphanumeric codes in red text. A large yellow arrow points to a specific parcel labeled '465-3TPO'. Other visible labels include '465-2B', '465-13TPO', '465-11', '465-12', '465-10', '465-8', '465-6', '465-5', '465-4', '465-3A', '465-5C', '465-14C', '465-8C', '465-7D', '465-2A', '465-2D', '465-2', '465-1', '465-12B', '465-1B', '465-3', '465-4', '465-2STY', '465-1A', '465-2', '465-30', '465-1D', '465-5', '465-15', '465-12', '465-11', '465-10', '465-8', '465-6', '465-5', '465-4', '465-3A', '465-5C', '465-14C', '465-8C', '465-7D', '465-2A', '465-2D', '465-2', '465-1', '465-12B', '465-1B', '465-3', '465-4', '465-2STY', '465-1A', '465-2', '465-30', '465-1D', '465-5', '465-15', '465-12', '465-11', '465-10', '465-8', '465-6', '465-5', '465-4', '465-3A', '465-5C', '465-14C', '465-8C', '465-7D'. The map also shows several roads, including 'HWY 21 S', 'HWY 21 S', 'BUSCH RD', 'MCCALL RD', 'CHIMNEY RD', and 'GOSHEN COMMERCIAL PARK DR'. The map is color-coded, with blue areas representing water or wetlands, green areas representing grass or trees, and brown areas representing developed land or roads. A yellow arrow points to a specific parcel labeled '465-3TPO'.

1:4,514

Maxar

Parcels2020 Effingham County Zoning

Roads

AR-2

R-1

**Municipal Boundaries**  
**Address Points**  
**Tax Parcel Labels**

283

Maxar | Esri, Inc., City of Naperville, Illinois | Effingham County BOC | <https://www.fws.gov/wetlands/data/data-download.html> | ArcGIS Web AppBuilder