

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

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

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

Agenda Watch us live on our YouTube page:

https://www.youtube.com/channel/UC9wRzS6f2pHHZG3IgRk30UQ

- 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. Election of Vice Chair
 - <u>1.</u> Election of a Vice Chairperson for 2024
- VII. Minutes Consideration to approve the December 4, 2023 work session minutes and the December 5, 2023 regular meeting minutes
- **VIII. 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.
- **IX. Correspondence** Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.
- **X. Consent Agenda** This section shall include all routine items for which there will be no discussion. Should a need arise for a debate, the item can be moved to the appropriate area of the agenda.

<u>1.</u> [2024-001 Agreement]

Consideration to renew the Memorandum of Understanding with Effingham County United Methodist Campground for use as a critical workforce shelter and/or post event shelter

2. [2024-002 Grant]

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

3. [2024-003 Resolution]

Consideration to approve to ratify and affirm Resolution# 023- 032 to adopt the 2023 Hazard Mitigation Plan

4. [2024-004 Agreement]

Consideration to approve the 2024 Statewide Mutual Aid and Assistance Agreement

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

<u>1.</u> [2023-475 Second Reading]

Consideration to approve the Second Reading of an application by **MRD Partners, LLC** / **Nolan Andrews as Agent for Ronald V. Roberts & Barry Chenkin** to **rezone** 18.5 acres located at **4828, 4838 & 4884 McCall Road** from **R-2 & AR-1 to I-1** to allow for warehouse development **Map# 450D Parcel# 4A, 4B & 5** in the **Second District**(*postponed 11/07/2023,12/05/2023*)

2. [2023-523 Second Reading]

Consideration to approve the Second Reading of an application by **MRD Partners, LLC** as Agent for **Ronald V. Roberts & Barry Chenkin** requesting a **variance** from Section 3.4 to reduce required development buffers from industrial to residential located on McCall Road, **proposed zoning I-1 Map# 450D Parcel# 4A, 4B & 5**, in the **Second District** (*postponed 11/07/2023, 12/05/2023*)

3. [2023-517 Sketch Plan] Chelsie Fernald

The Planning Board recommends approving an application by **MRD Partners, LLC**, for a **Sketch Plan** located on McCall Road for **"Horizon Business Center"** zoned I-1 **Map# 450D Parcels# 4A, 4B & 5** in the **Second District** (*postponed 11/07/2023, 12/05/2023*)

4. [2023-526 Public Hearing] Chelsie Fernald

The Planning Board recommends denying an application by **Lex Bazemore** as Agent for**Wanda R. Williams** to **rezone** 17.67 acres located on Race Path Road from **AR-1** to **R-4**with the conditional use to allow for an RV park **Map# 412 Parcel# 5A** in the **Fourth District** (*postponed 10/02/2023, 11/07/2023, 12/05/2023*)

<u>5.</u> [2023- 527 Second Reading]

Consideration to approve the Second Reading of an application by **Lex Bazemore** as Agent for **Wanda R. Williams** to **rezone** 17.67 acres located on Race Path Road from **AR-1 to R-4** with the conditional use to allow for an RV park **Map# 412 Parcel# 5A** in the **Fourth District** (*postponed 10/03/2023, 11/07/2023, 12/05/2023*)

XII. New Business

1. [2024-001 Resolution] Mark Barnes

Consideration to approve Resolution# 024-001 to amend the 2024 Fiscal Year Budget

<u>2.</u> [2024-002 Payment] Mark Barnes

Consideration to approve an increase in the daily and per diem pay for jurors

<u>3.</u> [2024-003 Payment] Mark Barnes

Consideration to approve an increase in the daily compensation and lunch pay of members of the Board of Equalization

4. [2024-004 Resolution] Tim Callanan

Consideration to approve Resolution# 024-002 declaring the results of the November 7, 2023 election

5. [2024-005 Plat] Chelsie Fernald

Consideration to approve a **Final Plat**submitted by **Victoria Little as Agent for Cubalene Briggs Estate** located on Old Louisville Road and Riverside Drive, consisting of 7 lots **Map# 272 Parcel# 17**, in the **Third District**

6. [2024-006 Resolution] Chelsie Fernald

Consideration to approve Resolution# 024-002 to transmit the FY2023 Capital Improvement Element (CIE) annual update to the Coastal Regional Commission and the Department of Community Affairs for review

7. [2024-007 Agreement] Alison Bruton

Consideration to approve a Development Agreement for Phase 2 of the Northgate Project

8. [2024-008 Change Order] Allison Bruton

Consideration to approve Change Order #1 for Southern Civil, LLC for the construction of Hodgeville Lift Station #4

9. [2024-009 Proposal] Alison Bruton

Consideration to approve Proposals from Pond for the design development for various Effingham County Parks

10. [2024-010 Payment] Alison Bruton

Consideration to approve to ratify and affirm a Payment to Bryan County for sewer connections

11. [2024-011 Payment] Alison Bruton

Consideration to approve to ratify and affirm Payment to Quality Recording Solutions, LLC related to radio interface upgrades

12. [2024-012 Proposal] Alison Bruton

Consideration to approve a Proposal from Pond for the Effingham County Transportation Masterplan Update

13. [2024-013 Proposal] Alison Bruton

Consideration to approve a Proposal from Trammco for Risk Evaluation and Cleanup Standard Development for the Atlas Site

14. [2024-014 Task Order] Alison Bruton

Consideration to approve Task Order #2 for Thomas and Hutton for a Force Main Extension Feasibility Study

15. [2024-015 Plat/Deed] Samantha Eason

Consideration to approve a Final Plat and Warranty Deed submitted by **Clay Palmer, of DR Horton** for Longleaf Village Phase 1 located on Goshen Road, consisting of 51 lots **Map# 451 Parcel# 22A**, in the **Second District**

16. [2024-016 Contract] Tim Callanan

Consideration to approve to ratify and affirm a Contract for the purchase of 4 acres located at 315 US Hwy 80, as part of the Atlas Park project, **Map# 301 Parcel# 32**

17. [2024-017 Resolution] Stephanie Johnson

Consideration to approve Resolution# 024-004 to set and publish the qualifying fees for the 2024 election

18. [2024-018 Appointment/Resolutions] Stephanie Johnson

Consideration to approve Resolution# 024-005 and Resolution# 024-006 to reappoint Larry Brad Green and Gussie Nease to the Board of Tax Assessor

XIII. Reports from Commissioners & Administrative Staff

- XIV. Executive Session Discussion of Personnel, Property and Pending Litigation
- **XV. Executive Session Minutes** Consideration to approve the December 5, 2023 executive session minutes

XVI. Planning Board - 6:00 pm

1. [2024-019 Public Hearing] Chelsie Fernald

The Planning Board recommends **approving** an application by **Craig Johnson** for a **conditional use** to allow for a private and public event venue in AR-1 located at 1625 Stillwell Road, **Map# 427 Parcel #14B**, in the **Fourth District**

<u>2.</u> [2024-020 Second Reading]

Consideration to approve the Second Reading of an application by **Craig Johnson** for a **conditional use** to allow for a private and public events venue in AR-1 located at 1625 Stillwell Road **Map# 427 Parcel #14B**, in the **Fourth District**

3. [2024-021 Public Hearing] Chelsie Fernald

The Planning Board recommends **approving** an application by **Thompson Family Enterprise LLC** DBA Scotty's Pottys and Dumpsters for a **conditional use** for a **rural business** located at 200 Little McCall Road **Map# 320 Parcel #46A**, in the **Third District**

4. [2024-022 Second Reading]

Consideration to **approve** the Second Reading of an application by **Thompson Family Enterprise LLC** DBA Scotty's Pottys and Dumpsters for a **conditional use** for a **rural business** located at 200 Little McCall Road Map# 320 Parcel #46A, in the **Third District**

5. [2024-023 Public Hearing] Chelsie Fernald

The Planning Board recommends **approving** an application by **David Clough** for a **conditional use** for an **Agritourism Business** located at **GA Highway 119 North Map# 407 Parcel # 15A**, in the **Third District**

6. [2024-024 Second Reading]

Consideration to approve the Second Reading of an application by **David Clough** for a **conditional use** for an **Agritourism Business** located at **GA Highway 119 North Map# 407 Parcel # 15A**, in the **Third District**

7. [2024-025 Pubic Hearing] Chelsie Fernald

The Planning Board recommends **approving** an application by **John Egan** requests a **variance** from ordinance Section 3.21.1, to allow for the occupation of a camper/RV during home construction located at **128 Partridge Run, Map# 435A Parcel# 68**, in the **Second District**

<u>8.</u> [2024-026 Second Reading]

Consideration to approve the Second Reading of an application by **John Egan** requests a **variance** from ordinance Section 3.21.1, to allow for the occupation of a camper/RV during home construction located at **128 Partridge Run, Map# 435A Parcel# 68**, in the **Second District**

9. [2024-027 Public Hearing] Chelsie Fernald

The Planning Board recommends **approving** an application by **Jay Maupin - Maupin Engineering, Inc.** as Agent for **Oleg Mitnk** requests a **variance** from ordinance Section 3.4.1, to allow for the reduction in required buffers of 150ft to 25ft located on **Highway 21, Map# 465 Parcel# 1**, in the **Fifth District**

10. [2024-028 Second Reading] Chelsie Fernald

Consideration to approve the Second Reading of an application by **Jay Maupin - Maupin Engineering, Inc.** as Agent for **Oleg Mitnk** requests a **variance** from ordinance Section 3.4.1, to allow for the reduction in required buffers of 150ft to 25ft located on **Highway 21, Map# 465 Parcel# 1**, in the **Fifth District**

11. [2024-029 Public Hearing] Chelsie Fernald

The Planning Board recommends **approving** an application by **Michael Emiry** to **rezone** 2.5 acres located at **1800 Oliver Kildare Road** from **AR-1 to AR-2** to allow for a new home site. **Map# 208 Parcel# 1, in the Third District**

12. [2024-030 Second Reading]

Consideration to approve the Second Reading of an application by **Michael Emiry** to **rezone** 2.5 acres located at **1800 Oliver Kildare Road** from **AR-1 to AR-2** to allow for a new home site **Map# 208 Parcel# 1**, in the Third District

13. [2024-031 Public Hearing] Chelsie Fernald

The Planning Board recommends **approving** an application by **Kathi Messer** to **rezone** 1.01 acres located on **Long Bridge Road** from **AR-1 to B-1** to allow for a small pizza restaurant **Map# 445 Parcel# 19, in the Fifth District**

14. [2024-032 Second Reading]

Consideration to approve the Second Reading of an application by **Kathi Messer** to **rezone** 1.01 acres located on **Long Bridge Road** from **AR-1** to **B-1** to allow for a small pizza restaurant **Map# 445 Parcel# 19, in the Fifth District**

15. [2024-033 Public Hearing] Chelsie Fernald

Planning Board recommends approving an application by **Kimberly Lopez** to **rezone** 2.21 acres located at **156 Tish Way** from **AR-1 to AR-2** to allow for a subdivision to create a new home site **Map# 434 Parcel# 20, in the Second District**

16. [2024-034 Second Reading]

Consideration to approve the Second Reading of an application by **Kimberly Lopez** to **rezone** 2.21 acres located at **156 Tish Way** from **AR-1 to AR-2** to allow for a subdivision to create a new home site **Map# 434 Parcel# 20**, in the Second District

<u>17.</u> [2024-035 Public Hearing] Chelsie Fernald

Consideration to **approve** an application by **Michael Redmond** to **rezone** 1.1 acres located at **515 Goshen Road** from **AR-1 to AR-2** to allow for the creation of a new home site. **Map# 466 Parcel# 1,** in the **Second District**

18. [2024-036 Second Reading]

Consideration to approve the Second Reading of an application by **Michael Redmond** to **rezone** 1.1 acres located at **515 Goshen Road** from **AR-1 to AR-2** to allow for the creation of a new home site **Map# 466 Parcel# 1**, in the **Second District**

19. [2024-037 Sketch Plan] Samantha Eason

The Planning Board recommends approval for an application by **Jay Maupin - Maupin Engineering, Inc.** as Agent for **Oleg Mitnik**, for a **Sketch Plan** located on Highway 21 for **"Dickey Tract"** zoned B-3 **Map# 465 & 465D Parcels# 1 & 9B** in the **Fifth District**

20. [2024-038 Sketch Plan] Samantha Eason

The Planning Board recommends approval for an application by **Brandon Long** as Agent for **Braly Investments Properties**, LLC, for a **Sketch Plan** located on 817 US Highway 80, for "Waste Doctors, LLC" zoned B-3 Map# 302 Parcels# 102 in the First District

XVII. Adjournment

Item	VI	1

	Effingham Board of Commissioners
	2024 ELECTION OF VICE CHAIR
0	Forrest Floyd – 1 st District
0	Roger Burdette– 2 nd District
0	Jamie Deloach – 3 rd District
0	Reggie Loper – 4 th District
0	Phil Kieffer – 5 th District
	Signature

Staff Report

Subject: MOU with Effingham County United Methodist Campground for use as a critical workforce shelter and/or post event shelter. (Critical Workforce Shelter Initiative) Author: Alison Bruton, Procurement/CP Manager; Clint Hodges EEMA Director Department: EEMA

Meeting Date: January 16, 2024

Item Description: Consideration to renew the Memorandum of Understanding with Effingham County United Methodist Campground for use as a critical workforce shelter and/or post event shelter (Critical Workforce Shelter Initiative)

Summary Recommendation: Staff recommends renewal of the MOU with Effingham County United Methodist Campground

Executive Summary/Background:

- The MOU outlines the obligations for both Effingham County and the Effingham County United Methodist Campground.
- The critical workforce shelter initiative supports all hazards emergency management missions for Effingham County and provides support for the first responders families during a disaster.
- The County can terminate the MOU with 30 days written notice.

Alternatives for Commission to Consider:

1. Board approval to allow the Memorandum of Understanding with Effingham County United Methodist Campground for use as a critical workforce shelter and/or post event shelter to automatically renew for the period February 3, 2024 until February 3, 2025 2. Cancel the Memorandum of Understanding.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: EEMA

Funding Source: No funding is required

Attachments: Memorandum of Understanding with Effingham County United Methodist Campground



MEMORANDUM OF UNDERSTANDING BETWEEN

Effingham County Board of Commissioners -Emergency Management Agency-

<u>....</u>

AND

Effingham County United Methodist Campground

I. Parties

This Memorandum of Understanding (herein referred to as "MOU") is made and entered into by and between the Effingham County Board of Commissioners, whose address is 601 North Laurel Street, Springfield, Georgia 31329, and the Effingham County United Methodist Campground whose address is 306 West First Street, Springfield, Georgia 31329.

II. Purpose

The purpose of this Memorandum of Understanding is to establish the terms and conditions under which the Effingham County Methodist Campground youth building and kitchen may be used as a critical workforce shelter and/or post event shelters when requested by the Emergency Management Agency of Effingham County. The shelter agreement also encompasses the parking of equipment and supplies that will accompany the personnel.

III. Terms

This MOU is effective upon the day and date signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in effect for a period of one (1) year. This MOU shall automatically renew annually however may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

IV. Payment

The Effingham County Board of Commissioners will be responsible for payment and reimbursement for any damage, with the exclusion of reasonable wear, tear, force majeure and use herein permitted done to the facility while this MOU is in effect and the provisions established by the MOU are activated. An inspection of the facility will be conducted by representatives of both parties immediately after operations to document any post event existing conditions. Under the provisions of O.C.G.A. title 38-3-32, Georgia Emergency Management Act of 1981, Immunity is granted through certain conditions of law. To the extent not prohibited by Georgia Law, Effingham County covenants to indemnify and hold harmless Effingham County Methodist

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Campground and any of their officers, directors, agents, employees and representatives from any and every claim, demand, or judgment asserted against them, arising from any incident which occurs in connection with the use of the facility which is caused by negligence or willful misconduct of Effingham County, its employees, agents, and representatives during the execution of this MOU.

V. General Provisions

A. Amendments

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law

The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Georgia.

C. Authority Granted and Chain of Command

The MOU Primary Coordinators identified in section 8A and 8B are authorized to coordinate the planning, exercise, execution and operation of the terms of this MOU. Unless the primary coordinators identified in Section 8A and 8B are executive members with authority to make commitments on behalf of their respective organization, neither of the primary coordinators shall have the authority to commit funds of either governing body without the proper approval through their respective organizations.

D. Entirety of Agreement

This MOU consist of the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in effect, and either party may renegotiate the terms affected by the severance.

F. Sovereign Immunity

Effingham County, Effingham County Emergency Management Agency, and their respective governing bodies do not wave their sovereign immunity by entering into this MOU. Each party to the MOU fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.



G. Third Party Beneficial Rights

The parties do intend to allow The Salvation Army, The American Red Cross, The Coastal Health District and/or a volunteer civic group access during an event which creates the status of a third party beneficiary. The parties to this MOU intend and expressly agree that only the parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU; to seek any remedy arising out of the parties performance or failure to perform any term or condition of this MOU; or bring an action for the breach of this MOU.

VI. Responsibilities

- The Effingham EMA Director responsibilities shall include;
 - 1. Administer this MOU for Effingham County Board of Commissioners.
 - Cooperatively plan, exercise and execute the provisions of this MOU with the identified Effingham County Methodist Campground primary coordinator.
 - Provide the Effingham Methodist Campground representative an estimated timetable for the occupation of the identified buildings. This will also include the time for facility clearance.
 - 4. Provide a representative for the post inspections after operations.
 - Insure that the facility is returned to the Effingham County Methodist Campground in a clean and fully operational condition of its original state.
 - 6. Provide security during the time the facility is occupied through the Emergency Operations Plan Emergency Support Function (ESF) 13.
 - 7. Designate a facility manager to coordinate operations with the Effingham County Methodist Campground designated Liaison Officer.
 - Determine which third party beneficiary shall be included in operations.
- B. The Effingham County Methodist Campground responsibilities shall include;
 - 1. Designate a staff member in Section 8B as the primary coordinator for this MOU and cooperatively plan, exercise and execute the provisions of this MOU with identified Effingham Emergency Management Agency primary coordinator.
 - Emergencies are very unpredictable, therefore the Effingham Emergency Management Agency shall be notified 10 days in advance of when the facility will not be available for occupancy.
 - Provide EEMA with immediate access upon activation of this MOU.
 - 4. Provide a representative for the post inspection.
 - 5. Designate a liaison officer to coordinate operations with the facility manager from Effingham County EMA.

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VII. Limitations of Use

The use of the Effingham County Methodist Campground shall be limited to the youth building, kitchen and any other areas agreed prior to the occupation of the building by both representatives.

VIII. MOU Primary Coordinators

A. Effingham County Emergency Management Agency. The Primary Coordinator for this MOU will be: Clint Hodges, Director Effingham County Emergency Management Agency 601 North Laurel Street, Springfield, GA 31329 (912) 754-8200 Office (912) 547-8924 Mobile Email address: eema@effinghamcounty.org

B. Effingham County Methodist Campground

The Primary Coordinator for this MOU will be: Jason Hinely 306 West First Street, Springfield, GA 31329 (912) 754-1459 Email address: hinely@hgmail.com

VII. Signatures

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MOU as set forth herein.

Wesley Corbitt, Chairman Effingham County Board of Commissioners

Jason Hinely, Chairman() Effingham County Methodist Campground

02/07/2017 Date Auto Renewal

This concludes the Memorandum of Understanding between the Effingham County Board of Commissioners – Effingham Emergency Management Agency and the Effingham County Methodist Campground

Staff Report

Subject:	Norfolk Southern Grant Acceptance
Author:	Clint Hodges, Fire Chief & EMA Director
Department:	55-FIRE
Meeting Date:	01/16/2023
Item Description:	Consideration to approve the acceptance of a grant from Norfolk
	Southern for a UAS (Drone)

Summary Recommendation: Staff recommends approving the acceptance of grant funding from Norfolk Southern for a UAS (Drone)

Executive Summary/Background:

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

No funding match is required.

Options/Alternatives for Commission to Consider:

Recommended: Approval to accept a grant from Norfolk Southern for a UAS (Drone)

Other Alternative(s): Deny

Department Review: Fire-Rescue

Funding Source: N/A

Attachments: NS Grant Application



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

Contact Info

*Salutation	Mr.
*First Name	Clinton
*Last Name	Hodges
*Title	Fire Chief/EMA Director
*Telephone	912-429-3615
*Email Address	chodges@effinghamcounty.org
Organization Information	
*Organization Legal Name	Effingham County Fire Rescue
*Address	804 S Laurel St
Address 2	
*City	Springfield
*State	Georgia
*Division	Coastal
*Zip/Postal Code	31329
*Main Telephone	912-429-3615
Website Address	www.effinghamcounty.org
*Main Email Address	chodges@effinghamcounty.org

*Organization's Fiscal Year Start Date	07/01/2023
*Organization's Fiscal Year End Date	06/30/2024
*IRS 501 c3 Determination Letter/Tax Exemption Letter	irs letter.pdf (132.9 K), uploaded by Clinton Hodges on 10/26/2023
*W9 Form	<u>W-9 Effingham BOC signed 1-30-23.pdf</u> (505.67 K), uploaded by Clinton Hodges on 10/26/2023
*Employer Identification Number (EIN)	586000821
Organization Details	
*Organization Type	Fire Department
*Tax Status	County
*Non-Discrimination Policy?	Yes, I will upload a file
Non-Discrimination Policy File	2.02-Affirmative-Action-Equal-Opportunity.pdf (81.18 K), uploaded by Clinton Hodges on 10/25/2023
Program Information	
*Project/Program Title	UAS Drone for Emergency Response
Primary Focus Area	Safety Initiatives
*Focus Area Subtype	Response readiness
*Referral	No
*Requested Amount	\$11,529.00
*Project/Program Description	Effingham County Fire Rescue (ECFR) will use this funding to add UAS (Drone) capability to our agency. We currently have FAA licensed UAS pilots on staff. This capability will increase the safety of both our emergency

	services staff, but also our citizens, as we will be able provide a quicker response to hazardous materials incidents, weather emegencies, and other potentially large scale events.
*Use of Funds	Program expenses \$11,529.00
	Total \$11,529.00
Project/Program Budget File	UAS Quote.pdf (909.55 K), uploaded by Clinton Hodges on 10/25/2023
*Identify Problem	Effingham County is a rapidly growing community adjacent to the Port of Savannah. Effingham County is supplied by three railroads, of which approximately 29 track miles are owned by Norfolk Southern. With the rapid growth of our community, which includes heavy manufacturing, warehousing, apartment complexes, and chemical production facilities, having UAS (Drone) emergency response capability will greatly contribute to both responder safety and community safety. The proposed UAS with thermal imaging capability will allow us the ability to keep first responders safe and aid in the rescue efforts of those in need. It will give us the ability to survey hazardous scenes without having to send personnel into unknown dangers. Our desire is to increase our ability to keep our emergency responders and citizens safe. This UAS will allow us to quickly and safety respond to and mitigate emergencies.

Payee Information

*Payee Name	Effingham County Fire Rescue
*Payee Address	804 S Laurel St
*Payee City	Springfield

*Payee State Georgia

*Payee Zip/Postal Code 31329

*Payee Country United States

*Tax Receipt and Impact Report Yes

Staff Report

Subject:	Resolution to Adopt the Effingham County 2023
Author:	Clint Hodges, EMA Director
Department:	20-EMA
Meeting Date:	01/16/2023
Item Description:	Consideration to Ratify a Resolution Adopting the Effingham
	County 2023 Regional Hazard Mitigation Plan

Summary Recommendation: Staff recommends approving a resolution, adopting the Effingham County 2023 Regional Hazard Mitigation Plan.

Executive Summary/Background:

The purpose of the Effingham County Multi-Hazard Mitigation Plan is to create a safer community for Effingham County residents by reducing or eliminating the long-term risk to human life, property, and environmental degradation from hazards.

At the Dec 5th, 2023 BOC meeting, the Board adopted an ordinance to adopt the plan, however the resolution was not included in the packet. This is to approve the resolution.

Options/Alternatives for Commission to Consider:

Recommended: Approval to Ratify a Resolution Adopting the Effingham County 2023 Regional Hazard Mitigation Plan

Other Alternative(s): Deny

Department Review: EMA

Funding Source: The Effingham County Board of Commissioners approved a Pre-Disaster Mitigation Grant in the amount of \$26,000 on Jan 18, 2022. No further funding is required.

Attachments: Resolution to Adopt the HMP

Wesley M. Corb Chairman Stephanie D. Jo County Clerk		Est. 1777	ffing]	County Lam issioners	Tin Co <i>Item X. 3.</i> Lee Newberry County Attorney
Sol cion	Forrest F. Floyd	Roger Burdette	Jamie Deloach	Reginald S. Loper	Phil Kieffer
	District 1	District 2	District 3	District 4	District 5

A RESOLUTION OF Effingham County ADOPTING THE 2023 REGIONAL

HAZARD MITIGATION PLAN UPDATE

WHEREAS the Effingham County Board of Commissioners recognizes the threat that natural hazards pose to people and property within Effingham County; and

WHEREAS Effingham County has prepared a multi-hazard mitigation plan, hereby known as the Effingham County 2023 Regional Hazard Mitigation Plan Update, in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS the Effingham County 2023 Regional Hazard Mitigation Plan Update identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Effingham County from the impacts of future hazards and disasters; and

WHEREAS adoption by the Effingham County Board of Commissioners demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Effingham County 2023 Regional Hazard Mitigation Plan Update; now therefore be it

RESOLVED, That in accordance with the charter and ordinances of Effingham County, the Effingham County Board of Commissioners adopts the Effingham County 2023 Regional Hazard Mitigation Plan Update. While content related to Effingham County may require revisions to meet the plan approval requirements, changes occurring after adoption will not require Effingham County to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

Approved this 20th day of December, 2023.

Wesley M. Corbitt, Chairman

ATTEST: Johnson, County Clerk

804 South Laurel Street Springfield, Georgia 31329 912.754.2123 (phone) | 912.754.4157 (fax) www.effinghamcounty.org

Staff Report

Subject:	Approval of the Statewide Mutual Aid and Assistance Agreement
Author:	Clint Hodges, EMA Director
Department:	20-EMA
Meeting Date:	01/16/2023
Item Description:	Consideration to Approve the Statewide Mutual Aid and Assistance
	Agreement

Summary Recommendation: The Statewide Mutual Aid and Assistance Agreement provides the framework to support mutual aid assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party.

Executive Summary/Background:

- 1. The SMAAA identifies those persons who are authorized to act on behalf of the Participating Party, as their Authorized Representative(s), concerning provision of mutual aid resources and requests for mutual aid resources to/from another Participating Party.
- 2. The current SMAAA was approved in November 2019, and is currently up for renewal in March 2024. The current agreement, if approved, will be valid until March 1, 2028.
- 3. The SMAAA will additionally go to each City Council for their approval.

Options/Alternatives for Commission to Consider:

Recommended: Approval of the Statewide Mutual Aid and Assistance Agreement

Other Alternative(s): Deny

Department Review: EMA

Funding Source: N/A

Attachments: Statewide Mutual Aid and Assistance Agreement

County/Municipality:

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

(1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).

(2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

(3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.

(4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.

(5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.

(6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.

(7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

<u>ARTICLE II</u> <u>GENERAL PURPOSE</u>

The purpose of this Agreement is to:

- 1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
- 2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

(1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

Page **4** of **8**

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

(1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and

(2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and

(3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and

(4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

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Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality:

Date:____/___/

GEMA/HS Director – Signature

GEMA/HS Director - Print Name

Date:____/___/

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<u>APPENDIX A</u> <u>AUTHORIZED REPRESENTATIVE</u>

The below named individual(s), in addition to t	he chief executive officer, is/are the "Authorized	
Representative(s)" for	(county/municipality), and are authorized	
to request, offer, or otherwise provide and coor named county/municipality:	dinate mutual aid assistance on behalf of the above-	
Print Name	Job Title/Position	
Signature of Above Individual		
Print Name	Job Title/Position	
Signature of Above Individual		
Print Name	Job Title/Position	
Signature of Above Individual		
Chief Executive Officer - Signature	Date://	
Chief Executive Officer – Print Name		

Statewide Mutual Aid and Assistance Agreement- 2024

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<u>APPENDIX B</u> DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for______

(county/municipality) for the purpose of reimbursement sought for mutual aid:

Print Name	Job Title/Position
Signature of Above Individual	
Print Name	Job Title/Position
Signature of Above Individual	
Print Name	Job Title/Position
Signature of Above Individual	
Chief Executive Officer - Signature	Date://

Chief Executive Officer – Print Name

Subject:2nd Reading – Zoning Map AmendmentAuthor:Chelsie Fernald, Planner IIDepartment:Development ServicesMeeting Date:January 16, 2024Item Description:MRD Partners, LLC / Nolan Andrews as Agent for Ronald V. Roberts & BarryChenkin requests to rezone 18.5 acres from R-2 & AR-1 to I-1 to allow for warehouse development. Locatedat 4828, 4838, & 4884 McCall Road.[Map# 450D Parcel# 4A, 4B & 5]

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request to **rezone** 18.5 acres from **R-2 & AR-1** to **I-1** to allow for warehouse development, with conditions.

Executive Summary/Background

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

- Would the proposed change in zoning adversely affect existing use or usability of adja nearby property?
 - The zone change should not impact the use of nearby properties.
- Do other conditions affect the property so as to support a decision against the proposal?
 - Adjacent properties across McCall Road have stated intent to submit application to • rezone to I-1.
- At the August 16, 2023 Planning Board meeting, Alan Zipperer made a motion for approval. •
- The motion was seconded by Peter Higgins and carried unanimously. •
- At the September 5, 2023 Board of Commissioners meeting, Commissioner Burdette made a motion to • table the item until October 3, 2023.
- The motion was seconded by Commissioner Floyd and carried unanimously. •
- At the October 3, 2023 Board of Commissioners meeting, this item was postponed to the November 7, • 2023 Board of Commissioners meeting during agenda approval.
- At the November 7, 2023 Board of Commissioners meeting, this item was postponed to the December 5, 2023 Board of Commissioners meeting during agenda approval.
- At the December 5, 2023 Board of Commissioners meeting, this item was postponed to the January 16, 2024 Board of Commissioners meeting.

Alternatives

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

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

Recommended Alternative: 1	Other Alternatives: 2
Department Review: Development Services	FUNDING: N/A

Attachments: 1. Zoning Map Amendment

STATE OF GEORGIA EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 450D-4A, 4B & 5 AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 450D-4A, 4B & 5

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, MRD PARTNERS, LLC / NOLAN ANDREWS AS AGENT FOR RONALD V. ROBERTS & BARRY

CHENKIN has filed an application to rezone eighteen and fifty hundredths (18.5) +/- acres; from R-2 & AR-1 to I-1 to allow for a

warehouse development; map and parcel number 450D-4A, 4B & 5, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on January 16, 2023 and notice of said hearing having been published in the

Effingham County Herald on August 16, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been

published in the Effingham County Herald on July 19, 2023; and

IT IS HEREBY ORDAINED THAT eighteen and fifty hundredths (18.5) +/- acres; map and parcel number 450D-4A, 4B &

5, located in the 2nd commissioner district is rezoned from R-2 & AR-1 to I-1, with the following conditions:

1. A 15' vegetative berm shall be constructed along the residentially zoned parcels.

2. Truck traffic shall only access Gateway Parkway.

This ______ day of ______, 20_____

BOARD OF COMMISSIONERS EFFINGHAM COUNTY, GEORGIA

BY:

WESLEY CORBITT, CHAIRMAN

FIRST/SECOND READING: _____

ATTEST:

STEPHANIE JOHNSON COUNTY CLERK **Item Description: MRD Partners, LLC** as Agent for **Ronald V. Roberts & Barry Chenkin** requests a variance from Section 3.4 to reduce required development buffers from industrial to residential. Located on McCall Road, proposed zoned I-1. [Map# 450D Parcel# 4A, 4B & 5]

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a **variance** from Section 3.4 to reduce required development buffers from industrial to residential.

Executive Summary/Background

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

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

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

- The applicant proposes to develop a "flex use" building. Their application to rezone to I-1 will be heard at the October 3, 2023 Board of Commissioners meeting.
- Due to prevalent wetlands on the property, development area is substantially limited on the ENE boundary.
- The applicant requests to reduce the required 300' buffer to 25', which is the required buffer between industrial-zoned properties.
- The applicant's site is separated from residential properties along the property line in question by McCall Road, an 80' County right of way.
- Multiple residents impacted by this buffer reduction have supported the rezoning request and intend to rezone to I-1 in the future.
- At the September 12, 2023 Planning Board meeting, Alan Zipperer made a motion for approval.
- The motion was seconded by Peter Higgins and carried unanimously.
- At the October 3, 2023 Board of Commissioners meeting, the item was postponed to the November 7, 2023 Board of Commissioners meeting during agenda approval.
- At the November 7, 2023 Board of Commissioners meeting, the item was postponed to the December 5, 2023 Board of Commissioners meeting during agenda approval.
- At the December 5, 2023 Board of Commissioners meeting, the item was postponed to the January 16, 2024 Board of Commissioners meeting.

Alternatives

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

Recommended Alternative: 1

Other Alternatives: 2

3. Plat

FUNDING: N/A

Department Review: Development Services

Attachments:

- Rezoning application and checklist
 Ownership certificate/authorization
- 5. Deed
- 4. Aerial photograph

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 450D-4A, 4B & 5 AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 450D-4A, 4B & 5

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, MRD PARTNERS, LLC / NOLAN ANDREWS AS AGENT FOR RONALD V. ROBERTS & BARRY

CHENKIN has filed an application for a variance from Section 3.4 to reduce required development buffers from industrial to

residential, to allow for a warehouse development; map and parcel number 450D-4A, 4B & 5, located in the 2nd commissioner district,

and

WHEREAS, a public hearing was held on January 16, 2023 and notice of said hearing having been published in the

Effingham County Herald on September 8, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been

published in the Effingham County Herald on August 23, 2023; and

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

commissioner district:

This ______ day of ______, 20_____

BOARD OF COMMISSIONERS EFFINGHAM COUNTY, GEORGIA

BY:

WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON COUNTY CLERK Subject: Sketch Plan (Third District) Author: Chelsie Fernald, Senior Planner **Department: Development Services** Meeting Date: January 16, 2024 Item Description: MRD Partners, LLC request approval of a sketch plan for "Horizon Business Center." Located on McCall Road, zoned AR-1 & R-2, proposed zoning I-1. [Map# 450D Parcel# 4A, 4B & 5]

Summary Recommendation

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

Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Section 5.1 Sketch Plan.
 - The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- Collectively this development proposes to be a 156,000 square foot building with 30 docking positions, 2 ٠ drive in ramps, 18 trailer positions, and 70 commuter parking spaces.
- The proposed development is bordered to the North and West by the OmniTrax Industrial Development • along McCall Road.
- There is a proposed 300' undisturbed buffer along the subdivision to the south and along the industrial • zoned properties there is a 25' proposed undisturbed buffer.
- The applicant has asked for a variance to the buffers along McCall Road, the proposed buffer is 25'. •
- Once Gateway Parkway is completed, this development will utilize that access. •
- At the September 12, 2023 Planning Board Meeting, Mr. Alan Zipperer made a motion for approval with • staff recommendations. Mr. Ryan Thompson seconded, the motion carried unanimously.
- At the October 3, 2023 Board of Commissioners Meeting, this item was postponed to the November 7, • 2023 Board of Commissioners meeting during agenda approval.
- At the November 7, 2023 Board of Commissioners Meeting, this item was postponed to the December 5, • 2023 Board of Commissioners meeting during agenda approval.
- At the December 5, 2023 Board of Commissioners Meeting, this item was postponed to the January 16, • 2024 Board of Commissioners meeting.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and • recommendations.

Alternatives

- 1. Approve the sketch plan for "Horizon Business Center."
- Deny the sketch plan for "Horizon Business Center."

Recommended Alte	ernative: 1	Other Alte	rnatives: 2
Department Review	: Development Services	FUNDING:	N/A
Attachments:	1. Sketch Plan Application	2. Sketch Plan	3. Aerial Photograph

Item XI. 3.

EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY		
Date Received:	Project Number:	Classification:
Date Reviewed:	Reviewed by: _	-
Proposed Name of Sub	division Horizon Business Center	
Name of Applicant/Ager	nt Nolan Andrews	Phone (912) 228-2263
Company Name	eMRD Partners, LLC	
Address 463 Jo	ohnny Mercer Blvd, B-7-120, Savannah, GA 31410	
Owner of Record See of	on page 3	Phone_ (912) 228-2263
Address		
		Phone_ (912) 354-4626
Address 329 Co	ommercial Drive, Suite 200, Savannah, GA 31406	
Surveyor_ Hussey Gay Be	II & DeYoung Inc.	Phone(912) 354-4626
Address 329 Co	ommercial Drive, Suite 200, Savannah, GA 31406	
Proposed water _ Effingha	am County Proposed se	wer Effingham County
Total acreage of propert	ty 19.01 Acreage to be divided N/A	Number of Lots Proposed1
Current Zoning AR-1 & R	²⁻² Proposed Zoning ^{I-1} Tax map	– Block – Parcel No <u>See on page 3</u>
Are any variances reque	ested? <u>Yes</u> If so, please describe	e: A buffer variance is requested on the McCall Rd
boundary of the site due to th	e locational characteristics of the site and the sup	port of the adjacent property owners.

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

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

TV.TE nall Owner

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4/11/2006

EFFINGHAM COUNTY SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY		
Subdivision Name:		_ Project Number:
Date Received:	Date Reviewed:	_ Reviewed by:

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

Office Use	Applicant Use	
(a) Pro	ojec	t Information:
	Υ	1. Proposed name of development.
	Y	2. Names, addresses and telephone numbers of owner and applicant.
	Υ	3. Name, address and telephone number of person or firm who prepared the plans.
	Y	4. Graphic scale (approximately 1"=100') and north arrow.
	Y	5. Location map (approximately 1" = 1000').
	Y	6. Date of preparation and revision dates.
	N/A	7. Acreage to be subdivided.
(b) Exi	istin	g Conditions:
	Υ	1. Location of all property lines.
	Y	2. Existing easements, covenants, reservations, and right-of-ways.
	Y	3. Buildings and structures.
	Υ	4. Sidewalks, streets, alleys, driveways, parking areas, etc.
	Υ	5. Existing utilities including water, sewer, electric, wells and septic tanks.
	Υ	6. Natural or man-made watercourses and bodies of water and wetlands.
	Y	7. Limits of floodplain.
	Υ	8. Existing topography.
	Y	9. Current zoning district classification and land use.
	N/A	10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
(c) Pro	pos	ed Features:
	N/A	1. Layout of all proposed lots.
	Y	2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
	Y	3. Proposed zoning and land use.
	Υ	4. Existing buildings and structures to remain or be removed.
	Υ	5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
	Y	6. Proposed retention/detention facilities and storm-water master plan.

*	7.	Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
*	8.	Water distribution infrastructure master plan.

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

This _	day of	August . 20,	23
Notary		LAURE RAY JEFFORDS Norry Public Washington County Clube of Georgia	
		My Cornim Expires Oct. 30, 2023	

MI. 100th	
Bogulable	
Applicant UII Cont	
Owner Owner	

Additional Response to Checklist Items:

(c) Proposed Features:

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

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

*7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).

We propose a private wastewater collection system on-site. This would include a low pressure force main and private grinder station that would connect to Effingham County's force main in the McCall Road ROW.

*8. Water distribution infrastructure plan.

We propose a connection to Effingham County's 16" watermain in the McCall Road ROW.

Owners of Record:

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

Barry Chenkin Parcel 0450D005 4884 McCall Rd

Page 3 of 3

4/11/2006







BUILDING

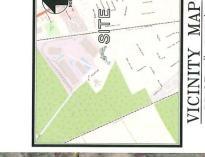
MAJOR CONTOUR MINOR CONTOUR FLOOD PLAIN DETENTION



SCALE 1"=2000







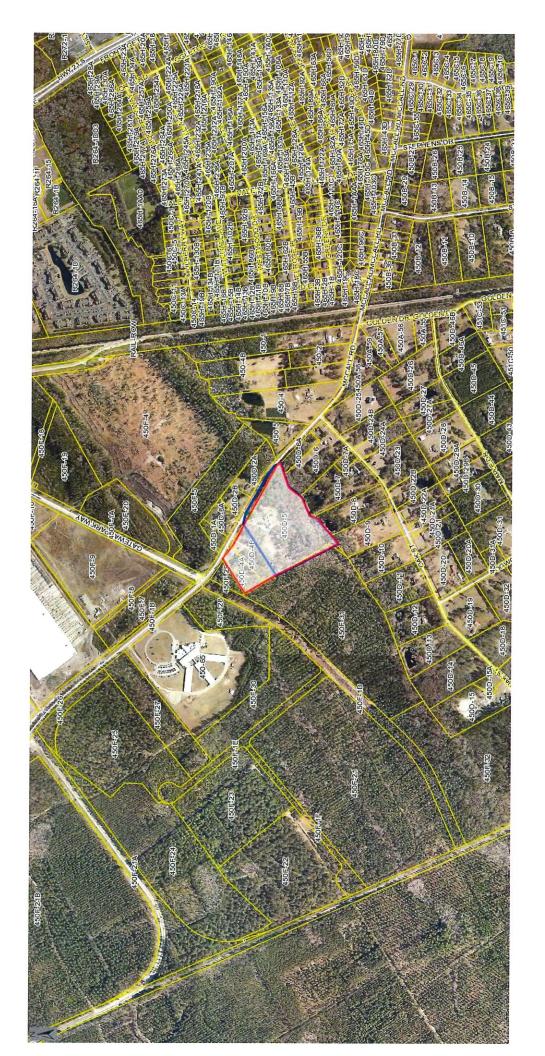


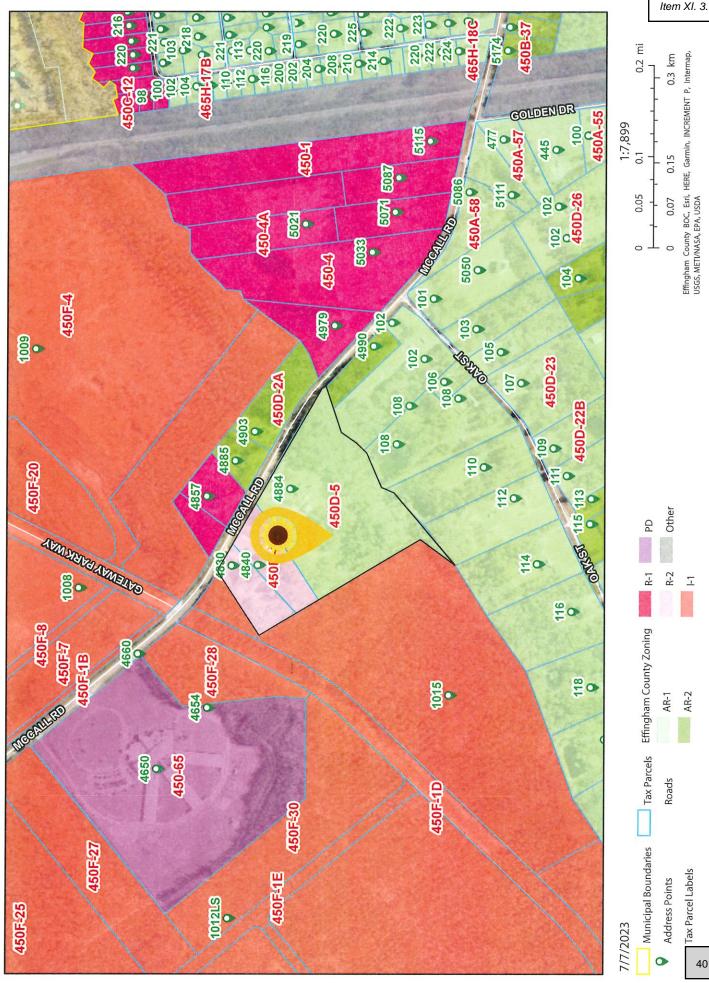
Item XI. 3.

HUSSEY GAY BELL
Established 1958

r = 10' 10' 10' 10'







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

Item XI. 3.

Subject:Rezoning (Fourth District)Author:Chelsie Fernald, Senior PlannerDepartment:Development ServicesMeeting Date:January 16, 2024Item Description:Lex Bazemore as Agent for Wanda R. Williams requests to rezone 17.67 acres from AR-1 to R-4 with the conditional use to allow for an RV park. Located on Race Path Road. [Map# 412Parcel# 5A]

Summary Recommendation

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

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Section 5.7.2.3 allows for *Recreational vehicle parks, provided that no recreational vehicle occupies a site for* more than 180 consecutive days.
- Citizen reports to Development Services state that existing RV parks frequently have wait lists, and are not available for occupation for months.
- Due to the fact that occupation of an RV is prohibited outside of R-4 zoning, Code Enforcement frequently responds to complaints of illegal RV occupation.
- Staff was unable to identify R-4 rezoning more recent than 2007 (Whispering Pines, Hodgeville Road).
- The proposed development will next be required to submit a sketch plan for review and approval.
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
 - Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?
 - At the Technical Review Committee meeting for this project, EOM's constructive comment on roads was limited to the need for an upgrade to a commercial access/driveway for an RV park.
 - No applicable agencies other than EOM have submitted comment or concern.
 - Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
 - No TIA has been conducted.
 - Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?
 - The property is currently undeveloped.
 - Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
 - The surrounding area is within the AR zoning districts, with a nearby R-1 subdivision, and a surface mine. This composition is compatible with other residential zoning.
 - Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
 - The zone change should not impact the use of nearby properties.
 - Do other conditions affect the property so as to support a decision against the proposal?
 - The applicant will have to obtain EPD permitting for water/sewer systems.

- Item XI. 4. Resident opposition was presented at the September 12, 2023 Planning Board meeting. Cd included:
 - Increase in traffic 0
 - Devaluation of property 0
 - Condition of Racepath Road
 - Burden to internet access 0
- At the September 12, 2023 Planning Board meeting, Brad Smith made a motion for approval. The motion • was seconded by Alan Zipperer, and failed with a vote of 2-3.
- Peter Higgins made a motion for denial, which was seconded by Ryan Thompson and carried 3-2, Brad • Smith and Alan Zipperer opposing.
- At the October 3, 2023 Board of Commissioners meeting, Commissioner Loper made a motion for • approval with staff recommendation. There was not a second and the motion died.
- Mr. Lex Bazemore asked the board if the item could be tabled. •
- Commissioner DeLoach made a motion to table the item to the November 7, 2023 Board of • Commissioners meeting; Commissioner Loper second and it carried unanimously.
- At the November 7, 2023 Board of Commissioners meeting this item was tabled to the December 5, 2023 Board of Commissioners meeting.
- At the December 5, 2023 Board of Commissioners meeting this item was tabled to the January 16, 2024 • Board of Commissioners meeting.

Alternatives

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

Recommended Alternative: 1

FUNDING: N/A **Department Review:** Development Services Attachments: 1. Rezoning application and checklist 3. Plat 2. Ownership certificate/authorization 4. Aerial photograph

5. Deed

Other Alternatives: 2

Item XI. 4.

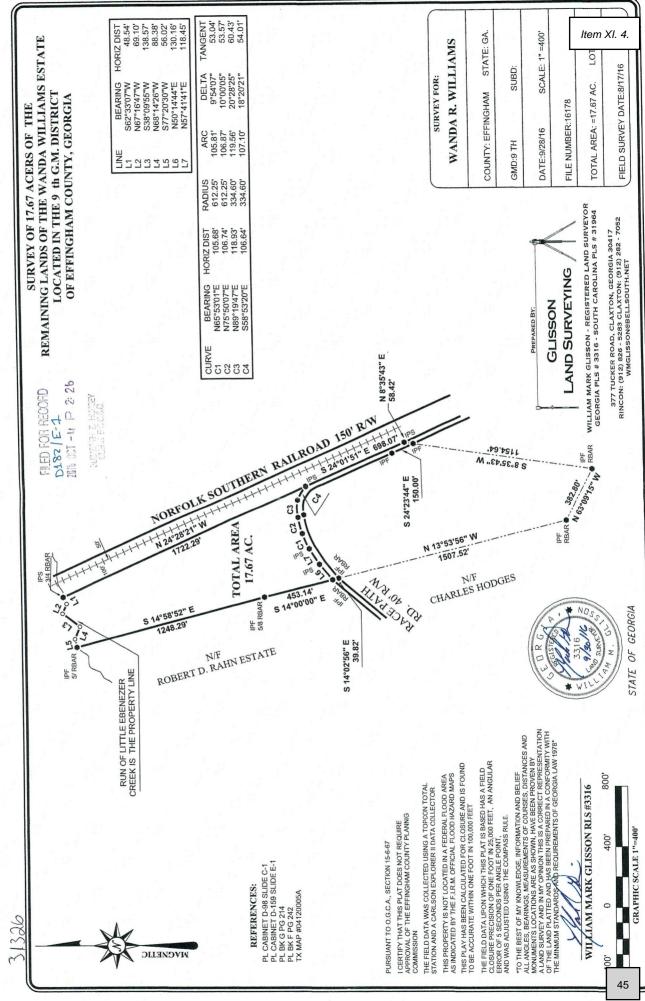
ATTACHMENT A - REZONING AMENDMENT APPLICATION

	Application Date: <u>8-7-23</u>
Applicant/Agent: Lex Bazen	ore
Applicant Email Address: Bazem	ore Lex @ Gmail.com
	× 912-712-8120
Applicant Mailing Address: <u>140</u>	
	State: <u>Ga</u> Zip Code: <u>31328</u>
Property Owner, if different from abov	re: <u>Wanda R, Williams</u> Include Signed & Notarized Authorization of Property Owner
Owner's Email Address (if known):	
Phone	#
Owner's Mailing Address: 134	Summer Winds Dr.
City: <u>Savannah</u>	State: <u>Ga</u> Zip Code: <u>31410</u>
Property Location: 634 b.	Race Path Rd. Property I. D: 04120005Ac
Proposed Road Access:	Race Path Rd.
	<u>AR-1</u> Proposed Zoning: <u>R-4</u>
Tax Map-Parcel # 412 -	5 A Total Acres: <u>17.67</u> Acres to be Rezoned: <u>17.6</u> 7
Lot Characteristics:	
WATER	SEWER
Private Well	Private Septic System
Public Water System	Public Sewer System
If public, name of supplier:	
Justification for Rezoning Amendmen	nt:
List the zoning of the other property	in the vicinity of the property you wish to rezone:
North <u>AR-1</u> South _/	<u>AR-1</u> East <u>AR-1</u> West <u>AR-1</u>
	FR-2 Rev 01132022

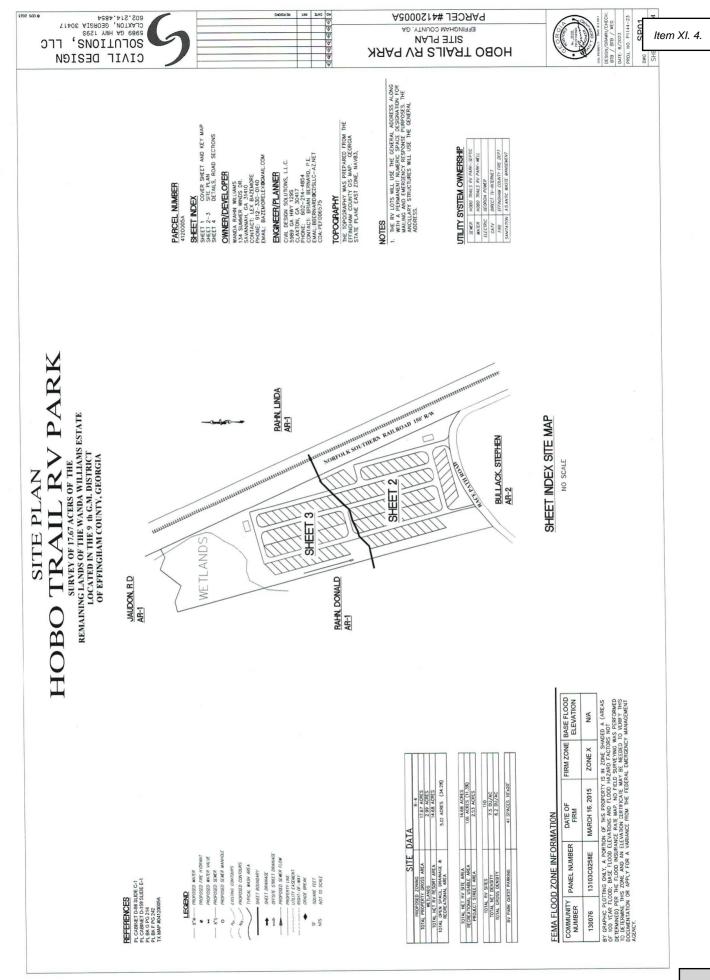
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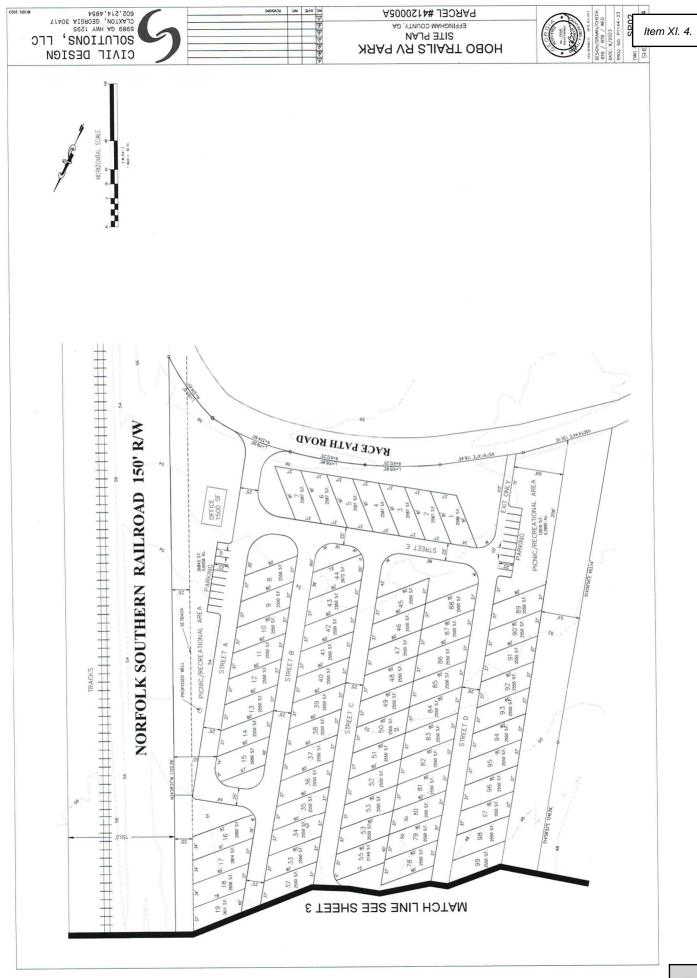
1. Describe the current use of the property you wish to rezone. beina used Vacan and anil ic nD 2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned? 0: 3. Describe the use that you propose to make of the land after rezoning. Vehicle sites tional Lecrea. 4. Describe the uses of the other property in the vicinity of the property you wish to rezone? residen tia Dines is agriculture and ast ly basiness. building scipports tha a inse 0 mix 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? RU sites to residents montly providina INP are 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? county water or sewer, not use tec OUV on existing street: burden ities, hor be G fac trapsid or ta occupy a site for up to 2 people to allow Si INV overnight, ther for schools. of limiting local the inse 8-7 _Date Applicant Signature:

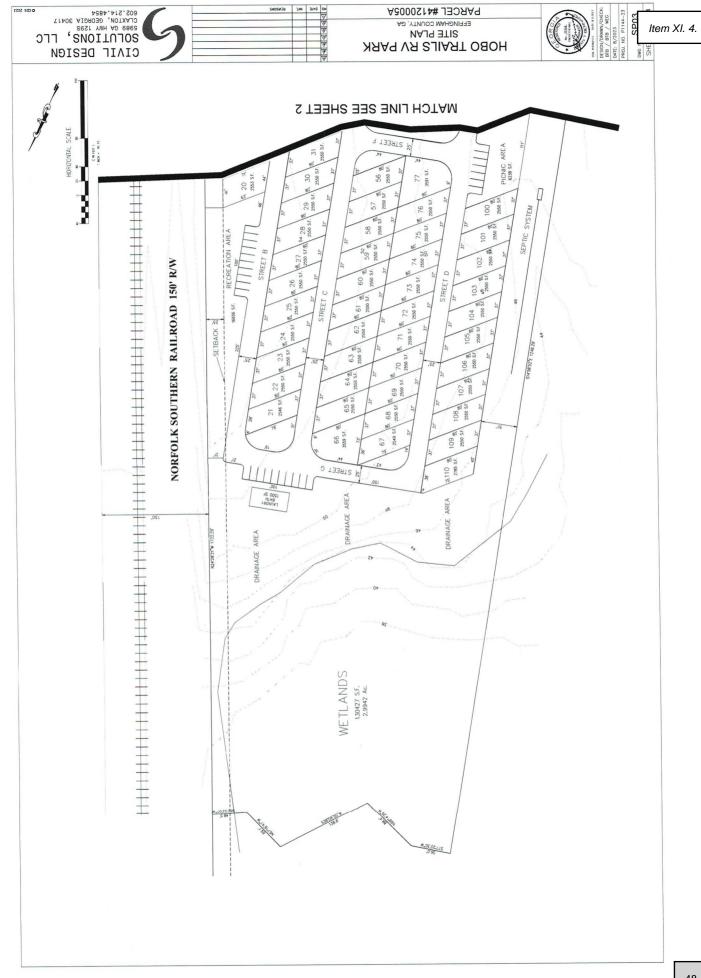
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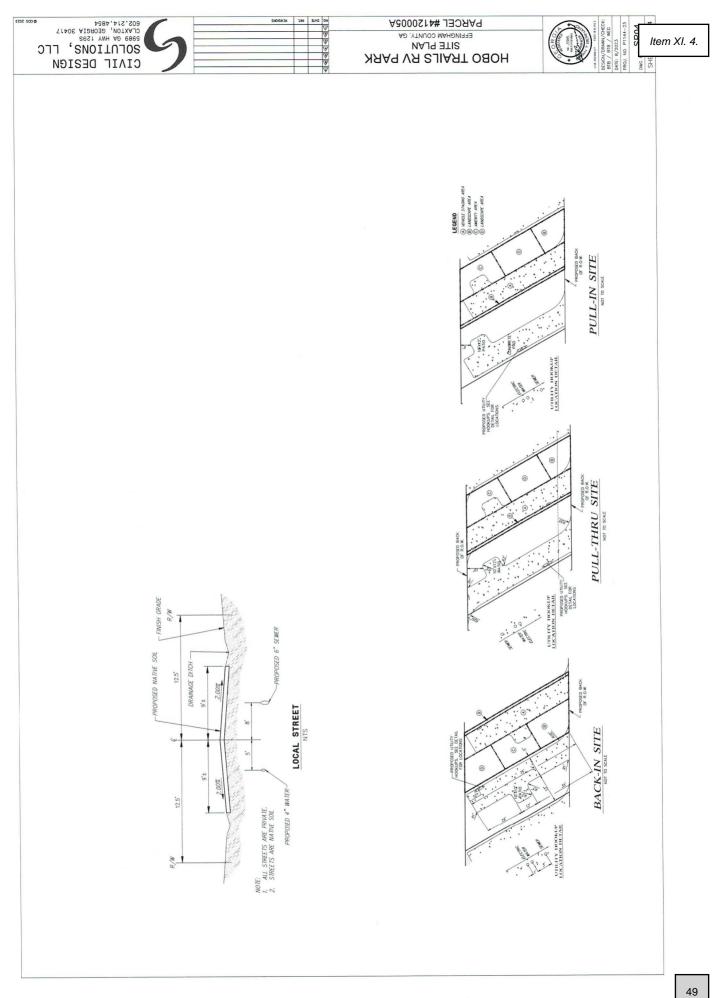


Traverse PC









BUSINESS PLAN

HOBO Trails Race Path Rd. Effingham County, GA 2023

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

The Ownership

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

The Management

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

The Goals and Objectives

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

The Products and Services

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

The Target Market

The Park's target market has the following characteristics:

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

Pricing Strategy

The Company will make use of an economy pricing strategy.

Capital Requirements

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

The Company

Business Sector

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

Company Goals and Objectives

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

Company Ownership Structure

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

Ownership Background

- Member: Shannon Bazemore
 Experience and training: 14 years as Paralegal, 8 years as SHRM Certified HR
 Professional, 5 years as District Attorney's Executive Assistant
- Member: Lex Bazemore Experience and training: 27 years of Construction, Marketing, Finance and High-Level Sales.
- Member: Wanda Rahn Williams
 35 years owner of Williams Seafood

Company Management Structure

The Company will be managed by Shannon and Lex Bazemore.

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

Company Assets

The Company has the following assets: *Business Plan*

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

The Products and Services

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

Future Products and Services

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

Marketing Plan

The Target Market

The Company's target market has the following characteristics:

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

Location Analysis

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

Pricing

The Company will make use of an economy pricing strategy.

Other pricing information: Lots including water and sewer are provided at a fair monthly rate, plus electricity metered at each site and paid on a monthly basis.

Advertising

The Company will promote the business through:

Social media

Business Plan

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

The annual budget for advertising is \$5000.00

Operations

Daily Operations See: Camper Licensing Agreement.

Financials

Capital Requirements

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

													ltem
5.7 - R-4 Planned manufactured home community districts.	It is the intent of county board of commissioners through the regulations of this article to provide separate areas for mobile home development. Separate areas are provided because mobile homes are constructed to different design standards than conventional dwelling units and the mixture of the two in close proximity has a destabilizing effect on both housing types. Separate areas for mobile home development also allow for greater density than is allowed in other residential districts.	Uses permitted by right include mobile home parks and mobile home subdivisions. Mobile home parks are developments in which individual mobile home parks are tevelopments in which individual mobile home pads are rented, leased or held in condominium ownership by occupants. Mobile home subdivisions are developments in which mobile home lots are individually owned as in conventional single-family subdivisions.	Recreational vehicle parks are permitted as conditional uses. It is the intent of this Code that recreational vehicle park facilities may not be mixed with mobile home parks or with mobile home subdivisions.	Development regulations in the mobile home district are intended to provide a reasonably spacious and well-designed environment which offers a desirable level of amenity.	5.7.1 Permitted uses.	5.7.1.1 Mobile home parks, including mobile homes located on individual sites, under common ownership.	5.7.1.2 Mobile home subdivisions, including mobile homes located on lots under individual ownership.	5.7.1.3 Family day care homes.	5.7.1.4 Utility and essential service facilities.	5.7.1.5 Enclosed storage for use by park or subdivision residents.	5.7.1.6 Outdoor storage areas for use by park or subdivision residents provided it is screened.	5.7.2 Conditional uses.	5.7.2.1 Churches, synagogues and other houses of worship.

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5.7.2.2 Day care centers.

5.7.3 Uses permitted accessory to mobile home dwelling units. Any use typically incidental to a principal use permitted by right or as a 5.7.4 Structures accessory to individual mobile home dwelling units. Accessory structures permitted in required setback areas: 5.7.2.3 Recreational vehicle parks, provided that no recreational vehicle occupies a site for more than 180 consecutive days. 5.7.6 Structures accessory to mobile home parks, mobile home subdivisions and recreational vehicle parks. 5.7.6.1 Decks, patios, porches, terraces and walkways not greater than 12 inches above grade. 5.7.5 Accessory structures permitted in conformance with mobile home unit setbacks. conditional use when conducted as an accessory to such principal use: Accessory structures permitted in required perimeter setback areas. 5.7.3.2 Golf courses and other recreational facilities. 5.7.5.1 Carports, attached or detached. 5.7.5.2 Garages, attached or detached. 5.7.6.3 Driveways and parking areas. 5.7.4.1 Driveways and parking areas. 5.7.6.4 Fences and garden walls. 5.7.4.2 Fences and garden walls. 5.7.3.1 Home based businesses. 5.7.1.3 Screen enclosures. 5.7.1.4 Storage sheds. 5.7.6.2 Docks.

5.7.6.5 Parking lots.

5.7.6.6 Pumps.

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

5.7.6.8 Signs.

5.7.7 Accessory structures permitted in conformance with perimeter setbacks.

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

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

5.7.3 Boat houses.

5.7.7.4 Carports, attached or detached.

5.7.7.5 Community buildings, including a park office.

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

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

5.7.7.8 Emergency shelters.

5.7.7.9 Garages, attached or detached.

5.7.7.10 Greenhouses.

5.7.7.11 Laundry buildings.

5.7.7.12 Parking structures.

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

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5.7.7.17 Storage areas, paved.

5.7.7.18 Storage buildings.

5.7.7.19 Swimming pools, in ground or above ground.

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

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

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

Minimum perimeter setback20 feet

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

5.7.10 Recreation space requirements.

5.7,10.1 Minimum percent of total mobile home park, mobile home subdivision or recreational vehicle park devoted to recreation space = seven percent.

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

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

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

 5.7.10.5 Minimum separation of active recreation area from any mobile home site = 30 feet. 5.7.10.6 Developers of new mobile home parks, mobile home subdivisions or recreational vehicle parks shall provide an onsite structure(s) to shelter the development's projected hurricane season population. Such shelters may include, but not be limited to, clubhouses and recreation centers. 5.7.11 Underground placement of utilities required. All utilities distribution and collection systems, including water supply, sewage disposal, electricity, gas, telephone and television cable, shall be placed underground. 5.7.12 Water and sewer facilities. Community wells or public water required. No individual wells allowed. Mobile homes may not share a septic system. If public sewer is not available then lots must meet health department size regulations to accommodate individual septic systems. 5.7.13 Development regulations specific to mobile home parks and mobile home subdivisions. 5.7.13 Liste and density regulations. 	Minimum development area = 20 acres Maximum number of mobile home dwelling units per gross acre = seven units 5.7.13.2 Access requirements. Minimum number of access points = two 5.7.13.3 Internal street construction rquirements. Internal streets which are dedicated to public use shall be constructed according to Effingham County Regulations.	<i>5.7.13.4 Internal street width requirements.</i> Right-of-way and pavement widths for internal streets which are dedicated to public use shall be determined according to the standards contained in the county's subdivision regulations. Right-of-way and pavement widths for internal streets which are reserved for private use shall be determined according to function, anticipated traffic volumand subject to site plan approval, provided that no right-of-way or pavement shall be less than as follows:
ion area s, mobile rojected in cable, hen lots <i>ile home</i>	ng units per gross acre = seven units <i>nts</i> . Internal streets which are dedic	ight-of-way and pavement widths fc dards contained in the county's sub ved for private use shall be determi d that no right-of-way or pavement :
 5.7.10.5 Minimum separation of active recreation area from any mobile home site = 30 feet. 5.7.10.6 Developers of new mobile home parks, mobile home subdivisions or recreational vel structure(s) to shelter the development's projected hurricane season population. Such shutch buses and recreation centers. 5.7.11 Underground placement of utilities required. All utilities distribution and collection syste disposal, electricity, gas, telephone and television cable, shall be placed underground. 5.7.12 Water and sewer facilities. Community wells or public water required. No individual well a septic system. If public sewer is not available then lots must meet health department size regisentic systems. 5.7.13 Development regulations specific to mobile home parks and mobile home subdivisions. Development area regulations. 5.7.13.1 Size and density regulations. 	 Minimum development area = 20 acres Maximum number of mobile home dwelling 5.7.13.2 Access requirements. Minimum number of access points = two 5.7.13.3 Internal street construction rquirement Effingham County Regulations. 	<i>5.7.13.4 Internal street width requirements.</i> Right-of-way and pavement widths for internal streets which are shall be determined according to the standards contained in the county's subdivision regulations. Right-owidths for internal streets which are reserved for private use shall be determined according to function, a and subject to site plan approval, provided that no right-of-way or pavement shall be less than as follows:

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

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

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

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

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

5.7.16.1 Minimum lot area = 4,000 square feet.

5.7.16.2 Minimum lot width = 40 feet.

5.7.17 Mobile home unit setback requirements.

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

5,7,17,2 Minimum interior side setback = five feet.

5.7.17.3 Minimum rear setback = ten feet.

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

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

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

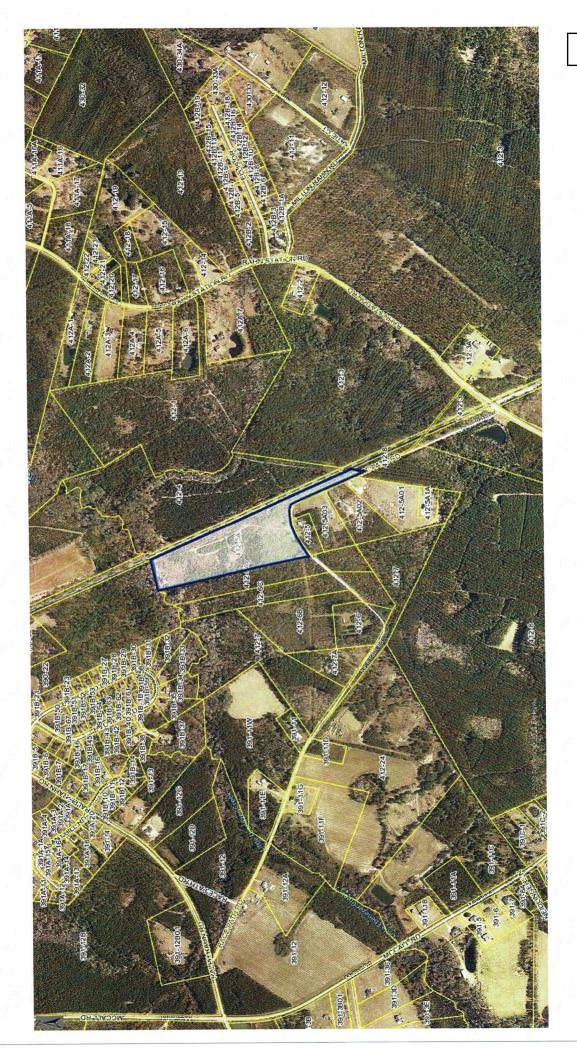
 Minimum separation between some up on the momentaneous and on the set in side or side and end = ten feet. Minimum end-to-end and corner-to-corner separation between mobile homes = ten feet. Minimum separation between noncombustible appurtenances (such as screen rooms, awnings, carports and accessory storage buildings) measured perpendicularly to sides and ends = six feet. Minimum setback of permanent buildings and mobile home units from perimeter boundaries = five feet.* An existing mobile home located closer than five feet to a perimeter boundary may be replaced with another unit at the same location. <i>5.7.24 Mobile home district development regulations specific to recreational vehicle parks.</i> Minimum recreational vehicle park size and density regulations. <i>5.7.24.1 Recreational vehicle park size and density regulations.</i> Minimum recreational vehicle park size and density regulations. Minimum area of vehicle site = 15 acres. Minimum area of vehicle site = 2500 square feet. Minimum width of vehicle site = 25 feet.
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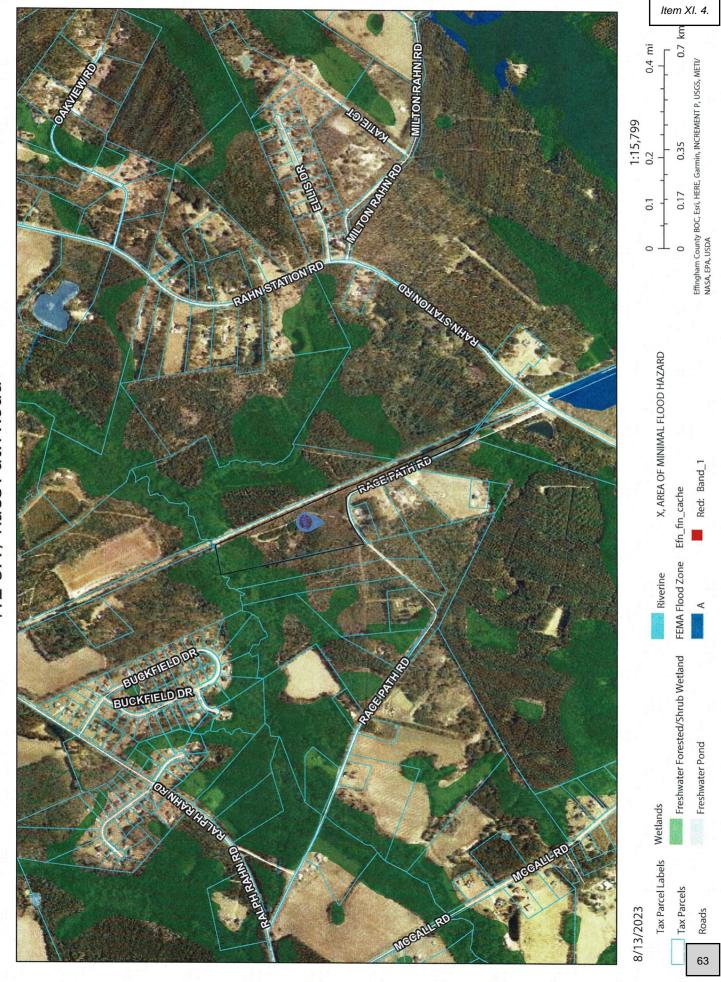
n pavement width = 18 feet.
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- convenient distance from all vehicle sites and shall be collected and placed in one or more central containers daily. Collection 5.7.24.4 Central refuse collection requirements. All refuse shall be stored in water- and pest-proof containers located within a from central containers shall be in accordance with the collection schedule [of] Effingham County.
- at least one for every 75 vehicle sites or fractional part thereof. Such sanitary stations shall be separated from any vehicle site by a may be provided at each vehicle site or at central sanitary stations. Central sanitary stations, if used, shall be provided at a ratio of minimum distance of 50 feet and shall be suitably screened from other activities by visual barriers such as fences, walls or natural 5.7.24.5 Individual or central sewage disposal system requirements. Facilities for disposal of liquid wastes from vehicle holding tanks barriers.
- 5.7.24.6 Site plan review. A site plan shall be submitted with applications for a permit to construct a recreational vehicle park. The site plan shall include complete engineering plans and specifications in sufficient detail to demonstrate full compliance with all applicable provisions of this land development code and other applicable municipal ordinances.

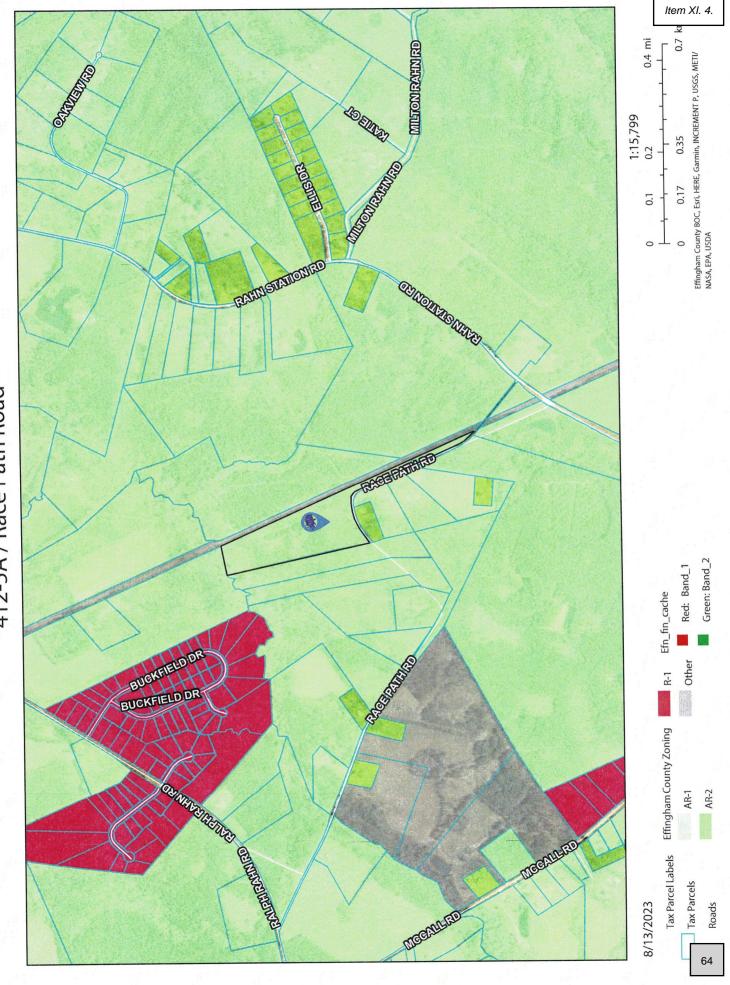
(Amend. of 4-4-00(21); Amend. of 4-16-02; Amend. of 10-21-04, § 5; Ord. of 9-7-10, § 1)







412-5A / Race Path Road



412-5A / Race Path Road

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9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

Yes

Yeş

Yes

Yes

Yes

Yes

Yes

Yes

No?

No?

The Effingham County Planning Commission recommends:

APPROVAL____

DISAPPROVAL

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

- No? 1. Is this proposal inconsistent with the county's master plan?
- No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
 - 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
 - 7. Are nearby residents opposed to the proposed zoning change?

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

#15- Ryan

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____

DISAPPROVAL

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

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
 - No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

#15-A1an

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____

DISAPPROVAL

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

es	3 8?	. Is this proposal inconsistent with the county's master plan?
es	No ?	2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
refs	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?
es	No ?	4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
es	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?
es	No ?	6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
Las	No ?	7. Are nearby residents opposed to the proposed zoning change?
es	No ?	8. Do other conditions affect the property so as to support a decision against the proposal?



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

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



- Yes) No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- (Yes) No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Ves No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes) No? 7. Are nearby residents opposed to the proposed zoning change?

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

#15 - Brad 68

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____

DISAPPROVAL

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

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?

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

18H HIS-Peter

Subject:2nd Reading – Zoning Map AmendmentAuthor:Chelsie Fernald, Senior PlannerDepartment:Development ServicesMeeting Date:January 16, 2024Item Description:Lex Bazemore as Agent for Wanda R. Williams requests to rezone 17.67 acres from AR-1 to R-4 with the conditional use to allow for an RV park. Located on Race Path Road. [Map# 412Parcel# 5A]

Summary Recommendation

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

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Section 5.7.2.3 allows for *Recreational vehicle parks, provided that no recreational vehicle occupies a site for* more than 180 consecutive days.
- Citizen reports to Development Services state that existing RV parks frequently have wait lists, and are not available for occupation for months.
- Due to the fact that occupation of an RV is prohibited outside of R-4 zoning, Code Enforcement frequently responds to complaints of illegal RV occupation.
- Staff was unable to identify R-4 rezoning more recent than 2007 (Whispering Pines, Hodgeville Road).
- The proposed development will next be required to submit a sketch plan for review and approval.
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
 - Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?
 - At the Technical Review Committee meeting for this project, EOM's constructive comment on roads was limited to the need for an upgrade to a commercial access/driveway for an RV park.
 - No applicable agencies other than EOM have submitted comment or concern.
 - Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
 - No TIA has been conducted.
 - Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?
 - The property is currently undeveloped.
 - Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
 - The surrounding area is within the AR zoning districts, with a nearby R-1 subdivision, and a surface mine. This composition is compatible with other residential zoning.
 - Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
 - The zone change should not impact the use of nearby properties.
 - Do other conditions affect the property so as to support a decision against the proposal?
 - The applicant will have to obtain EPD permitting for water/sewer systems.

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- - Increase in traffic
 - o Devaluation of property
 - Condition of Racepath Road
 - Burden to internet access
- At the September 12, 2023 Planning Board meeting, Brad Smith made a motion for approval. The motion was seconded by Alan Zipperer, and failed with a vote of 2-3.
- Peter Higgins made a motion for denial, which was seconded by Ryan Thompson and carried 3-2, Brad Smith and Alan Zipperer opposing.
- At the October 3, 2023 Board of Commissioners meeting, Commissioner Loper made a motion for approval with staff recommendation. There was not a second and the motion died.
- Mr. Lex Bazemore asked the board if the item could be tabled.
- Commissioner DeLoach made a motion to table the item to the November 7, 2023 Board of Commissioners meeting; Commissioner Loper second and it carried unanimously.
- At the November 7, 2023 Board of Commissioners meeting this item was tabled to the December 5, 2023 Board of Commissioners meeting.
- At the December 5, 2023 Board of Commissioners meeting this item was tabled to the January 16, 2024 Board of Commissioners meeting.

Alternatives

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

Recommended Alternative: 1

Department Review:Development ServicesAttachments:1.Zoning Map Amendment

FUNDING: N/A

Other Alternatives: 2

Item XI. 5.

STATE OF GEORGIA EFFINGHAM COUNTY

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

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

authority thereof:

WHEREAS, LEX BAZEMORE AS AGENT FOR WANDA R. WILLIAMS has filed an application to rezone seventeen and

sixty-seven hundredths (17.67) +/- acres; from AR-1 to R-4 with conditional use to allow for an RV park; map and parcel number

412-5A, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on January 16, 2024 and notice of said hearing having been published in the

Effingham County Herald on September 8, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been

published in the Effingham County Herald on August 23, 2023; and

IT IS HEREBY ORDAINED THAT seventeen and sixty-seven hundredths (17.67) +/- acres; map and parcel number 412-

5A, located in the 4th commissioner district is rezoned from AR-1 to R-4 with conditional use for an RV park, with the following

conditions:

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

This _____, 20____,

BOARD OF COMMISSIONERS EFFINGHAM COUNTY, GEORGIA

BY:

WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON COUNTY CLERK

Staff Report

Subject:	FY 2024 Budget Amendment
Author:	Mark W. Barnes, Finance Director
Department:	Finance Department
Meeting Date:	1/16/24
Item Description:	Consideration to approve an amendment to the FY 2024 budget.

Summary Recommendation:

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

Executive Summary:

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

Background:

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

The budget amendment attached reflects the following changes:

- 1. Allocating additional funding for the prison oven replacement, since the quoted price is a little over the original \$9,000 budget.
- 2. Allocating the funding received from the Gang Activity Prosecution (GAP) grant towards a software package for ECSO.
- 3. Allocating funding towards a mandatory license fee for the E911 call logger equipment, due to Motorola upgrading the SEGARRN core for the radio system.
- 4. Allocating funding towards the purchase of two dump trucks that were originally in the FY 2023 budget, but due to lead time issues the trucks didn't arrive until FY 2024.

Alternatives for Commission to Consider:

- 1. Approve the resolution to amend the budget for FY 2024.
- 2. Do not approve the resolution.

3. Provide staff with direction.

Recommended Alternative:

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

Other Alternatives: N/A

Department Review: Finance

Funding Source: Multiple

Attachments: FY 2024 budget amendment resolution

State of Georgia County of Effingham

RESOLUTION TO AMEND THE FY 2024 BUDGET

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

DEPT	DEPT NAME	ACCT NAME	ACCT NO.	TYPE	AMOUNT	DESCRIPTION
322	PRISON	OTHER EQUIPMENT	100-3420-016-54-2502	EXP	1500.00	to allocate additional funding for oven replacement
322	PRISON	CASH CARRY FORWARD	100-13-4201	FB	-1500.00	to allocate fund balance for oven replacement
322	ECSO	COMPUTER MAINT. AGREEMNTS	100-3310-017-52-2208	EXP	40000.00	to allocate GAP grant to analytics software package
322	ECSO	GANG ACTIVITY PROSECUTION G	100-33-1132	REV	-40000.00	to allocate GAP grant revenue
035	E911	MAINT. CONTRACTS	215-3800-035-52-2208	EXP	18000.00	to allocate funding for call logging machine contract
035	E911	911 REVENUE - GEORGIA DEPT O	215-34-2505-60	REV	-18000.00	to allocate funding for call logging machine contract
322	SPLOST 2021	CEM COMPLEX PHASE 2	322-6110-322-54-1201	EXP	-338000.00	to re-allocate funding for dump trucks
322	SPLOST 2021	DUMP TRUCKS	322-4208-322-54-2200	EXP	338000.00	to allocate funding for dump trucks
					0.00	net entries

This amendment allocates funding for a new prison oven, the GAP grant software package project, the license fee for the E911 call logging equipment contract, and for the purchase of two dump trucks.

Approved this _____day of _____ 2024.

Attest:

Stephanie D. Johnson, County Clerk

Wesley M. Corbitt, Chairman

Staff Report	
Subject:	Proposed increase to jury duty pay
Author:	Mark W. Barnes, Finance Director
Department:	Clerk of Courts, prepared by Finance Department
Meeting Date:	1/16/2024
Item Description:	Consideration to approve an increase in the daily pay and per diem pay of jurors.

Summary Recommendation:

The Grand Jury convened in December, and through the Clerk of Courts and per Georgia code §15-12-7, the Grand Jury requests and recommends that ECBOC approves increasing jury selection and jury duty pay from \$25 per day to \$40 per day and increasing the daily per diem rate from \$7 per day to \$10 per day.

Executive Summary:

Georgia is one of many states wherein state law does not dictate a fixed amount that counties must pay for jury duty. Rather, Georgia code §15-12-7 dictates the minimum and maximum that juries can be paid: the minimum is \$5 per day and the maximum is \$50 per day. Further, this code section stipulates that any increases in juror compensation must be approved by the governing authority of the county.

Currently, all jurors (and potential jurors undergoing jury selection) are paid \$25 per day, and when they stay after 11:00 AM they are paid \$7 per diem, for a total maximum of \$32 per day. The Grand Jury's proposed new rates are \$40 per day with a \$10 per diem, for a daily maximum total of \$50.

The County first started paying this \$32 daily maximum in 2003. Per the inflation calculator on the Federal Reserve Bank of Minneapolis's website, \$32 in 2003 would equate to \$52.70 in 2023.

The Superior Court spent approximately \$60,000 in juror fees in FY 2023, this proposed increase would bring that to roughly \$90,000 if it had been in effect for that fiscal year.

Bulloch County currently pays \$33 - \$40 per day, depending on various factors.

Chatham County currently pays \$15 for attending jury selection, and \$30 per day for sworn jurors.

Alternatives for Commission to Consider:

- 1. Approve increasing the daily jury duty pay to \$40, and the daily per diem to \$10.
- 2. Do not approve any increase.
- 3. Approve a different increase.
- 4. Provide staff with direction.

Recommended Alternative:

The Grand Jury recommends Alternative number 1 – Approve increasing the daily jury duty pay to \$40, and the daily per diem to \$10.

Other Alternatives: N/ADepartment Review: Clerk of Courts, FinanceFunding Source: General FundAttachments: Georgia Code §15-12-7

Go to previous versions of this Section

2022 Georgia Code Title 15 - Courts Chapter 12 - Juries Article 1 - General Provisions § 15-12-7. Compensation of Court Bailiffs and Expense Allowance for Trial or Grand Jurors

Universal Citation: GA Code § 15-12-7 (2022)

- a. The first grand jury impaneled at the fall term of the superior courts of the several counties shall fix:
 - The compensation of court bailiffs in the superior courts of such counties for the next succeeding year, such compensation not to be less than \$5.00 per diem. The same compensation shall be allowed to bailiffs of the several state courts and special courts as is allowed bailiffs in the superior court of the county in which the state or special court is located;
 - 2. An expense allowance for trial or grand jurors in the superior courts of such counties for the next succeeding year not to be less than \$5.00 nor to exceed \$50.00 per diem. The same expense allowance shall be allowed to jurors of the several state courts and special courts as is allowed jurors in the superior court of the county in which the state or special court is located; and
 - 3. An expense allowance for grand jurors, such expense allowance not to be less than \$5.00 nor to exceed \$50.00 per diem.

Item XII. 2.

b. Any increase in the compensation of court bailiffs or increases in expense allowances for jurors fixed by a grand jury shall be subject to the approval of the governing authority of the county.

History. Orig. Code 1863, § 3846; Code 1868, § 3866; Ga. L. 1871-72, p. 47, § 4; Code 1873, § 3940; Ga. L. 1878-79, p. 190, § 1; Code 1882, § 3940; Ga. L. 1890-91, p. 80, § 1; Ga. L. 1895, p. 74, § 1; Penal Code 1895, § 872; Penal Code 1910, § 876; Ga. L. 1919, p. 104, § 1; Code 1933, § 59-120; Ga. L. 1946, p. 72, § 1; Ga. L. 1957, p. 43, § 1; Ga. L. 1966, p. 442, § 1; Ga. L. 1971, p. 205, § 1; Ga. L. 1972, p. 1132, § 1; Ga. L. 1974, p. 325, § 1; Ga. L. 1975, p. 684, § 1; Ga. L. 1979, p. 601, § 1; Ga. L. 1981, p. 685, § 1; Ga. L. 1984, p. 616, § 1; Ga. L. 1989, p. 242, § 1; Ga. L. 1995, p. 790, § 1; Ga. L. 1999, p. 836, § 1; Ga. L. 2000, p. 1587, § 1; Ga. L. 2008, p. 168, § 1/HB 1086; Ga. L. 2011, p. 59, § 1-8/HB 415; Ga. L. 2014, p. 862, § 5/HB 1078.

The 2014 amendment, effective April 29, 2014, inserted "trial or grand" near the beginning of the first sentence of paragraph (a)(2).

Cross references.

Compensation of grand jurors and trial jurors, Ga. Const. 1983, Art. I, Sec. I, Para. XI.

Discrimination against employee for attending a judicial proceeding in response to a court order or process, § 34-1-3 .

Editor's notes.

Ga. L. 2011, p. 59, § 1-1/HB 415, not codified by the General Assembly, provides: "This Act shall be known and may be cited as the 'Jury Composition Reform Act of 2011.'"

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Staff Report

Subject:	Proposed increase to Board of Equalization compensation
Author:	Mark W. Barnes, Finance Director
Department:	Clerk of Courts, prepared by Finance Department
Meeting Date:	1/16/24
Item Description:	Consideration to approve an increase in the daily compensation and lunch pay of members of the Board of Equalization.

Summary Recommendation:

The Grand Jury convened in December, and through the Clerk of Courts and per Georgia code § 48-5-311 (2022), the Grand Jury requests and recommends that ECBOC approves increasing Board of Equalization compensation from \$50 per day to \$90 per day and increasing the lunch pay from \$10 per day to \$15 per day.

Executive Summary:

Georgia code § 48-5-311 (2022) states that BoE compensation shall be at least \$25 per day and shall be determined by the county governing authority. No specific allowance for meals is made, although the County elected to provide compensation for meals some years ago. With meals included, the County currently pays a total of \$60 per day to BoE members. The proposed increase would bring that total to \$105 per day.

The current combined total of \$60 per day has been in effect since at least 2008. Using the Federal Reserve Bank of Minneapolis's inflation calculator, this rate in 2008 would be \$84.42 in 2023 dollars.

In busy years, the County has spent approximately \$3,500 annually on BoE compensation. With this proposed increase, that annual figure would be about \$6,125.

Bulloch County currently pays their BoE members \$50 per day, while Chatham pays \$100 per day.

Alternatives for Commission to Consider:

- 1. Approve increasing the daily jury duty pay to \$90, and the daily per diem to \$15.
- 2. Do not approve any increase.
- 3. Approve a different increase.
- 4. Provide staff with direction.

Recommended Alternative:

The Grand Jury recommends Alternative number 1 – Approve increasing the Board of Equalization daily pay to \$90, and the lunch pay to \$15.

Other Alternatives:

N/A

Department Review: *(list departments)* Clerk of Courts, Finance

Funding Source: General Fund

Attachments:

N/A

RESOLUTION OF THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY DECLARING THE RESULTS OF AN ELECTION HELD ON NOVEMBER 7, 2023 AND CERTIFICATE OF ELECTION SUPERINTENDENT

WHEREAS, the Board of Commissioners of Effingham County (the "Board of Commissioners"), adopted a resolution on September 19, 2023, to impose, levy, and collect a single-county one percent transportation special purpose local option sales and use tax (the "Transportation Sales Tax") and to authorize the issuance of general obligation debt of Effingham County (the "County"), conditioned upon approval by a majority of the qualified voters residing within the County voting in an election thereon to be held on November 7, 2023; and

WHEREAS, a copy of said resolution was delivered to the Chairman of the Board of Elections and Registration of Effingham County, as election superintendent for the County (the "Election Superintendent"), who issued a call for the election; and

WHEREAS, the Election Superintendent caused notice of said election to be published in the newspaper published in the County in which sheriff's advertisements for the County are published, notifying the qualified voters of the County that on November 7, 2023, an election would be held (the "Election"), said notice having been published for the time and in the manner and containing the specifications and information required by law; and

WHEREAS, the Election was held on November 7, 2023, in accordance with said resolution, call, and notice, and the several managers of the election brought in the returns from the Election as required by law and these officers calling the Election, in the presence of and together with the several managers, consolidated the returns and the results thereof; and

WHEREAS, the consolidated returns found the results of the Election to be as follows:

ONE PERCENT TSPLOST

Shall a special one percent sales and use tax be imposed in the special district of Effingham County for a period of time of five years and for the raising of an estimated amount of \$120,000,000.00 (One Hundred Twenty Million Dollars) for <u>2,464</u> YES funding transportation purposes for Effingham County, the City of Guyton, the City of Rincon, and the City of Springfield?

2,176 NO If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Effingham County in the principal amount of \$60,000,000.00 (Sixty Million Dollars) for the above purposes.

WHEREAS, a copy of the Election Summary Report and Consolidated Returns filed by the Election Superintendent with the office of the Secretary of State and the Commissioner of the Georgia Department of Revenue is attached hereto and made a part hereof as <u>Exhibit A</u>; and

WHEREAS, a majority of the qualified voters of the County voting in the Election voted in favor of the question which gives approval for the imposition of the Transportation Sales Tax and the issuance of general obligation debt of the County in the principal amount not to exceed \$60,000,000.

NOW, THEREFORE, BE IT RESOLVED AND CERTIFIED AS FOLLOWS:

1. To the extent that the Board of Commissioners may be considered as one of the officers ordering the Election under the provisions of Official Code of Georgia Annotated § 38-82-2, or any other provisions of law which may be deemed applicable, the Board of Commissioners does hereby declare the results of the Election to be in favor of the question set forth above, which constitutes approval of the Transportation Sales Tax and of the issuance of general obligation debt of the County in the principal amount not to exceed \$60,000,000.

2. The consolidated returns of the Election and this resolution shall be entered upon the minutes of this meeting of the Board of Commissioners.

3. The Election Superintendent has prepared copies of the consolidated returns and certified and filed the same as required by law.

4. The Election Superintendent has complied with all other applicable provisions of the Georgia Election Code.

5. The issuance of general obligation debt having been duly approved, ratified and confirmed, statutory notice that effect shall be served upon the District Attorney of the Ogeechee Judicial Circuit of Georgia, and such notice shall be executed on behalf of the Board of Commissioners by its Chairman and that said District Attorney may, as provided by law, institute proceedings to have such general obligation debt validated.

RESOLUTION APPROVED AND ADOPTED, this January _____, 2024.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

BY:

WESLEY CORBITT, CHAIRMAN

ATTEST:

[COUNTY SEAL]

Exhibit A

ELECTION SUMMARY REPORT AND CONSOLIDATED RETURNS

[Attached.]

CLERK'S CERTIFICATE

The undersigned Clerk of the Board of Commissioners of Effingham County (the "Board of Commissioners"), keeper of the records and seal thereof, hereby certifies that the foregoing is a true and correct copy of a resolution approved and adopted by majority vote of the Board of Commissioners in meeting assembled on January 16, 2024, the original of which resolution has been entered in the official records of the Board of Commissioners under my supervision and is in my official possession, custody, and control.

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

(S E A L)

Clerk

CERTIFICATE OF ELECTION SUPERINTENDENT

The undersigned Chairman of the Board of Elections and Registration of Effingham County, as Election Superintendent for Effingham County, hereby certifies that a duplicate of the foregoing resolution has been entered in the official records of my office and that the returns described therein and the result of the election as described therein are true and correct.

This _____, 2024.

Thomas Allen, Chairman Board of Elections and Registration, as Election Superintendent



CERTIFICATION OF RETURNS General Election November 7, 2023

COUNTY OF <u>EFFINGLAM</u> STATE OF GEORGIA

Upon certification:

We, the undersigned Board of Elections/Registrars, Superintendent/Supervisor of Elections and designees, do jointly and severally certify that the attached Election Results Summary is a true and correct count of the votes cast in this County for the candidates in the General Election.

senn

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In TESTIMONY WHEREOF, we have hereunto set our hand, in ink, and official seal this ______ day of _NOVEMBER ______, 2023.

Attest:

Seal

Superintendent/Supervisor of Elections

ATTACH EMS ELECTION SUMMARY/STATEMENT OF VOTES CAST

Attach copies to this consolidated certification and summary report and provide as follows:

1. Original: Secretary of State

2. Copy: Posted at the Elections Office

3. Copy: File in the permanent record in the Superintendent's Office

4. Copy: Clerk of Superior Court (Sealed) Pursuant to O.C.G.A § 21-2-500

Pursuant to O.C.G.A § 21-2-497

The formatting of this document may not be altered in any way

Election Summary Report

General Election

Effingham

November 07, 2023

Summary for: All Contests, All Districts, All Tabulators, All Counting Groups 11.07.2023 ESR Official and Complete

Elector Group	Counting Group	Ballots	Voters	Registered Voters	Turnout
Total	Elections Day	3,653	3,653	***********	8.00%
	Advance Voting	959	959		2.10%
	Absentee by Mail	52	52		0.11%
	Provisional	0	0		0.00%
	Total	4,664	4,664	45,651	10.22%

Precincts Reported: 20 of 20 (100.00%)

Registered Voters: 4,664 of 45,651 (10.22%)

Ballots Cast: 4,664

Mayor - Guyton (Vote for 1) NP

Precincts Reported: 2 of 2 (100.00%)

		Elections Day	Advance Voti	Absentee by	Provisional	Total	
Times Cast		346	152	9	0	507 / 1,887	26.87%
Candidate	Party	Elections Day	Advance Voting	Absentee by Mail	Provisional	Total	
Russ Deen (Incumbent)		116	62	3	0	181	
Michael A. Garvin		127	. 30	2	0	159	
Andy Harville		102	60	4	0	166	
Total Votes		345	152	9	0	506	
		Elections Day	Advance Voting	Absentee by Mail	Provisional	Total	

City Councilmember - Springfield LRG (Vote for 3) NP

Precincts Reported: 4 of 4 (100.00%)

Page: 2 of 3

		Elections Day	Advance Voti	Absentee by	Provisional	Total	
Times Cast		103	86	0	0	189 / 1,782	10.61%
Candidate	Party	Elections Day	Advance Voting	Absentee by Mail	Provisional	Total	
Justin H. Cribbs (Incumbent)		62	48	0	0	110	
Leah Weston Perkins		49	48	0	0	97	
Steve Shealy (Incumbent)		64	58	0	0	122	والمراجع والمراجع والمراجع والمراجع
Gary E. Weitman (Incumbent)		69	63	0	0	132	
Total Votes		244	217	0	0	461	ala () (to observe () to b () (to observe)
		Elections Day	Advance Voting	Absentee by Mail	Provisional	Total	

Rincon - Councilmember (Vote for 3) NP

Precincts Reported: 6 of 6 (100.00%)

		Elections Day	Advance Voti	Absentee by	Provisional	Total	
Times Cast		796	115	6	0	917 / 6,862	13.36%
Candidate	Party	Elections Day	Advance Voting	Absentee by Mail	Provisional	Total	
Reese Browher (Incumbent)		339	43	4	0	386	
Pat Kirkland (Incumbent)		306	48	4	0	358	
Brandy Riley		456	65	4	0	525	
Michelle L. Taylor (Incumbent)		556	78	4	0	638	
Mona Underwood		481	66	2	0	549	
Total Votes		2,138	300	18	0	2,456	
		Elections Day	Advance Voting	Absentee by Mail	Provisional	Total	

Council Member - Post 1 (Vote for 1) NP

Precincts Reported: 2 of 2 (100.00%)

		Elections Day	Advance Voti	Absentee by	Provisional	Total	
Times Cast		346	152	9	0	507 / 1,887	26.87%
Candidate	Party	Elections Day	Advance Voting	Absentee by Mail	Provisional	Total	
Jeremiah Chancey		174	79	8	0	261	
T. Marshall Reiser (Incumbent)		161	71	1	0	233	
Total Votes		335	150	9	0	494	
		Elections Day	Advance Voting	Absentee by Mail	Provisional	Total	

Item XII. 4.

Council Member - Post 2 (Vote for 1) NP

Precincts Reported: 2 of 2 (100.00%)

		Elections Day	Advance Voti	Absentee by	Provisional	Total	
Times Cast		346	152	9	0	507 / 1,887	26.87%
Candidate	Party	Elections Day	Advance Voting	Absentee by Mail	Provisional	Total	
Theodore W. Hamby		180	93	5	0	278	
Hursula Wallace Pelote (Incumbent)		156	58	4	0	218	parameter ang dama mala si Para mila dan baran si
Total Votes		336	151	9	0	496	
		Elections Day	Advance Voting	Absentee by Mail	Provisional	Total	

T-SPLOST (Vote for 1) NP

Precincts Reported: 20 of 20 (100.00%)

		Elections Day	Advance Voti	Absentee by	Provisional	Total	
Times Cast		3,653	959	52	0	4,664 / 45,651	10.22%
Candidate	Party	Elections Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		1,860	573	31	0	2,464	
No		1,774	381	21	0	2,176	
Total Votes		3,634	954	52	0	4,640	
		Elections Day	Advance Voting	Absentee by Mail	Provisional	Total	

Staff Report

Subject:Final Plat Approval (Third District)Author:Chelsie Fernald, Planner IIDepartment:Development ServicesMeeting Date:January 16, 2024Item Description:Victoria Little as agent for Cubalene Briggs Estate, requests approval of
the final plat for an estate subdivision, Map #272 Parcel# 17

Summary Recommendation

Staff has reviewed the plat and recommends approval.

Executive Summary/Background

- The applicant has submitted a final plat for the estate subdivision that will subdivide the parcel into 7 tracts.
- Tracts 2A & 2B will be recombined with Map 272 Parcel 19.
- A 60' private access easement has been granted to the parcel that does not have road frontage (Tracts 2A, 2B, & Map/Parcel 272-19); all other parcels do have frontage onto County maintained roads.
- Per the Effingham County Future Land Use Map, this area is projected to be agriculture/residential.

Alternatives

- 1. Approve the final plat for Victoria Little as agent for Cubalene Briggs Estate
- 2. Take no action.

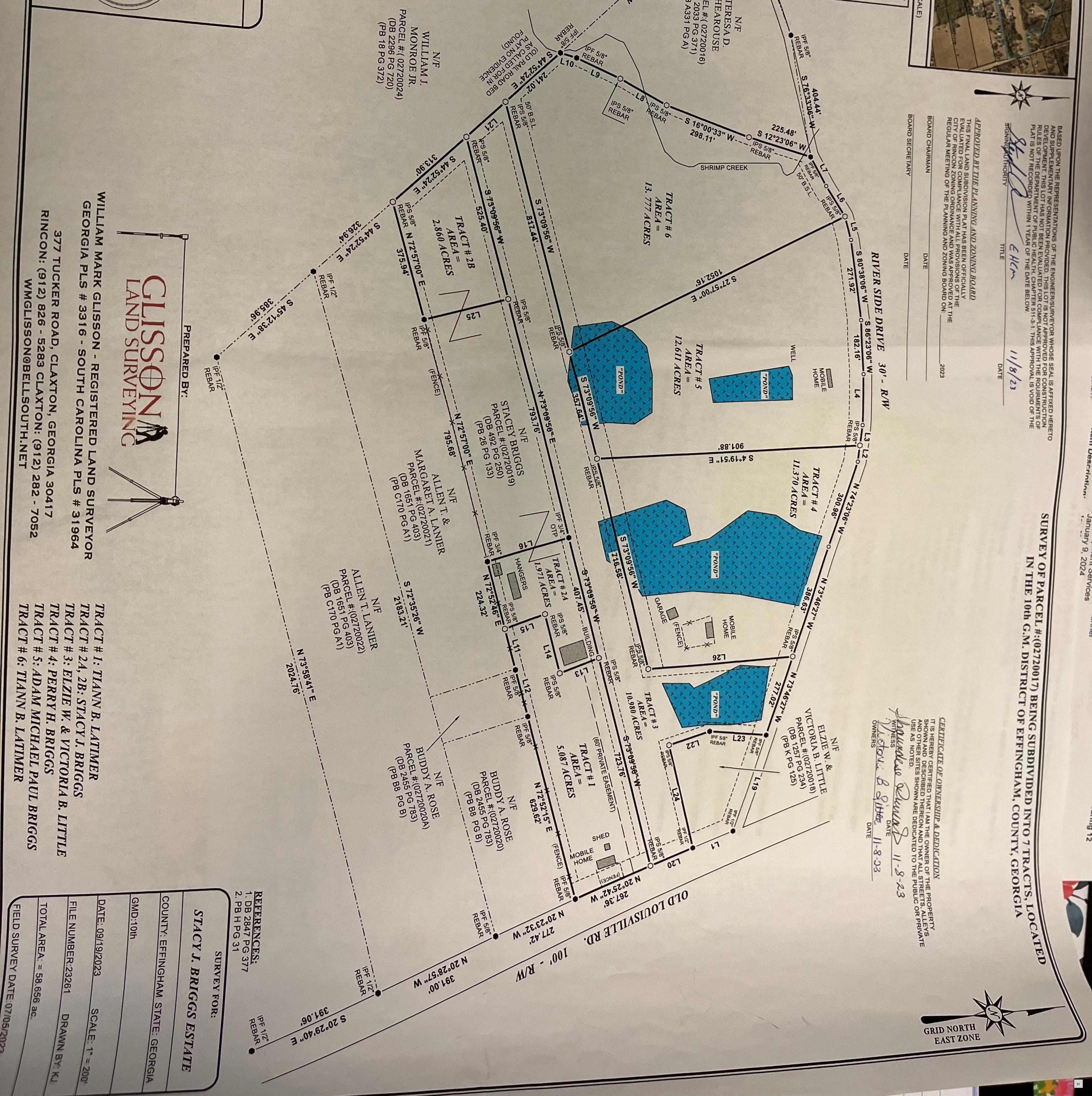
Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Final Plat

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Staff Report

Subject:	Annual update to Capital Improvements Element
Author:	Steve Candler, Director of Development Services
Department:	Development Services
Meeting Date:	January 16, 2024
Item Description:	

Consideration to approve a resolution transmitting the FY2023 Capital Improvement Element (CIE) annual update to the Coastal Regional Commission and the Department of Community Affairs for review.

Summary Recommendation:

Staff have updated the FY2023 Financial Report and Capital Improvements Element (CIE), and recommend approval of the resolution transmitting the documents to the Coastal Regional Commission for review.

Executive Summary/Background:

- Development Impact Fees are intended to ensure that adequate public facilities are available to serve new growth and development.
- The CIE annual update is a required report for all jurisdictions that collect impact fees, and includes a financial report and a schedule of improvements.
- The CIE annual update must be reviewed and approved by the Department of Community Affairs before it can be adopted by the Board of Commissioners.
- Adoption of the annual CIE update is necessary to maintain the county's Qualified Local Government status with the Department of Community Affairs.

Alternatives for Commission to Consider

- 1. Approve the resolution transmitting the FY 2023 CIE annual update for review.
- 2. Take no action

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: Finance Department; Development Services; EOM

Funding Source: No new funding requested.

Attachments:

- 1. Resolution to transmit the FY2023 CIE annual update.
- 2. 2023 CIE annual update
- 3. 2023 Financial Report

ANNUAL FINANCIAL REPORT FOR

FY 2023

ility ea FY	County Wide Roads & County Wide Parks County Wide Public & Recreation Safety	County Wide Parks & Recreation	County Wide Public Safety	Water	Sewer	TOTAL
(3) Beginning Impact Fee Fund Balace FY 2023		45,343.63	1	I	I	45,343.63
(4) Impact Fees Collected FY 2023						I
(4.1) Dept. of Transportation Reimbursement FY 2021						
(4.2) Interfund Paid						
(5) Accrued Interest FY 2023	1	36.28	1			36.28
(6) Project Expenditures FY 2023		1	T			
(7) Administrative Costs FY 2023						1
(8) Impact Fee Refunds FY 2023					ı	1
(9) Ending Impact Fee Fund Balance FY 2023		45,379.91	-	1	1	45,379.91

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45,379.91	45,379.91		
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(10) Impact Fees Encumbered FY 2023			
			94

STATE OF GEORGIA EFFINGHAM COUNTY

TRANSMITTAL RESOLUTION

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

WHEREAS, the Effingham County Board of Commissioners has developed an annual update to a Capital Improvements Element and Short Term Work Program; and

WHEREAS, the annual update of the Capital Improvements Element and Short Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a public hearing was held on January 16, 2024 in the Commissioners' Meeting Chambers.

NOW, THEREFORE, BE IT RESOLVED that the Effingham County Board of Commissioners does hereby submit this annual update of the Capital Improvements Element and Short Term Work Program covering the five-year period 2024-2028 to the Coastal Regional Commission of Georgia and the Georgia Department of Community Affairs for review, as per the requirements of the Georgia Planning Act of 1989.

Adopted this _____ day of ______, 20_____

BOARD OF COMMISSIONERS EFFINGHAM COUNTY, GEORGIA

BY:

WESLEY CORBITT, CHAIRMAN

ATTEST:

STEPHANIE JOHNSON COUNTY CLERK

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Capital
024-2028 C
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County
Effingham

Public Facility:				PUBLIC SAFETY	ЕТҮ	
Service Area:				COUNTYWIDE	DE	
Project Description	Start Date	End Date	Cost Estimate	IF %	Funding Source	Status/Remarks
Sheriff's Jail, Office Admin. Complex, Storage	2012	2024	\$16,425,000	25%	Jail Fund / SPLOST	Complete
Fire Vehicles/Apparatus	2015	2023	\$1,150,000	%0	Fire Fund / SPLOST	Complete
Berryville / Stillwell Fire Station	2015	2017	\$75,000	%0	Fire Fund/SPLOST	Complete
South Effingham Fire Station*	2015	2025	\$550,000	%0	Fire Fund	In Progress
Ardmore-Oakey Fire Station	2015	2020	\$75,000	%0	Fire Fund/SPLOST	Complete
EMS Vehicles/ Apparatus	2014	2024	\$650,000	%0	SPLOST	Complete

* Formerly known as Hodgeville / Ledessie Zeigler

Public Facility			R	ROADS & BRIDGES	IDGES	
Service Area	0			COUNTYWIDE	IDE	
Project Description	Start Date	End Date	Cost Estimate	IF %	Funding Source	Status/Remarks
Effingham Parkway	2016	2025	\$120,000,000	58%	58% I.F./SPLOST/GDOT/FED.	In Progress
Old River Road & 116 interchange	2010	2021	\$250,000	%0	FED/GDOT/SPLOST	Complete
Resurfacing	2014	2024	\$8,113,133	%0	SPLOST	Ongoing
Blue Jay Road & McCall	2012	2021	\$400,000	%0	SPLOST	Complete

Update
Element
Improvement
Capital
County 2024-2028
Effingham

		Status/Remarks	Complete	Cancelled.
EATION	DE	Funding Source	I.F./SPLOST	Pending
PARKS & RECREATION	COUNTYWIDE	IF %	14%	
PA		Cost Estimate	\$3,800,000	2017 \$79,000
		End Date	2023	2017
		Start Date	2014	2014
Public Facility	Service Area	Project Description	HWY 21 Recreation Complex/Gym Renovations Phase 1	Park Promenade/Ulmer Park

		Status/Remarks	Completed	LS#5 Completed LS#9 Completed LS#11 Completed	Completed
	UNINCORPORATED EFFINGHAM COUNTY	Funding Source	Pending	W/S fund	W/S fund
SEWER	RATED EFFI	IF %	%0	%0	%0
	UNINCORPC	Cost Estimate	\$5,000,000	\$270,000	\$75,000
		End Date	2017	2020	2024
		Start Date	2006	2014	2013
Public Facility	Service Area	Project Description	Old Augusta Rd.	Lift station #5, #11, #9 pump upgrades	Sprayfield upgrades

Public Facility				WATER	~	
Service Area			UNINCORPO	ORATED EFF	UNINCORPORATED EFFINGHAM COUNTY	
Project Description	Start Date	End Date	Cost Estimate	IF %	Funding Source	Status/Remarks
Loop from Greystone to Midland Rd.	2014	2017	\$680,000	%0	W/S fund	Complete
Loop from Emerald Plantation to Marlow Elem.	2015	2021	\$1,400,000	%0	W/S fund	In progress
County Line Booster Station	2014	2021	\$1,500,000	%0	W/S fund	Complete

Staff Report

Subject: Approval of Development Agreement for Phase 2 of the Northgate Project Author: Alison Bruton, Purchasing Agent Department: Public Works/Engineering Meeting Date: January 16, 2024 Item Description: Development Agreement

Summary Recommendation: Staff recommends Approval of the Development Agreement

Executive Summary/Background:

- This Development Agreement is between Effingham County, Greenland Developers, Inc. (developer for the project), Yellow Pine Properties, LLC. and P 51 Properties, LLC (owners).
- Phase 2 of the Northgate Industrial Development (Northgate Project) includes a roundabout at the intersection of Old Augusta Road and General Way. This project is consistent with the goals of the Effingham County Transportation Masterplan.
- This agreement sets the terms between the County and other parties regarding the design, development, and provision of water/sewer service, as well as the design and development construction of the intersection.
- This agreement has been reviewed by Effingham County Staff and approved to form by the Effingham County Attorney.

Alternatives for Commission to Consider

- 1. Approval of Development Agreement for Phase 2 of the Northgate Project
- 2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Attorney, County Manager, Development Services Director, Procurement/CP Manager

Funding Source: TSPLOST and Industrial Special Tax District

Attachments: Development Agreement and Exhibits

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DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into this _____ day of _______, 20232024 (the "Effective Date"), by and between Greenland Developers, Inc., a Georgia corporation ("Greenland"), Yellow Pine Properties, LLC, a Georgia limited liability company ("Yellow Pine") and P 51 Properties, LLC, a Georgia limited liability company ("P 51") (collectively, the "Owners") and all successors in title or assigns, and the Effingham County Board of Commissioners, the lawfully elected governing authority of Effingham County, a political subdivision of the State of Georgia (the "County"). Greenland and the County are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties").

RECITALS:

WHEREAS, P 51 and Yellow Pine are the owners of that certain tract of land being approximately 405.00 acres located at 2675 South Old Augusta Road, Rincon, GA 31326 with County of Effingham Parcel No. 04860002 ("**Parcel 1**") and Greenland is the owner of that certain tract of land being approximately 79.99 acres located at 1700 General Way, Rincon, GA 31326 ("**Parcel 2**");

WHEREAS Parcel 1 and Parcel 2, as shown and more fully described<u>depicted</u> in <u>Exhibit A</u> attached hereto and made part hereof, collectively comprise the developable portion of the "Phase 2 **Project**" of the Northgate Industrial Development located in Effingham County, Georgia and referred to herein as the "Northgate Project";

WHEREAS Greenland is the developer (the "Developer") of the Phase 2 Project and the Northgate Project;

WHEREAS the Developer intends to develop the Phase 2 Project by constructing warehouse facilities and related improvements on the Phase 2 Project;

WHEREAS, the Developer desires certain commitments from the County, regarding (i)

transportation access to the Phase 2 Project from Old Augusta Road, and (ii) the supply of potable water and sanitary sewer service and disposal for the Phase 2 Project;

WHEREAS the County finds that providing transportation service to the Phase 2 Project is consistent with and in furtherance of the goals and purposes of the Effingham County Transportation Master Plan and is in the public interest;

WHEREAS the County has committed to providing water and sewer service to the Phase 2 Project, and such provision is consistent with and in furtherance of the goals and purposes of the Effingham County Water and Sewer program and is in the public interest; and

WHEREAS the County and the Developer desire to enter into this agreement setting out the terms between the Parties regarding the design, development, and provision of water and sewer service to the Phase 2 Project, and design, development construction of the Intersection (as hereinafter defined).

NOW, THEREFORE, for an in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Developer hereby agree as follows:

WITNESSETH

Section 1. Traffic Improvements.

- A. As part of the development of phase I of the Northgate Project and prior to the Effective Date:
 - (i) Developer conducted a traffic study to determine the improvements required to provide sufficient transportation access to the Northgate Project (the "Traffic Study");
 - (ii) Developer retained, and the County approved, Kern & Company, LLC, (the "Civil Design Engineer") a competent professional engineering firm registered in the State of Georgia, to design infrastructure improvements connecting the Northgate Project to Old August Road in accordance with the Traffic Study (the "Initial Traffic Improvements") as depicted at Exhibit B attached hereto and forming part hereof;

- (iii) the Developer's general contractor determined the estimated cost of constructing the Initial Traffic Improvements, (the "Initial Traffic Improvements Cost Estimate");
- (iv) the Developer determined, in its sole discretion, and to facilitate traffic flow by constructing a roundabout (the "Roundabout") at the intersection of General Way and Old Augusta Road (the "Intersection"). The Roundabout was one of the Intersection access infrastructure options presented in the Traffic Study and is in accordance with the County's Effingham County Transportation Master Plan and the Developer's preferred choice for vehicular access to the Northgate Project. The Roundabout and the improvements as are necessary to connect the onsite road systems of the Northgate Project to the Roundabout and expand existing access from the Northgate Project to the Intersection (collectively, the "Traffic Improvements") are depicted at <u>Exhibit C</u> attached hereto and forming part hereof; and
- (v) based on the results of the Developer's analysis, discussions with the County, and continuing site plan, feasibility and implementation work to incorporate design updates to the Initial Traffic Improvements, the County approved the revised Traffic Improvements.
- B. The Developer's general contractor prepared an economic analysis of the difference between the Initial Traffic Improvements Cost Estimate and the construction cost of the approved Traffic Improvements, attached hereto as <u>Exhibit D</u> and forming part hereof. The difference between the cost of the Initial Traffic Improvements and the Traffic Improvements is \$233,739.23 (the "Developer's Share"). The Parties shall contribute to the cost of the Roundabout in a proportionate share basis as follows:

$\frac{(Mod)eveloper's Share}{Total Cost of Roundabout} = "Proportionate Share of Cost"$

where the "**Total Cost of Roundabout**" is the final cost of the design and construction of the Roundabout after substantial completion. After the Effective Date, the County shall reimburse

the Developer from time to time as construction progresses pursuant to a written request from the Developer but no more frequently than once in each calendar month ("**Reimbursement Request**"). Within fifteen (15) days of County receiving a Reimbursement Request, County shall inspect and approve the Roundabout construction, or provide Developer with a detailed punch list of any outstanding construction items. Within fifteen (15) days of County's final approval of the Roundabout Construction, County shall reimburse the Developer in the amount of the amount specified in the Reimbursement Request multiplied by the Proportionate Share of Cost, with the aggregate amount of reimbursement from the County referred to herein as the "County's Contribution".

- C. The Developer has retained, and the County has approved, Kimley-Horn, a competent professional engineering firm registered in the State of Georgia (the "Transportation Design Engineer"), to design and observe the construction of the Roundabout and the Traffic Improvements. The Traffic Improvements shall be constructed pursuant to plans prepared by the Transportation Design Engineer and approved by the County.
- D. Notwithstanding the foregoing, Developer and County agree that the Transportation Design Engineer(s) will design the Roundabout materially in accordance with the current set of plans depicting the Traffic Improvements as attached hereto at <u>Exhibit D</u>, and the Developer will construct the Traffic Improvements, with Transportation Design Engineer(s) oversight during construction, at the Developer's sole expense, in accordance with the terms of this Agreement and subject to the reimbursement of the County's Contribution.
- E. The Developer shall select a contractor to complete the Traffic Improvements. Developer shall deliver written notice to the County of Developer's preferred development bid that is in accordance with Developer's development schedule and requirements for the Traffic Improvements (the "Construction Bid"). The County shall have the right, acting reasonably, to approve the contractor that provided the Construction Bid (the "Contractor") by providing written notice to Developer within five (5) days after County's receipt of the Construction Bid.

Page 4 of 24

County's failure to provide a response within such five (5) day period shall be deemed approval of the Contractor.

- F. Effingham County will be the applicant for all needed applications for any additional wetland impacts related to the Roundabout.
- G. If applicable, Effingham County shall be solely responsible for any right-of-way acquisitions needed to complete the Roundabout.

Section 2. Off-Site Water Sewer Improvement.

- A. The Developer has retained, and the County has approved Kern & Company, LLC, a competent professional engineering firm registered in the State of Georgia (the "Civil Design Engineer"), to design and observe the relocation of such improvements as are necessary to provide water and sewer to the Phase 2 Project's on-site water and sewer system, in material accordance with the County approved "Approved Construction Plans" attached hereto as <u>Exhibit E</u> and collectively referred to herein as the "Off-Site Water and Sewer Improvements." The County shall ensure the availability of water and sewer services to the Phase 2 Project at the connection point as shown on the Approved Construction Plans.
- B. Without limiting any obligations of the County by statute or by or any other provisions of this Agreement, the County shall ensure the availability and sufficient capacity of a water and sanitary sewer distribution system to service the Phase 2 Project's intended use, to include without limitation a capacity no less than the capacity set forth in Section 3.

Section 3. ERU's; Capacity Reservation; Reservation Fee.

A. For the purposes of this Agreement, "Equivalent Residential Unit" or "ERU" shall mean the number of residential units to which the water demand of a customer is equivalent, where a single-family residential unit is assumed to have an average demand of three hundred (300) gallons per day. The number of ERUs assigned to a building or structure shall be determined in accordance with the definition contained in the potable water supply agreement between the City of Rincon and Effingham County, Georgia, which incorporates the City of Savannah Revenue

Ordinance.water use load factors established by ordinance of the County; provided, however, that the determination of ERUs for the individual users of the Phase 2 Project shall be made on the same basis as all other users within the County.

B. For and in consideration of the obligations and agreements of Developer set forth herein, the County hereby allocates and reserves for the exclusive use and benefit of the Phase 2 Project during the term of this Agreement (the "Reservation Period"), 95 ERU's of water capacity and 95 ERU's of sewer capacity which allocation shall be distributed throughout the <u>Phase 2</u> Project as Developer determines in its sole discretion (the "Allocated ERU's"). The County shall not be transfer or relocate the Allocated ERUs to any other projects during the Reservation Period. The Allocated ERUs shall only be used within the Phase 2 Project and shall not be sold or exchanged in trade. Subject to the terms hereof, the County shall own the reserved water and sewer capacity and the Developer shall have no ownership in the water or sewer capacity which is reserved.

Section 4. Inspection, Construction and Dedication of Off-Site Improvements.

A. Upon the completion of the Traffic Improvements, Developer shall provide to the County a statement from the Transportation Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to roadway construction, traffic signage, structures, appurtenances, and other incidentals associated with road infrastructure and improvements that serve the Northgate Project, and all related material and work (collectively, the "Road Infrastructure"), have been constructed in accordance with the County approved plans. Developer shall provide two (2) copies, and an electronic file, of "record" drawings of the Traffic Improvements signed by the Transportation Design Engineer and/or independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers, including, as applicable, by test results for backfill and roadway compaction, asphalt/concrete testing, and other tests reasonably required by the County. All design, construction, inspection, and other costs incurred to construct the Traffic Improvements

Page 6 of 24

and connect same to the Northgate Project shall be borne by the Developer, subject to reimbursement of the County's Contribution as stated in Section 2 above. The Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the Traffic Improvements, except to the extent caused by the negligence or willful misconduct of the County, until such time as the County accepts the dedication of the Road Infrastructure.

B. Upon the completion of the Off-Site Water and Sewer Improvements, Developer shall provide to the County a statement from the Civil Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to utility relocation, piping, pump systems, structures, appurtenances, and other incidentals associated with potable water and sanitary sewer infrastructure and improvements that serve the Phase 2 Project, and all related material and work (collectively, the "Water and Sewer Infrastructure"), have been constructed or relocated in accordance with the Approved Construction Plans. Developer shall provide two (2) copies, and an electronic file, of "record" drawings of the Water and Sewer Infrastructure signed by the Civil Design Engineer and/or independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers, including, as applicable, by test results for utility and stormwater pipe deflection, water and sewer pressure, leaks, water borne bacteria, water and sewer flow tests, and other tests reasonably required by the County. All design, construction, inspection, and other costs incurred to construct the Off-Site Water and Sewer Improvements and connect same to the Phase 2 Project shall be borne by the Developer. The Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the Off-Site Water and Sewer Improvements, except to the extent caused by the negligence or willful misconduct of the County, until such time as the County accepts the dedication of the Water and Sewer Infrastructure.

- C. The Road Infrastructure and the Water and Sewer Infrastructure are referred to together as the "County Off-Site Improvements") Upon satisfaction of the requirements set forth in Section 4(A) and 4(B) of this Agreement, the County shall, upon dedication by the Developer and subject to approval of the County, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance, repair, replacement, and operation of the County Off-Site Improvements. This dedication shall include all rights, title, and interest that the Developer has in the County Off-Site Improvements, including all easements and/or right-of-way required by the County for the purpose of maintenance thereof, and as further set out in Section 4(D).
- D. Developer shall provide to the County a recordable plat(s) showing all public easements and/or rights-of-way that contain the County Off-Site Improvements dedicated to the County (the "Easement Plat"). If the Developer fails to provide the recordable plat, the County shall not accept the County Off-Site Improvements, nor issue a Certificate of Occupancy for any building or structure within the Phase 2 Project.

Section 5. On-Site Improvements.

- A. Developer has retained the Civil Design Engineer to extend the County water distribution and sewer collection systems from the current water distribution and sewer collection terminus in the Northgate Project to the on-site connection point for the Phase 2 Project in order to distribute water and sewer to and within the Phase 2 Project (together, the "On-Site Improvements").
- B. Developer shall provide for inspection of the On-Site Improvements by the Civil Design Engineer during construction and shall ensure the On-Site Improvements are constructed in material conformance with the Approved Construction Plans. Developer shall provide to the County a statement from the Civil Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the On-Site Improvements and all related materials and workmanship meet the County's specifications and standards. Developer shall provide two (2) copies, and an electronic file, of "record" drawings of the On-Site Improvements signed by the Civil Design Engineer and/or an independent

inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for deflection, pressure, leaks, bacteria, compaction and flow tests reasonably required by the County. All design, construction, inspection, and other costs incurred to construct the On-Site Improvements and connect the Phase 2 Project to the County reuse water system shall be borne by the Developer. The Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the On-Site Improvements, except to the extent caused by the negligence or willful misconduct of the County, until the County accepts dedication of the On-Site Improvements.

C. Upon satisfaction of the requirements set forth in Section 5(B) of this Agreement, the County shall, upon dedication by the Developer and subject to approval of the County, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance and operation of the water, sanitary sewer lines, pipes, appurtenances and associated facilities comprising the On-Site Improvements as shown on the Approved Construction Plans. This dedication shall include all rights, title, and interest that the Developer has in the On-Site Improvements and also all easements and/or right-of-way required for the purpose of maintenance thereof, as shown on the Easement Plat.

Section 6. Connection Fees; Recurring Water and Sewer Service Fees.

A. The County will charge, and the Developer will pay (or cause to be paid), Water Tap-in Fees, Sewer Tap-in Fees, Water Connection Fees, Sewer Connection Fees, Water Meter Installation Fees, Water Meter Application Fees, and any other applicable connection charges as are in effect at the time of each such connection, for each connection to the water and sewer system within and serving the <u>Phase 2</u> Project (collectively, the "Connection Fees"). The Connection Fees shall be levied on a nondiscriminatory, per ERU basis, as applicable and shall be paid at the time of building permit issuance for the Phase 2 Project.

Section 7. Term; Renewal.

The initial term of this agreement shall be five (5) years, commencing on <u>, 2023</u>

, 2024 and ending on December 31, 2028

, 2029.

Section 8. Compliance with Laws.

Developer shall comply with all existing and future County ordinances, rules, and regulations relating to the connection to and use of the County's transportation systems. Nothing in this Agreement shall limit the right of the County to impose other fees or to create special tax districts to enable the County to recover all costs incurred in providing transportation service to the Phase 2 Project.

Section 9. Governing Law; Forum Selection.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County.

Section 10. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties.

Section 11. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties.

Section 12. No Waiver.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 13. Effect of Partial Invalidity.

In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Section 14. Paragraph Headings.

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

Section 15. Notices.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the County:	Effingham County Board of Commissioners
	804 S. Laurel Street
	Springfield GA 31329
If to Developer:	Greenland Developers, Inc.
_	Attn: Brett Bennett
	1750 Hwy. 21 N.
	Springfield, GA 31329
With a copy to:	Nelson Mullins Riley & Scarborough
1.5	Attn: Emily McClendon
	201 17 th Street
	Suite 1700
	Atlanta, GA 30363

Section 16. Excusable Delay.

Neither the County nor Developer shall be liable to the other or any successor in interest for any loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance of the terms of this Agreement where such non-performance or delayed performance is the result of circumstances or occurrences beyond the reasonable control of the responsible party (each, a "force **majeure**"), which, as used herein, shall be deemed to include, non-performance or delayed performance resulting from acts of God, strikes, lockouts, blockades, insurrections, riots, explosions, fire, floods, or any other cause not within the reasonable control of the responsible party. In no event shall the

Developer be held liable to the County for consequential damages or economic losses arising from delayed performance

Section 17. Assignment.

This Agreement may be assigned in whole or in part by the Developer with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

Section 18. Construction of Agreement.

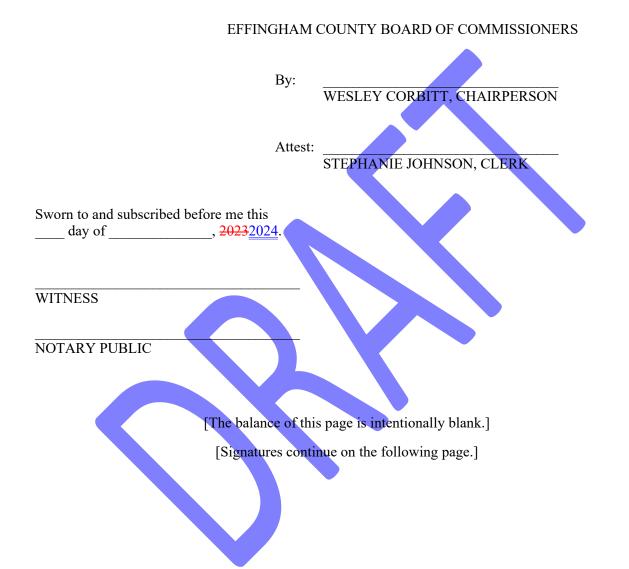
The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

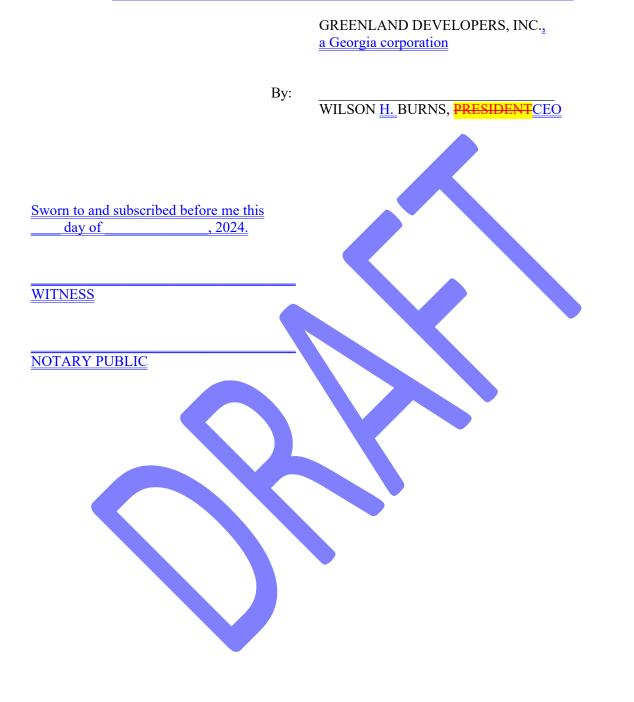


IN WITNESS WHEREOF the Developer has executed these presents under seal, and the

County has cause these presents to be executed by its proper officer under seal, affixed, this _____ day

of _____, 2023<u>2024</u>.





<u>YELLOW PINE PROPERTIES, LLC,</u> <u>a Georgia limited liability company</u>

Attest	<u>By</u> : <mark>H</mark>	<mark>)N</mark> WILSON H. BURNS, <mark>SECRETARY</mark> PRESIDENT
Swarn to and subscribed before n	no this	
Sworn to and subscribed before n day of, 20	<u>)24.</u>	
WITNESS		
NOTARY PUBLIC		

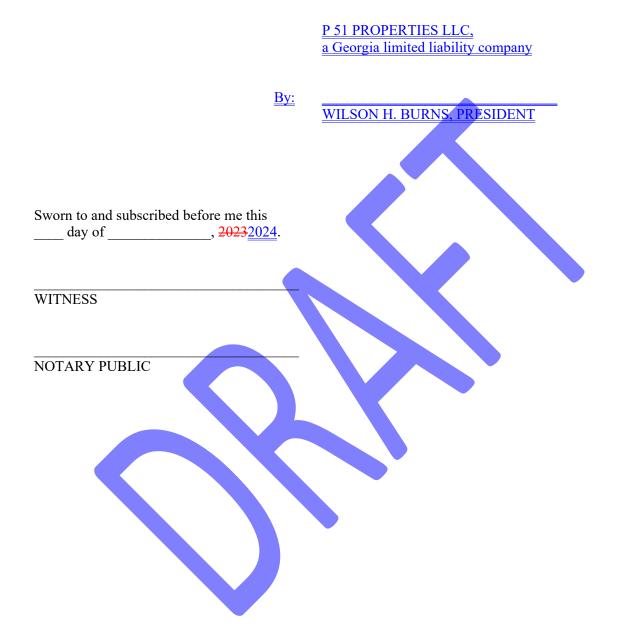


EXHIBIT A

Phase 2 Project

Parcel 1





Parcel 2

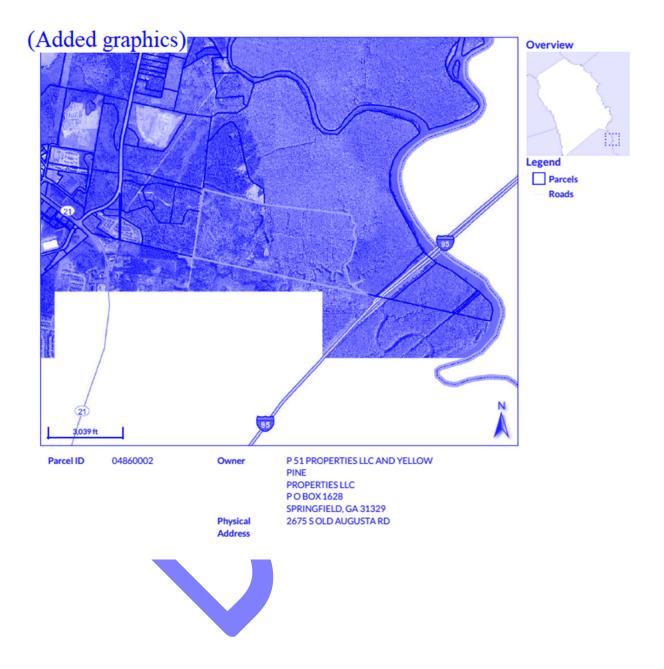
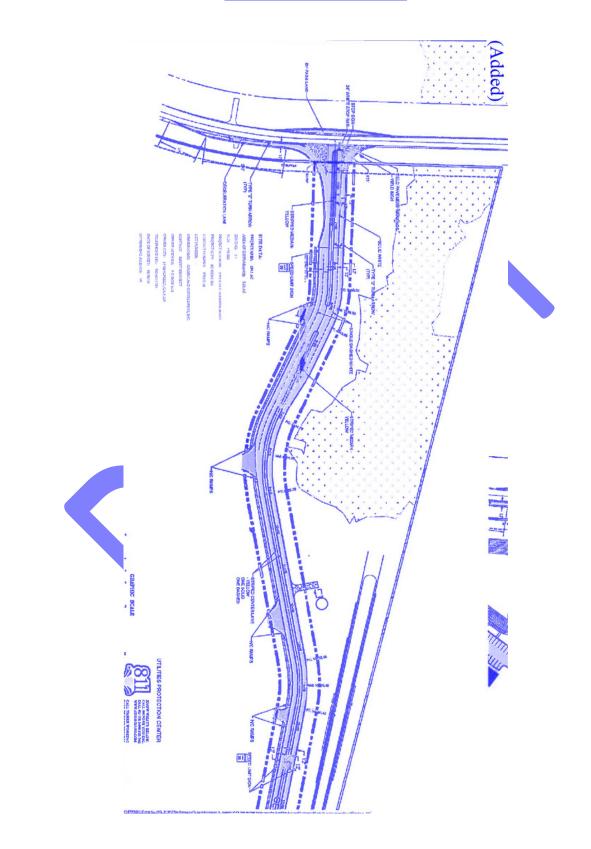


EXHIBIT B

Initial Traffic Improvements





Traffic Improvements

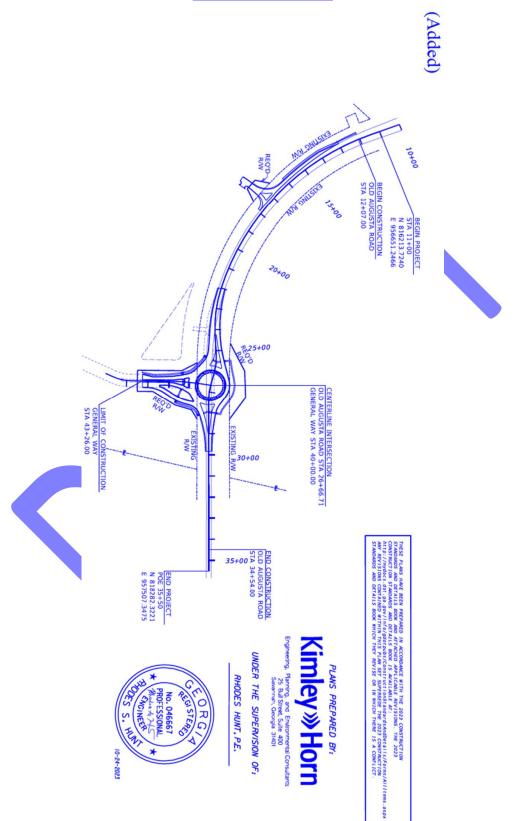


EXHIBIT D

Traffic Improvements Cost Estimate

	CON	di Pkwy. Suite 200 A 30009	Change Order	Distribution:	Owner Architect Office Field
22-2747 Project:	Old Au	47 North Gate - Buildings 1, 2 ugusta Rd n, GA 31326	Change Order : OCO#26	ral Way Alternate E	intry
fo (Contr	actor):	Evans General Contractors, 3050 Northwinds Pkwy. Suite Alpharetta, GA 30009		23	
Greenlan		lopers, INC. authorizes Evan	as General Contractors to make the following c	hanges to this Co	Amount
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OR# 20	COR	20 General Way Alternate En	ntry	-4	22,677.23
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		Curb and Gutter Deduct			-60,083.05
		Striping Deduct Bond Deduct			-58,160.60 -5,396.08
		Insurance			-1,438.05
00					-11,062.00
		Fee			-11,062.00
			Total For Change Order: O)CO#26 -2:	33,739.23
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(Added graphics)



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2	2* gdot 19mm binder	1885	sy	\$19.20	\$	36,192.00	1000	sy	\$19,20	\$	35,270,40	\$ (92
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5	1.5" gdet mill / inlay	3965	5Y	\$26.85	\$	106,460.25	Marine Colores	EV.	\$26,85	S	-	\$ (105,45
6	4° hd gdot 19mm binder	14100	8Y	\$31.00	S	437,100,00		SV	\$31.00	\$	446,400.00	
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2	gdot 30" curb and getter	1200	lf	\$38.00	8	45,600.00	0	lf	\$38,00	5		\$ (45,60
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8	12" thermo white	414	16	\$14.00	5	5,796.00	-	11	\$14,00	5	-	\$ (5,79
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EXHIBIT E

<u>Approved Construction Plans</u>

[To be Inserted]

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Style name: Default Style								
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DEVELOPMENT AGREEMENT

This Development Agreement (the "**Agreement**") is made and entered into this _____ day of _____, 2024 (the "**Effective Date**"), by and between Greenland Developers, Inc., a Georgia corporation ("**Greenland**"), Yellow Pine Properties, LLC, a Georgia limited liability company ("**Yellow Pine**") and P 51 Properties, LLC, a Georgia limited liability company ("**P 51**") (collectively, the "**Owners**") and all successors in title or assigns, and the Effingham County Board of Commissioners, the lawfully elected governing authority of Effingham County, a political subdivision of the State of Georgia (the "**County**"). Greenland and the County are sometimes referred to in this Agreement as a "**Party**" or collectively as the "**Parties**").

RECITALS:

WHEREAS, P 51 and Yellow Pine are the owners of that certain tract of land being approximately 405.00 acres located at 2675 South Old Augusta Road, Rincon, GA 31326 with County of Effingham Parcel No. 04860002 ("**Parcel 1**") and Greenland is the owner of that certain tract of land being approximately 79.99 acres located at 1700 General Way, Rincon, GA 31326 ("**Parcel 2**");

WHEREAS Parcel 1 and Parcel 2, as shown and depicted in **Exhibit A** attached hereto and made part hereof, collectively comprise the developable portion of the "**Phase 2 Project**" of the Northgate Industrial Development located in Effingham County, Georgia and referred to herein as the "**Northgate Project**";

WHEREAS Greenland is the developer (the "**Developer**") of the Phase 2 Project and the Northgate Project;

WHEREAS the Developer intends to develop the Phase 2 Project by constructing warehouse facilities and related improvements on the Phase 2 Project;

WHEREAS, the Developer desires certain commitments from the County regarding (i)

transportation access to the Phase 2 Project from Old Augusta Road, and (ii) the supply of potable water and sanitary sewer service and disposal for the Phase 2 Project;

WHEREAS the County finds that providing transportation service to the Phase 2 Project is consistent with and in furtherance of the goals and purposes of the Effingham County Transportation Master Plan and is in the public interest;

WHEREAS the County has committed to providing water and sewer service to the Phase 2 Project, and such provision is consistent with and in furtherance of the goals and purposes of the Effingham County Water and Sewer program and is in the public interest; and

WHEREAS the County and the Developer desire to enter into this agreement setting out the terms between the Parties regarding the design, development, and provision of water and sewer service to the Phase 2 Project, and design, development construction of the Intersection (as hereinafter defined).

NOW, THEREFORE, for an in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Developer hereby agree as follows:

WITNESSETH:

Section 1. Traffic Improvements.

A. As part of the development of phase I of the Northgate Project and prior to the Effective Date:

- (i) Developer conducted a traffic study to determine the improvements required to provide sufficient transportation access to the Northgate Project (the "Traffic Study");
- (ii) Developer retained, and the County approved, Kern & Company, LLC, (the "Civil Design Engineer") a competent professional engineering firm registered in the State of Georgia, to design infrastructure improvements connecting the Northgate Project to Old August Road in accordance with the Traffic Study (the "Initial Traffic Improvements") as depicted at Exhibit B attached hereto and forming part hereof;

- (iii) the Developer's general contractor determined the estimated cost of constructing the Initial Traffic Improvements, (the "Initial Traffic Improvements Cost Estimate");
- (iv) the Developer determined, in its sole discretion, to facilitate traffic flow by constructing a roundabout (the "Roundabout") at the intersection of General Way and Old Augusta Road (the "Intersection"). The Roundabout was one of the Intersection access infrastructure options presented in the Traffic Study and is in accordance with the County's Effingham County Transportation Master Plan and the Developer's preferred choice for vehicular access to the Northgate Project. The Roundabout and the improvements as are necessary to connect the onsite road systems of the Northgate Project to the Roundabout and expand existing access from the Northgate Project to the Intersection (collectively, the "Traffic Improvements") are depicted at Exhibit C attached hereto and forming part hereof; and
- (v) based on the results of the Developer's analysis, discussions with the County, and continuing site plan, feasibility and implementation work to incorporate design updates to the Initial Traffic Improvements, the County approved the revised Traffic Improvements.
- B. The Developer's general contractor prepared an economic analysis of the difference between the Initial Traffic Improvements Cost Estimate and the construction cost of the approved Traffic Improvements, attached hereto as <u>Exhibit D</u> and forming part hereof. The difference between the cost of the Initial Traffic Improvements and the Traffic Improvements is \$233,739.23 (the "Developer's Share"). The Parties shall contribute to the cost of the Roundabout in a proportionate share basis as follows:

Developer's ShareTotal Cost of Roundabout= "Proportionate Share of Cost"

where the "**Total Cost of Roundabout**" is the final cost of the design and construction of the Roundabout after substantial completion. After the Effective Date, the County shall reimburse the Developer from time to time as construction progresses pursuant to a written request from the Developer but no more frequently than once in each calendar month ("**Reimbursement Request**"). Within fifteen (15) days of County receiving a Reimbursement Request, County shall inspect and approve the Roundabout construction, or provide Developer with a detailed punch list of any outstanding construction items. Within fifteen (15) days of County's final approval of the Roundabout Construction, County shall reimburse the Developer in the amount of the amount specified in the Reimbursement Request multiplied by the Proportionate Share of Cost, with the aggregate amount of reimbursement from the County referred to herein as the "County's Contribution".

- C. The Developer has retained, and the County has approved, Kimley-Horn, a competent professional engineering firm registered in the State of Georgia (the "Transportation Design Engineer"), to design and observe the construction of the Roundabout and the Traffic Improvements. The Traffic Improvements shall be constructed pursuant to plans prepared by the Transportation Design Engineer and approved by the County.
- D. Notwithstanding the foregoing, Developer and County agree that the Transportation Design Engineer(s) will design the Roundabout materially in accordance with the current set of plans depicting the Traffic Improvements as attached hereto at <u>Exhibit D</u>, and the Developer will construct the Traffic Improvements, with Transportation Design Engineer(s) oversight during construction, at the Developer's sole expense in accordance with the terms of this Agreement and subject to the reimbursement of the County's Contribution.
- E. The Developer shall select a contractor to complete the Traffic Improvements. Developer shall deliver written notice to the County of Developer's preferred development bid that is in accordance with Developer's development schedule and requirements for the Traffic Improvements (the "**Construction Bid**"). The County shall have the right, acting reasonably, to approve the contractor that provided the Construction Bid (the "**Contractor**") by providing written notice to Developer within five (5) days after County's receipt of the Construction Bid. County's failure to provide a response within such five (5) day period shall be deemed approval of the Contractor.
- F. Effingham County will be the applicant for all needed applications for any additional wetland impacts related to the Roundabout.

G. If applicable, Effingham County shall be solely responsible for any right-of-way acquisitions needed to complete the Roundabout.

Section 2. Off-Site Water Sewer Improvement.

- A. The Developer has retained, and the County has approved Kern & Company, LLC, a competent professional engineering firm registered in the State of Georgia (the "Civil Design Engineer"), to design and observe the relocation of such improvements as are necessary to provide water and sewer to the Phase 2 Project's on-site water and sewer system, in material accordance with the County approved "Approved Construction Plans" attached hereto as <u>Exhibit E</u> and collectively referred to herein as the "Off-Site Water and Sewer Improvements." The County shall ensure the availability of water and sewer services to the Phase 2 Project at the connection point as shown on the Approved Construction Plans.
- B. Without limiting any obligations of the County by statute or by or any other provisions of this Agreement, the County shall ensure the availability and sufficient capacity of a water and sanitary sewer distribution system to service the Phase 2 Project's intended use, to include without limitation a capacity no less than the capacity set forth in Section 3.

Section 3. ERU's; Capacity Reservation; Reservation Fee.

- A. For the purposes of this Agreement, "Equivalent Residential Unit" or "ERU" shall mean the number of residential units to which the water demand of a customer is equivalent, where a single-family residential unit is assumed to have an average demand of three hundred (300) gallons per day. The number of ERUs assigned to a building or structure shall be determined in accordance with the water use load factors established by ordinance of the County; provided, however, that the determination of ERUs for the individual users of the Phase 2 Project shall be made on the same basis as all other users within the County.
- B. For and in consideration of the obligations and agreements of Developer set forth herein, the County hereby allocates and reserves for the exclusive use and benefit of the Phase 2 Project during the term of this Agreement (the "Reservation Period"), 95 ERU's of water capacity and 95 ERU's

of sewer capacity which allocation shall be distributed throughout the Phase 2 Project as Developer determines in its sole discretion (the "Allocated ERU's"). The County shall not transfer or relocate the Allocated ERUs to any other projects during the Reservation Period. The Allocated ERUs shall only be used within the Phase 2 Project and shall not be sold or exchanged in trade. Subject to the terms hereof, the County shall own the reserved water and sewer capacity and the Developer shall have no ownership in the water or sewer capacity which is reserved.

Section 4. Inspection, Construction and Dedication of Off-Site Improvements.

A. Upon the completion of the Traffic Improvements, Developer shall provide to the County a statement from the Transportation Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to roadway construction, traffic signage, structures, appurtenances, and other incidentals associated with road infrastructure and improvements that serve the Northgate Project, and all related material and work (collectively, the "Road **Infrastructure**"), have been constructed in accordance with the County approved plans. Developer shall provide two (2) copies, and an electronic file, of "record" drawings of the Traffic Improvements signed by the Transportation Design Engineer and/or independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers, including, as applicable, by test results for backfill and roadway compaction, asphalt/concrete testing, and other tests reasonably required by the County. All design, construction, inspection, and other costs incurred to construct the Traffic Improvements and connect same to the Northgate Project shall be borne by the Developer, subject to reimbursement of the County's Contribution as stated in Section 2 above. The Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the Traffic Improvements, except to the extent caused by the negligence or willful misconduct of the County, until such time as the County accepts the dedication of the Road Infrastructure.

- B. Upon the completion of the Off-Site Water and Sewer Improvements, Developer shall provide to the County a statement from the Civil Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to utility relocation, piping, pump systems, structures, appurtenances, and other incidentals associated with potable water and sanitary sewer infrastructure and improvements that serve the Phase 2 Project, and all related material and work (collectively, the "Water and Sewer Infrastructure"), have been constructed or relocated in accordance with the Approved Construction Plans. Developer shall provide two (2) copies, and an electronic file, of "record" drawings of the Water and Sewer Infrastructure signed by the Civil Design Engineer and/or independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers, including, as applicable, by test results for utility and stormwater pipe deflection, water and sewer pressure, leaks, water borne bacteria, water and sewer flow tests, and other tests reasonably required by the County. All design, construction, inspection, and other costs incurred to construct the Off-Site Water and Sewer Improvements and connect same to the Phase 2 Project shall be borne by the Developer. The Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the Off-Site Water and Sewer Improvements, except to the extent caused by the negligence or willful misconduct of the County, until such time as the County accepts the dedication of the Water and Sewer Infrastructure.
- C. The Road Infrastructure and the Water and Sewer Infrastructure are referred to together as the "**County Off-Site Improvements**") Upon satisfaction of the requirements set forth in Section 4(A) and 4(B) of this Agreement, the County shall, upon dedication by the Developer and subject to approval of the County, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance, repair, replacement, and operation of the County Off-Site Improvements. This dedication shall include all rights, title, and interest that the Developer has in

the County Off-Site Improvements, including all easements and/or right-of-way required by the County for the purpose of maintenance thereof, and as further set out in Section 4(D).

D. Developer shall provide to the County a recordable plat(s) showing all public easements and/or rights-of-way that contain the County Off-Site Improvements dedicated to the County (the "Easement Plat"). If the Developer fails to provide the recordable plat, the County shall not accept the County Off-Site Improvements, nor issue a Certificate of Occupancy for any building or structure within the Phase 2 Project.

Section 5. On-Site Improvements.

- A. Developer has retained the Civil Design Engineer to extend the County water distribution and sewer collection systems from the current water distribution and sewer collection terminus in the Northgate Project to the on-site connection point for the Phase 2 Project in order to distribute water and sewer to and within the Phase 2 Project (together, the "On-Site Improvements").
- B. Developer shall provide for inspection of the On-Site Improvements by the Civil Design Engineer during construction and shall ensure the On-Site Improvements are constructed in material conformance with the Approved Construction Plans. Developer shall provide to the County a statement from the Civil Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the On-Site Improvements and all related materials and workmanship meet the County's specifications and standards. Developer shall provide two (2) copies, and an electronic file, of "record" drawings of the On-Site Improvements signed by the Civil Design Engineer and/or an independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for deflection, pressure, leaks, bacteria, compaction and flow tests reasonably required by the County. All design, construction, inspection, and other costs incurred to construct the On-Site Improvements and connect the Phase 2 Project to the County reuse water system shall be borne by the Developer. The Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent

construction of the On-Site Improvements, except to the extent caused by the negligence or willful misconduct of the County, until the County accepts dedication of the On-Site Improvements.

C. Upon satisfaction of the requirements set forth in Section 5(B) of this Agreement, the County shall, upon dedication by the Developer and subject to approval of the County, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance and operation of the water, sanitary sewer lines, pipes, appurtenances and associated facilities comprising the On-Site Improvements as shown on the Approved Construction Plans. This dedication shall include all rights, title, and interest that the Developer has in the On-Site Improvements and also all easements and/or right-of-way required for the purpose of maintenance thereof, as shown on the Easement Plat.

Section 6. Connection Fees; Recurring Water and Sewer Service Fees.

A. The County will charge, and the Developer will pay (or cause to be paid), Water Tap-in Fees, Sewer Tap-in Fees, Water Connection Fees, Sewer Connection Fees, Water Meter Installation Fees, Water Meter Application Fees, and any other applicable connection charges as are in effect at the time of each such connection, for each connection to the water and sewer system within and serving the Phase 2 Project (collectively, the "Connection Fees"). The Connection Fees shall be levied on a nondiscriminatory, per ERU basis, as applicable and shall be paid at the time of building permit issuance for the Phase 2 Project.

Section 7. Term; Renewal.

The initial term of this agreement shall be five (5) years, commencing on ______, _____,

____, 2024 and ending on ______, _____, 2029.

Section 8. Compliance with Laws.

Developer shall comply with all existing and future County ordinances, rules, and regulations relating to the connection to and use of the County's transportation systems. Nothing in this Agreement shall limit the right of the County to impose other fees or to create special tax districts to enable the County to recover all costs incurred in providing transportation service to the Phase 2 Project.

Section 9. Governing Law; Forum Selection.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County.

Section 10. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties.

Section 11. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties.

Section 12. No Waiver.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 13. Effect of Partial Invalidity.

In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Section 14. Paragraph Headings.

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

Section 15. Notices.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the County:	Effingham County Board of Commissioners 804 S. Laurel Street Springfield GA 31329
If to Developer:	Greenland Developers, Inc. Attn: Brett Bennett 1750 Hwy. 21 N. Springfield, GA 31329
With a copy to:	Nelson Mullins Riley & Scarborough Attn: Emily McClendon 201 17 th Street Suite 1700 Atlanta, GA 30363

Section 16. Excusable Delay.

Neither the County nor Developer shall be liable to the other or any successor in interest for any loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance of the terms of this Agreement where such non-performance or delayed performance is the result of circumstances or occurrences beyond the reasonable control of the responsible party (each, a "**force majeure**"), which, as used herein, shall be deemed to include, non-performance or delayed performance resulting from acts of God, strikes, lockouts, blockades, insurrections, riots, explosions, fire, floods, or any other cause not within the reasonable control of the responsible party. In no event shall the Developer be held liable to the County for consequential damages or economic losses arising from delayed performance

Section 17. Assignment.

This Agreement may be assigned in whole or in part by the Developer with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

Section 18. Construction of Agreement.

The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

IN WITNESS WHEREOF the Developer has executed these presents under seal, and the

County has cause these presents to be executed by its proper officer under seal, affixed, this _____ day

of _____, 2024.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By:

WESLEY CORBITT, CHAIRPERSON

Attest: _

STEPHANIE JOHNSON, CLERK

Sworn to and subscribed before me this _____ day of _____, 2024.

WITNESS

NOTARY PUBLIC

[The balance of this page is intentionally blank.]

[Signatures continue on the following page.]

GREENLAND DEVELOPERS, INC., a Georgia corporation

By:

WILSON H. BURNS, CEO

Sworn to and subscribed before me this _____ day of _____, 2024.

WITNESS

NOTARY PUBLIC

YELLOW PINE PROPERTIES, LLC, a Georgia limited liability company

By:

WILSON H. BURNS, PRESIDENT

Sworn to and subscribed before me this _____ day of _____, 2024.

WITNESS

NOTARY PUBLIC

P 51 PROPERTIES LLC, a Georgia limited liability company

By:

WILSON H. BURNS, PRESIDENT

Sworn to and subscribed before me this _____ day of _____, 2024.

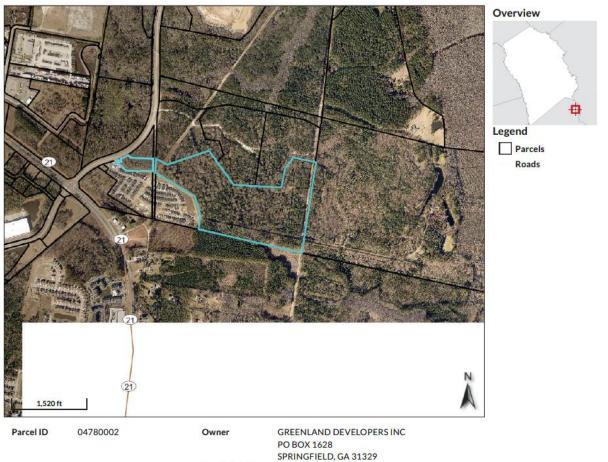
WITNESS

NOTARY PUBLIC

EXHIBIT A

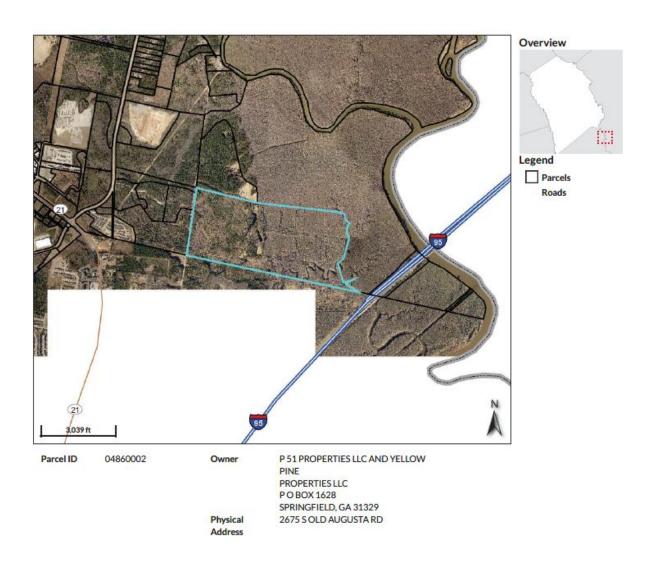
Phase 2 Project

Parcel 1



Physical Address 1700 GENERAL WAY







Initial Traffic Improvements

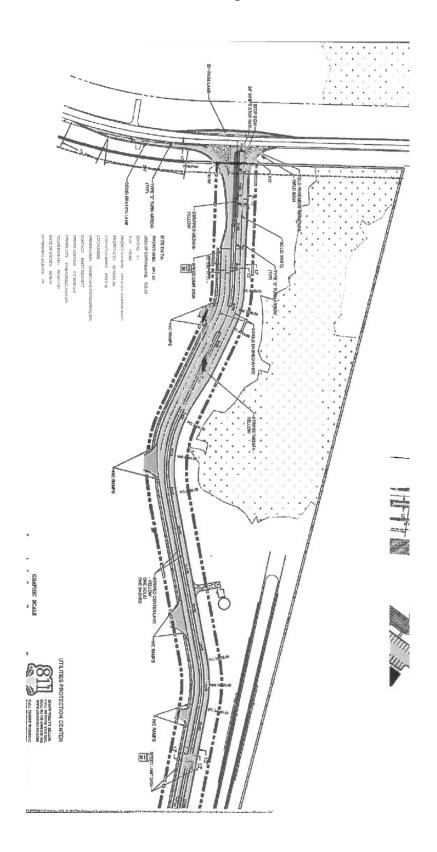


EXHIBIT C

Traffic Improvements

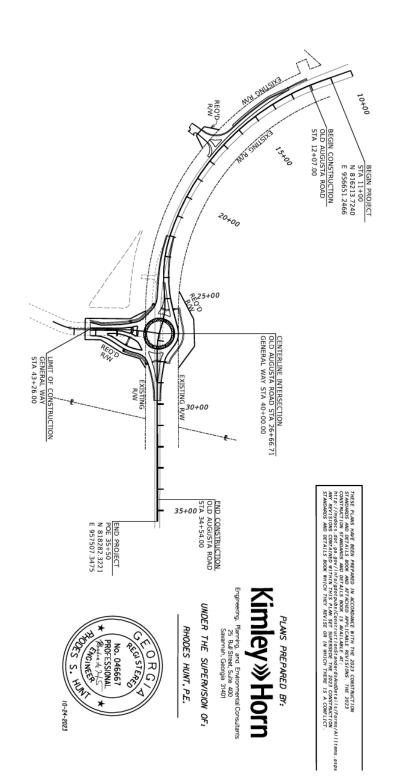


EXHIBIT D

Traffic Improvements Cost Estimate

	CONTRACTORS	Change Order	Distribution: Owner Architect
3050	Northwinds Ploxy. Suite 200		Field
Alpha	retta, GA 30009		_
22-2747			
Project:	22-2747 North Gate - Buildin	ngs 1, 2 & 3 Change Order : OC	CO#26
	Old Augusta Rd Rincon, GA 31326	•	
	Kincoli, GA 31320	Description: COR#2	0 General Way Alternate Entry
fo (Contra	actor): Evans General Contra 3050 Northwinds Pkw Alpharetta, GA 30009	vy. Suite 200	04/13/23
Greenlan	d Developers, INC. authorized	s Evans General Contractors to make the follo	wing changes to this Contract as per b
Item	Description		Amount
OR# 20	COR#20 General Way Altern	nate Entry	-222,677.23
	1 Asphalt Deduct		-97,599.45
	 Curb and Gutter Deduct Striping Deduct 	π, and a second s	-60,083.05
	3 Striping Deduct 4 Bond Deduct		-58,160.60 -5.396.08
	5 Insurance		-1,438.05
88			-11,062.00
	Fee		-11,062.00
		Total For Change Orde	er: OCO#26 -233,739.23
		Owner Rep and Contractor. Signature of the Con tment in the Contract Sum or Contract Time.	tractor indicates the Contractor's
greement The origi The net o The Cont	herewith, including any adjust inal Contract Sum was change by previously authori tract Sum prior to this Chang	tment in the Contract Sum or Contract Time. ized Change Orders was	59,669,789.82 3,680,969.44 63,350,759.26
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greement The origin The net of The Cont The Cont The Cont Uthorized ireenland 750 HWY	therewith, including any adjust inal Contract Sum was thange by previously authori- tract Sum prior to this Chang tract Sum will be decreased to Contract Sum will be ract Time will be unchanged. d By Owner: Developers, INC. 21 N	tment in the Contract Sum or Contract Time. ized Change Orders was ge Order was by this Change Order Accepted By Contractor: Evans General Contractors, LLC 3050 Northwinds Pkwy. Suite 200	59,669,789.82 3,680,969.44 63,350,759.26 -233,739.23 63,117,020.03 Architect/Engineer: Netson Architecture and Interiors, Inc. PO Box 779234
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Project : Nothgau

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2	2" gdot 19mm binder	1885	sy	\$19.20	\$	36,192.00	1014	.5y	\$19.20	\$	35,270,40	\$	(921.60
3	1.25" gdot 12.5mm surface	1885	8V	\$12.90	\$	24,316.50	And Large Pro-	RV.	\$12.90	\$	23,697.30	5	(619,20
4	10" GDOT GAB	1885	8V	\$32.00	\$	60,320,00	1.171	SV.	\$32.00	\$	58,784.00	\$	(1,536.00
5	1.5" gdet mill / inlay	3965	5¥	\$26.85	\$	106,460.25		EV.	\$26.85	\$		15	
6	4° hd gdot 19mm binder	14100	#V	\$31.00	5	457,100,00	A started	57	\$31.00	5	446,400.00	5	9,300.00
7	2" gdot 9.5mm surfice	14100	5V	\$15.00	5	211,500,00	A STORE	SV.	\$15.00	\$	216,000.00	5	4,500.00
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2	gdot 30" curb and gatter	1200	lf	\$38,00	5	45,600.00		lf	\$38,00	5		5	(45,600.00
3	64 mised concrete island	806	sf	\$15,30	\$	12,331.80		31	\$15,30	\$		5	(12,331.8)
4	4* 3000psi sidewalk	13940	af	\$5.75	5	80,155.00	11111	sť	\$5,75	\$	76,563.75	\$	(3,191.25
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4	24" yellow	468	11	\$13,00	5	6,084,00	468	11	\$13.00	S	6,084.00	\$	
5	5" thermo white	3264	H	\$3.00	15	9,792.00	2569	lf	\$3.00	S	7,707.00	5	(2,085.00
6	5* thermo double yellow	1451	11	\$6,00	\$	8,706.00	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	If	\$6.00	15	-	\$	(8,706.06
7	§" thermo white	380	lf	\$8.01	\$	3,643.80	100	If	\$8.01	5	2,563,20	\$	(480.60
8	12" thermo white	4]4	lf	\$14.00	18	5,796.00	0	117	\$14,00	5		\$	(5,796.00
9	24" thermo yellow	1619	If .	\$27.00	5	43,713,00		15	\$27.00	5		\$	(43,713.00
10	24" thermo white	28	1f	\$27,00	5	756.00	28	If	\$27.00	\$	756.00	5	-
11	type 2 themto directional arrows	12	ea	\$500.00	\$	6,000.00	1000	68	\$500.00	5	4,000.00	\$	(2,000.00
12	r1x136" stop sign	2	64	\$330,00	\$	660.00		64	\$330.00	\$	330.00	5	(330.00
	15" yield pumt marking	0	ea.	\$0.00	\$			ca	1.200	5	2,750.00	5	2,750.00
100	r1-2 36" yield sign	0	ca	\$0,00	\$			c8	44	5	550.00	5	550.00
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EXHIBIT E

Approved Construction Plans

[To be Inserted]

Staff Report

Subject: Approval of Change Order #1 for Southern Civil, LLC for the Hodgeville Lift
Station #4 Construction
Author: Alison Bruton, Procurement and Capital Projects Manager
Department: Water/Sewer
Meeting Date: January 16, 2024
Item Description: Change Order #1 for Southern Civil, LLC for the Hodgeville Lift
Station #4 Construction

Summary Recommendation: Staff recommends approval of Change Order #1 for Southern Civil, LLC for the Hodgeville Lift Station #4 Construction

Executive Summary/Background:

- A contract was awarded to Southern Civil, LLC in July of 2022 for the construction of the Hodgeville Lift Station #4.
- Due to changes in the scope during the construction, Change Order 1 has been requested for **deduction** in the contract total of -\$38,400.00.
- Original Contract: \$3,520,533.00
- CO1: -\$38,400.00
- Amended Total: \$3,482,133.00

Alternatives for Commission to Consider

- 1. Approval of Change Order #1 for Southern Civil, LLC for the Hodgeville Lift Station #4 Construction for a deduction of -\$38,400.00
- 2. Take no action

Recommended Alternative: 1

Other Alternatives: 2 Department Review: Procurement/CP, County Manager, Project Personnel Funding Source: SPLOST/Water Bonds Attachments: Change Order Request

CHANGE ORDER NO.: 01

Owner: Effingham County Board of Commissioners

Engineer: Hussey Gay Bell Contractor: Southern Civil, LLC

Project: Hodgeville Lift Station #4 Improvements

Contract Name: Hodgeville Lift Station #4 Improvements

Date Issued: 09/19/2023

Effective Date of Change Order: / /2023

Owner's Project No.: ITB 22-105-003

Engineer's Project No.: 120224450

The Contract is modified as follows upon execution of this Change Order.

Description: Adjustments to the scope of work include modifications to bypass pump discharge piping, installation of pump three valves and piping, rearrangement of station discharge piping, and adjustments to stub out connection for future force main connection.

Attachments:

- Revised Issued for Construction Plan Sheet 06 marked CO No. 1 September 11, 2023
- Change Order No. 1 Summary Form

	Change in Contract Price	Change in Contrac	t Times (<u>0</u> Days)
Ori	ginal Contract Price:	Original Contract Times:	
		Substantial Completion:	March 16, 2023
\$	3,520,533.00	Ready for final payment:	April 15, 2023
[In	rease] [Decrease] from previously approved	[Increase] [Decrease] from	
Cha	ange Orders No. 1 to No. [Number of previous	Change Orders No.1 to No.	Number of previous
	ange Order]:	Change Order]:	
		Substantial Completion:	N/A
\$	N/A	Ready for final payment:	N/A
Co	ntract Price prior to this Change Order:	Contract Times prior to this	Change Order:
	· · · · · · · · · · · · · · · · · · ·	Substantial Completion:	March 16, 2023
\$	3,520,533.00	Ready for final payment:	April 15, 2023
De	duction this Change Order:	[Increase] this Change Orde	r:
		Substantial Completion:	April 9, 2024
\$	38,400.00	Ready for final payment:	May 9, 2024
Co	ntract Price incorporating this Change Order:	Contract Times with all appr	roved Change Orders:
		Substantial Completion:	April 9, 2024
\$	3,482,133.00	Ready for final payment:	May 9, 2024

	Recommended by Engineer	Accepted by Contractor
By:	4. Charles	Matt Decl
Title:	Project Engineer	Vice Proside +
Date:	September 19, 2023	9/19/2023
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		-
Title:		
Date:		

	Hodgeville Lift Station #4 C	hange	Order	No. 01 Summary	
Item No.	Description	Qty	Unit	Unit Cost	Total Cost
1	12-inch RJ DIP Force Main installed by Open-Cut	(-)8	LF	\$100.00	(\$800.00)
2	18-inch RJ PVC Force Main installed by Open-Cut	(-)20	LF	\$150.00	(\$3,000.00)
3	18-inch C900 PVC Force Main installed in 24-inch Steel Casing installed by Jack and Bore	(-)40	LF	\$1,125.00	(\$45,000.00)
4	12-inch RJ 45° Bend	(-)5	EA	\$950.00	(\$4,750.00)
5	12-inch RJ 22.5° Bend	(-)1	EA	\$950.00	(\$950.00)
6	12-inch RJ 11.25° Bend	(-)1	EA	\$950.00	(\$950.00)
7	12-inch RJ Wye	4	EA	\$2,010.00	(\$8,040.00)
8	18-inch x 12-inch RJ Reducer	1	EA	\$2,200.00	(\$2,200.00)
9	18-inch RJ Plug	1	EA	\$1,500.00	(\$1,500.00)
10	Adjustments to Elevated Concrete Structure Connected to Wetwell	1	LS	\$250.00	(\$250.00)
11	Relocate Generator Closer to Electrical Control Building	1	LS	\$100.00	(\$100.00)
12	12-inch RJ 90° Bend	4	EA	\$1,050.00	\$4,200.00
13	12-inch RJ Tee	4	EA	\$2,010.00	\$8,040.00
14	12-inch RJ Plug	1	EA	\$750.00	\$750.00
15	Installation of Pump No. 3 Above Ground Valves and Piping	1	LS	\$16,150.00	\$16,150.00
				<u>Sum of Change</u>	(\$38,400.00)

- Items in red are assumed to be credited items.
- Items in black are considered as an additional price to the original bid.

NOTES:

1. CONTRACTOR RESPONSIBLE FOR THE CONFIRMED OPERATION OF THE PUMP STATION DURING CONSTRUCTION.

2. ANY BYPASSING OF THE PUMP STATION IS THE RESPONSIBILITY OF THE CONTRACTOR.

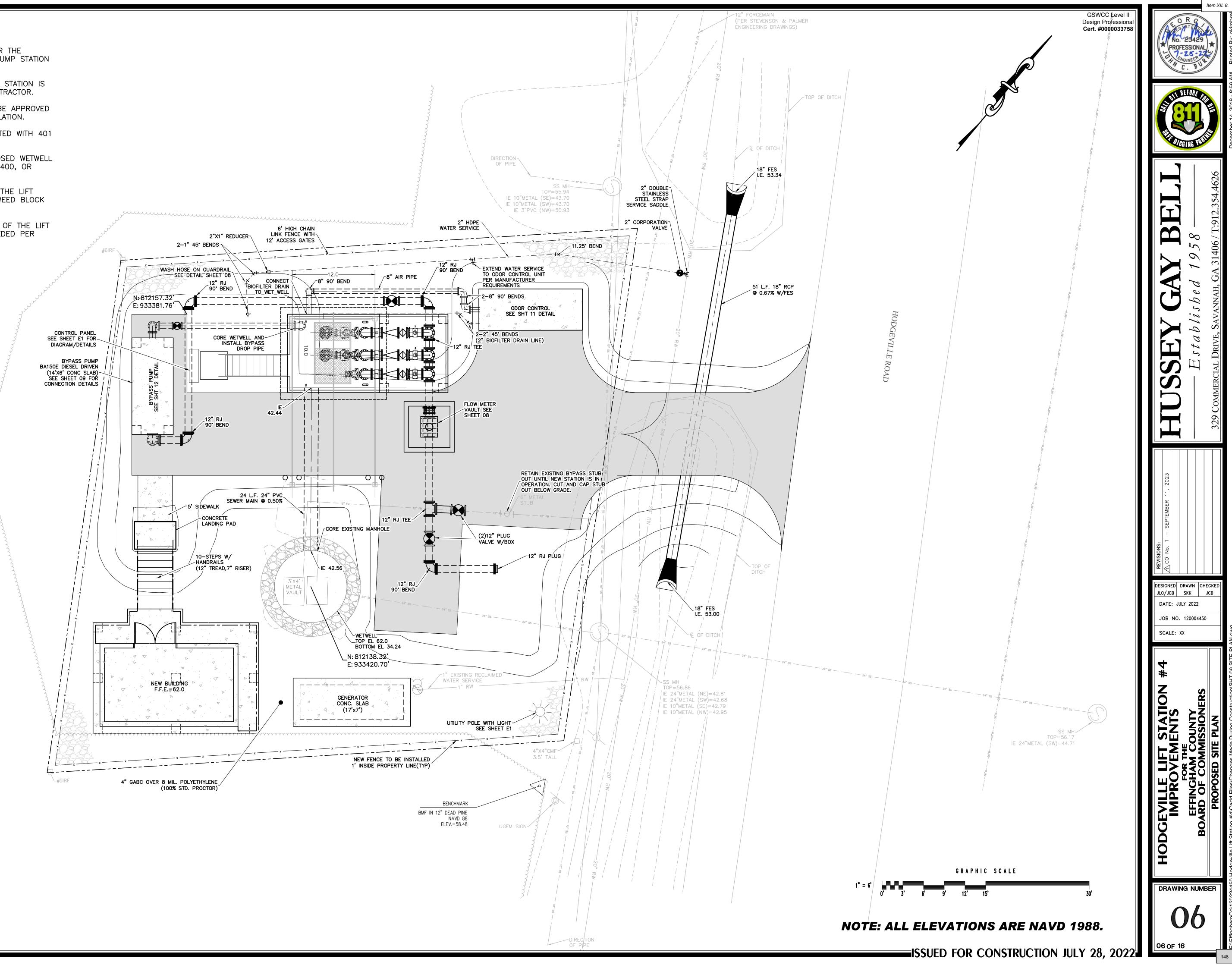
3. ALL BYPASSING PLANS MUST BE APPROVED BY THE OWNER PRIOR TO INSTALLATION.

4. ALL DIP PIPING MUST BE COATED WITH 401 LINING.

5. EXISTING WETWELL AND PROPOSED WETWELL ARE TO BE COATED WITH RAVEN 400, OR EQUIVALENT.

6. ALL DISTURBED AREAS WITHIN THE LIFT STATION FENCING ARE TO HAVE WEED BLOCK AND 4" OF GAB UNLESS PAVED.

7. ALL DISTURBED AREA OUTSIDE OF THE LIFT STATION FENCING ARE TO BE SEEDED PER SHEET 14 UNLESS PAVED.



Staff Report

Subject: Approval of Proposals from Pond for the Design Development for Effingham County Parks

Author: Alison Bruton, Procurement and Capital Projects Manager

Department: Parks & Landscaping/Recreation

Meeting Date: January 16, 2024

Item Description: Proposals from Pond for the Design Development for Effingham County Parks

Summary Recommendation: Staff recommends Approval of the Proposals from Pond for the Design Development for Effingham County Parks

Executive Summary/Background:

- Staff requested proposals from Pond for the design development of various Effingham County parks.
 - Pineora Park NTE \$117,978
 - Meldrim, Clyo, Effingham Recreation Center Parks NTE \$141,851
- Both proposals follow the same scope template that was recently approved for CEM Phase II (also being completed by Pond) for the 50% drawings/design development, and will follow the recommendations from staff and the Effingham County Parks Masterplan.
- These proposals have been reviewed by staff from Effingham County and Thomas & Hutton who will be acting in their program management capacity.

Alternatives for Commission to Consider

- 1. Approval of the two proposals from Pond for design development for Pineora Park in the amount of \$117,978 and for Meldrim, Clyo, and Effingham County Recreation Parks in the amount of \$141,851.
- 2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: T&H, County Manager, Procurement/CP Manager **Funding Source:** SPLOST, Budget Amendment will be necessary **Attachments:**

- 1. Pineora Park Proposal
- 2. Meldrim, Clyo, Effingham Recreation Center Parks Proposal



49 Park of Commerce Way, Suite 203 T: 912.228.3611 Savannah, Georgia 31405 www.pondco.com

January 5, 2023

Ms. Alison M. Bruton, Purchasing Agent Effingham County Board of Commissioners 804 S. Laurel Street Springfield, Georgia 31329

RE: Pineora Park – Design Development Proposal

Dear Ms. Bruton,

Pond (the Consultant) is pleased to present this proposal for the design development of Pineora Park as discussed during our telephone call on November 3.

Brad Jones will be your primary contact and project manager. He will be supported by our team of landscape architects, engineers, and architects who will carry out the necessary tasks for the project. Our understanding of the project and proposed scope of work is as follows:

Proposed Schedule

We will provide our services as expeditiously as practicable, commencing within 10 business days of Notice to Proceed, with the goal of meeting the following schedule:

Assuming NTP by January 15 (Date ranges are inclusive of Holidays and Client Review periods.) 98 – Total Calendar Days

25% Schematic Drawings: 6 weeks (42 days)50% Drawings/Design Development: 8 Weeks (includes County review time) – (56 days)

Project Approach / Work Plan

The project consists of developing 50 percent level set of construction documents (Design Development) for Pineora Park, as proposed in Effingham County's Park and Recreation Master Plan prepared by Pond. The scope/budget is based on this document and a scoping call held November 3, 2023, with County and consultant staff. The intent of the design development drawings is to refine the scope of construction within Pineora Park by preparing plans for estimating construction budgets at the 50% level. After the County determines budget levels, future surveys and design work to complete the drawings for bid advertisement will take place as additional services.

Scope of Design:

- Design of disc golf course route and facilities
- Paved walking path, tied into Lawton Park
- Unpaved perimeter hiking/biking trail
- Playground replacement/improvement
- Playground/trailhead restrooms/septic design
- Ball field restroom renovation

- Landscape improvements
- Lighting improvements (Georgia Power coordination, no field lighting improvement at this time)
- Parking Lot improvements
- Please note that the Pump tracks are excluded from the scope

Task #1 – Project Kick-off / Project Management

- The Consultant will host an in-person kick-off meeting with the client project team on site to discuss the project.
- Following the kick-off meeting Pond staff will visit the site to observe existing conditions as relates to the scope of work for park additions. Parks staff are encouraged to join Pond on the site visit to impart their knowledge of the park and facilities. This information will be noted and transcribed in a field report.
- Provide weekly client updates, invoicing, sub-consultant coordination, designer oversight and day-to-day project management.

Task #2 – Schematic Design

The Consultant will:

- Prepare a base map utilizing county GIS data. Existing hardscape elements will be measured on site after the kickoff meeting. An existing conditions survey will be prepared later after the Design Development phase is completed.
- Provide a facility evaluation of the existing ball field restrooms and siting for a new, additional restroom facility.
- Prepare drawings equivalent to 25% design completion. The Consultant will prepare a schematic site plan indicating the various program elements for Client review and approval.
- Incorporate any Client comments into a revised plan and present the final layout for acceptance prior to finalizing the 25% Schematic plans.
- Finalize the 25% Schematic plans, submit for Client review and address one round of comments prior to proceeding to Design Development (50% completion).
- Prepare a Level 3 soils test to determine the best location/requirements for a new restroom septic field.
- Undertake permitting due diligence with Effingham County, including review of applicable codes.
- A 2D Color site plan rendering will be provided indicating the extent of park development for County use and publication, for use in February 2024 Town Hall Meetings.

Plans shall include but not be limited to:

- Cover Sheet
- Survey Sheet
- General Notes
- Schematic building floor plans and elevations
- Schematic Site Plans will locate all proposed park features
- Schematic Grading Plans
- Preliminary Construction Details standard details, as well as a list of custom details anticipated

Deliverables:

- Schematic (25%) drawings at a max 1" = 20 ft scale and 22x34 size in PDF digital format for Client review and comments
- (1) One Rendered site plan to scale (PDF format)

Task #3 – 50% Level Construction Documents

The Consultant will advance the design based upon Client decisions in the Schematic Design Phase, adding more detail and resolution to the plans. During development of the 50% level design drawings the Consultant will work with the Client in developing bid alternates or phasing options to meet the Client's expected budget. The Consultant will meet with the Client virtually to review the drawings and cost estimate to develop options for alternates and/or phases, and to identify tasks required to progress to 100% construction documents and permitting. 50% drawings will address all the proposed improvements, where placement, size, materials, and other key elements of design have been identified for the purposes of producing a viable cost estimate and phasing plan. All survey, details, calculations, and criteria will be completed in the future 100% construction documents phase, to meet permit review and approval requirements.

Plans shall include but not be limited to:

- Cover Sheet
- General Notes sheet
- Overall Site Plan showing improvements
- Demolition Plan
- Grading Plan and drainage profiles
- Utility Plans/septic soil plan/details and sewer profiles
- List of anticipated HVAC, electrical, and plumbing systems needs
- 50% level Architectural + Mechanical/Electrical/Plumbing drawings of renovation.
- Landscape Plans and details
- Construction details
- List of anticipated technical specifications

Deliverables

- 50% drawings at a max 1" = 20 ft scale and 22x34 size in PDF digital format for Client review and comments
- Opinion of Probable Cost

Notice-to-Proceed

No work on this project shall be performed until a contract has been executed and a Notice-to-Proceed letter has been issued.

Exclusions and Assumptions

- 1. Services not specifically included in the proposal, or material changes requested after professional services have commenced and/or been approved by the Client team, will be considered additional / out of scope services, and will be approved via a contract change order prior to commencement of the additional work.
- 2. It is assumed the Client will provide necessary access to the property.
- 3. While the Consultant will deliver a value-conscious design and seek Client's preference on phasing, bid alternates, and significant cost-related decisions when options are presented, a detailed value-engineering analysis is not included.
- 4. 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.
- 5. 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.
- 6. The following tasks are excluded:
 - a. Environmental delineation or Phase I/II environmental site assessments
 - b. Topographic/boundary surveys
 - c. Geotechnical studies
 - d. Development of 100% issued for construction documents and specifications
 - e. Hydrology study
 - f. Permitting.
 - g. Bidding and negotiation assistance
 - h. Construction observation and project closeout services

Fee Schedule

The Consultant proposes to bill monthly for work completed as indicated below to complete the scope of work as described herein. A detailed breakdown of the tasks and manhours to accomplish each task can be seen in Attachment A, the proposal cost matrix.

Pineora Park Improvements	
Task 1 Kick-Off/Project Management	\$18,436
Task 2 Schematic Design (25% Drawings)	
Site Development	\$27,623
Architectural/Structural/MEP	\$19,011
Task 3 Design Development (50% Drawings)	
Site Development	\$25,550
Architectural/Structural/MEP	\$26,359
TOTAL NOT TO EXCEED FEE	\$117,978

We thank you for your consideration of this proposal and look forward to the opportunity to partner with Effingham County on this and future Parks and Recreation projects.

Sincerely,

Pond & Company

Brad Jones, PLA, ASLA Senior Project Manager

Attachment 'A' – PROPOSAL COSTS

Matthew Wilder, PLA, ASLA Vice President

Melissa Phillips Associate | Client Manager

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49 Park of Commerce Way, Suite 203 T: 912.228.3611 Savannah, Georgia 31405 www.pondco.com

January 5, 2024

Ms. Alison M. Bruton, Purchasing Agent Effingham County Board of Commissioners 804 S. Laurel Street Springfield, Georgia 31329

RE: Meldrim Community Park, Clyo Community Center and Effingham Recreation Center – Design Development Proposal

Dear Ms. Bruton,

Pond (the Consultant) is pleased to present this proposal for the design development of Meldrim, Clyo and Effingham Recreation Center Parks as discussed during our telephone call on November 3.

Brad Jones will be your primary contact and project manager. He will be supported by our team of landscape architects, engineers, and architects who will carry out the necessary tasks for the project. Our understanding of the project and proposed scope of work is as follows:

Proposed Schedule

We will provide our services as expeditiously as practicable, commencing within 10 business days of Notice to Proceed, with the goal of meeting the following schedule:

Assuming NTP by January 15 (Date ranges are inclusive of Holidays and Client Review periods.) 126 Total Calendar Days

25% Schematic Drawings: 8 weeks (56 days – Renderings by February 16)50% Drawings/Design Development: 10 weeks (includes County review time) – (70 days)

Project Approach / Work Plan

The project consists of developing 50 percent level of completion construction documents (Design Development) for three parks as proposed in Effingham County's Park and Recreation Master Plan prepared by Pond. The scopes/budgets of each project noted below are based on this document and a scoping call held November 3, 2023 with County and consultant staff. The intent of the design development drawings is to refine the scope of construction within each park by preparing plans for estimating construction budgets at the 50% level. After the County determines budget levels, future surveys and design work to complete the drawings for bid advertisement will take place as additional services.

Each park will be billed out as a phase under one task order as broken out in the attached fee schedule.

Meldrim Community Park Scope of Design:

- Perimeter walking path
- Basketball court renovation
- Tennis court renovation
- Playground site development (for future playground replacement)
- Septic field replacement
- Well/water source replacement/pump specifications
- Landscape improvements

- Lighting improvements (Georgia Power coordination)
- On-street parking/drainage improvements
- Alternate task: Pavilion/restroom renovations

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

- The Consultant will host an in-person kick-off meeting with the client project team on site to discuss the project.
- Following the kick-off meeting Pond staff will visit the site to observe existing conditions as relates to the scope of work for park additions. Parks staff are encouraged to join the Consultant in this observation to impart their knowledge of the park and facilities. This information will be noted and transcribed in a field report.
- Provide weekly client updates, invoicing, sub-consultant coordination, designer oversight and day-to-day project management.

Meldrim Task #2 – Schematic Design

The Consultant will:

- Prepare a base map utilizing County GIS data. Existing hardscape elements will be measured on site after the kickoff meeting. An existing conditions survey will be prepared later after Design Development is completed.
- Prepare drawings equivalent to 25% design. The Consultant will prepare a schematic site plan indicating the various program elements for Client review and approval.
- Incorporate any Client comments into a revised plan and present the final layout for acceptance prior to finalizing the 25% Schematic plans.
- Finalize the 25% Schematic plans, submit for Client review and address one round of comments prior to proceeding to 50% design plans (Design Development).
- Procure a Level 3 soils test to determine the best location/requirements for a new septic field (existing well/septic field has been determined to be in poor condition).
- Undertake permitting due diligence with Effingham County, including review of applicable codes.
- A 2D Color site plan rendering will be provided indicating the extent of park development for County use and publication, for use in February 2024 Town Hall Meetings.

Plans shall include but not be limited to:

- Cover Sheet
- Survey Sheet
- General Notes
- Schematic Site Plans will locate all proposed park features
- Schematic Grading Plans

Deliverables:

- Schematic (25%) drawings at a max 1" = 20 ft scale and 22x34 size in PDF digital format for Client review and comments
- (1) One Rendered site plan to scale (PDF format)

Meldrim Task #3 - 50% Level Construction Documents

The Consultant will advance the design based upon Client decisions in the Schematic Design Phase, adding more detail and resolution to the plans. During development of the 50% level design drawings the Consultant will work with the Client in developing bid alternates or phasing options to meet the Client's expected budget. The Consultant will meet with the Client virtually to review the drawings and cost estimate to develop options for alternates and/or phases, and to identify tasks required to progress to 100% construction documents and permitting. 50% drawings will address all the proposed improvements, where placement, size, materials, and other key elements of design have been identified for the purposes of producing a viable cost estimate and phasing plan. All survey, details, calculations, and criteria will be completed in the future 100% construction documents phase, to meet permit review and approval requirements.

Plans shall include but not be limited to:

- Cover Sheet
- General Notes sheet

- Overall site plan showing improvements
- Demolition plan
- Grading plan and drainage profiles
- Utility plans/Septic soil plan/details and sewer profiles
- Landscape plans and details
- Preliminary Construction Details standard details, as well as a list of custom details anticipated
- List of anticipated technical specifications

Deliverables

- 50% drawings at a max 1" = 20 ft scale and 22x34 size in PDF digital format for Client review and comments
- 50% Opinion of Probable Cost

Meldrim Alternate Task #4 - Pavilion/Restroom Renovation

The Consultant will develop renovation plans of the existing pavilion/restroom structure to improve conditioning, usability, and appearance. At the kick-off meeting, Pond will make measured drawings of the existing structure and notate any visible issues with the current structure. The architectural/MEP design is provided as an alternate task.

Plans shall include but not be limited to:

- Schematic building floor plans and elevations
- List of anticipated HVAC, electrical, and plumbing systems needs
- 50% level Architectural + Mechanical/Electrical/Plumbing drawings of renovation

Clyo Community Center Scope of Design:

- Perimeter walking path
- Baseball field/fencing renovation
- Basketball court renovation
- Playground replacement/improvement
- Septic field replacement
- Landscape improvements
- Lighting improvements (Georgia Power coordination)
- Parking lot/drainage improvements
- Community center/pavilion Minor renovations

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

- The Consultant will host an in-person kick-off meeting with the client project team on site to discuss the project.
- Following the kick-off meeting Pond staff will visit the site to observe existing conditions as relates to the scope of work for park additions. Parks staff are encouraged to join the Consultant in this observation to impart their knowledge of the park and facilities. This information will be noted and transcribed in a field report.
- Provide weekly client updates, invoicing, sub-consultant coordination, designer oversight and day-to-day project management.

Clyo Task #2 – Schematic Design

The Consultant will:

- Prepare a base map utilizing County GIS data. Existing hardscape elements will be measured on site after the kickoff meeting. An existing conditions survey will be prepared later after Design Development is completed.
- Provide facility evaluation of Clyo Community Center for renovations/prepare measured drawings.
- Prepare drawings equivalent to 25% design. The Consultant will prepare a Schematic site plan indicating the various program elements for Client review and approval.
- Incorporate any Client comments into a revised plan and present the final layout for acceptance prior to finalizing the 25% Schematic plans.
- Finalize the 25% Schematic plans, submit for Client review and address one round of comments prior to proceeding to 50% Design Development plans.
- Procure a Level 3 soils test to determine the best location/requirements for a new septic field (existing septic field has been determined to be in poor condition)
- Undertake permitting due diligence with Effingham County, including review of applicable codes.

• A 2D Color site plan rendering will be provided indicating the extent of park development for County use and publication, for use in February 2024 Town Hall Meetings.

Plans shall include but not be limited to:

- Cover Sheet
- Survey Sheet
- General Notes
- Schematic Site Plans will locate all proposed park features
- Schematic Grading Plans
- Schematic building floor plans and elevations
- Preliminary Construction Details standard details, as well as a list of custom details anticipated

Deliverables:

- 25% drawings at a max 1" = 20 ft scale and 22x34 size in PDF digital format for Client review and comments.
- (1) One Rendered site plan to scale (PDF format).

Clyo Task #3 – 50% Level Construction Documents

The Consultant will advance the design based upon Client decisions in the Schematic Design Phase, adding more detail and resolution to the plans. During development of the 50% level design drawings the Consultant will work with the Client in developing bid alternates or phasing options to meet the Client's expected budget. The Consultant will meet with the Client virtually to review the drawings and cost estimate to develop options for alternates and/or phases, and to identify tasks required to progress to 100% construction documents and permitting. 50% plans will address all the proposed improvements, where placement, size, materials, and other key elements of design have been identified for the purposes of producing a viable cost estimate and phasing plan. All survey, details, calculations, and criteria will be completed in the future 100% construction documents phase, to meet permit review and approval requirements.

Plans shall include but not be limited to:

- Cover Sheet
- General Notes
- Overall site plan showing improvements
- Demolition Plan
- Grading Plan and drainage profiles
- Utility Plans/septic soil plan/details and sewer profiles
- List of anticipated HVAC, electrical, and plumbing systems needs
- 50% level Architectural + Mechanical/Electrical/Plumbing drawings of renovation.
- Landscape Plans and details
- Construction Details
- List of anticipated technical specifications

Deliverables

- 50% drawings at a max 1" = 20 ft scale and 22x34 size in PDF digital format for Client review and comments
- 50% Opinion of Probable Cost

Effingham GA Recreation Complex Scope of Design:

- New parking lot
- Dugout improvements
- Batting cage improvements roof/timed lights
- Field lighting improvements/LED (Musco)
- Multi-use field synthetic turf renovation
- Playground improvement + All Inclusive Playground
- Landscape improvements
- Lighting improvements (Georgia Power coordination)
- Concession building/scorers box/pavilion/gym renovations
- Signage system

Item XII. 9.

Effingham Rec Complex Task #1 – Project Kick-off / Project Management

- The Consultant will host an in-person kick-off meeting with the client project team on site to discuss the project.
- Following the kick-off meeting Pond staff will visit the site to observe existing conditions as relates to the scope of work for park additions. Parks staff are encouraged to join the Consultant in this observation to impart their knowledge of the park and facilities. This information will be noted and transcribed in a field report.
- Provide weekly client updates, invoicing, sub-consultant coordination, designer oversight and day-to-day project management.

Effingham Rec Complex #2 – Schematic Design

The Consultant will:

- Prepare a base map utilizing County GIS data. Existing hardscape elements will be measured on site after the kickoff meeting. An existing conditions survey will be prepared later after Design Development is completed.
- Provide facility evaluation of the Gym, Pavilion, Scorer's Box, Concession Building and for renovations/prepare measured drawings.
- Prepare drawings equivalent to 25% design. The Consultant will prepare a Schematic site plan indicating the various program elements for Client review and approval.
- Incorporate any Client comments into a revised plan and present the final layout for acceptance prior to finalizing the 25% Schematic plans.
- Finalize the 25% Schematic plans, submit for Client review and address one round of comments prior to proceeding to 50% design drawings.
- Undertake permitting due diligence with City of Springfield/Georgia Soil and Water Conservation Commission, including review of applicable codes.
- A 2D Color site plan rendering will be provided indicating the extent of park development for County use and publication, for use in February 2024 Town Hall Meetings.

Plans shall include but not be limited to:

- Cover Sheet
- Survey Sheet
- General Notes
- Schematic Site Plans will locate all proposed park features
- Schematic Grading Plans
- Schematic building floor plans and elevations
- Preliminary Construction Details standard details, as well as a list of custom details anticipated

Deliverables:

- 25% drawings at a max 1" = 20 ft scale and 22x34 size in PDF digital format for Client review and comments
- (1) One Rendered site plan to scale (PDF format)

Effingham Rec Complex #3 – 50% Level Construction Documents

The Consultant will advance the design based upon Client decisions in the Schematic Design Phase, adding more detail and resolution to the plans. During development of the 50% level design drawings the Consultant will work with the Client in developing bid alternates or phasing options to meet the Client's expected budget. The Consultant will meet with the Client virtually to review the drawings and cost estimate to develop options for alternates and/or phases, and to identify tasks required to progress to 100% construction documents and permitting. 50% drawings will address all the proposed improvements, where placement, size, materials, and other key elements of design have been identified for the purposes of producing a viable cost estimate and phasing plan. All survey, details, calculations, and criteria will be completed in the future 100% construction documents phase, to meet permit review and approval requirements.

Plans shall include but not be limited to:

- Cover Sheet
- General Notes
- Overall Site Plan showing improvements

- Demolition Plan
- Grading Plan and drainage profiles
- Utility Plans/septic soil plan/details and sewer profiles
- List of anticipated HVAC, electrical, and plumbing systems needs
- 50% level Architectural + Mechanical/Electrical/Plumbing drawings of renovation
- Landscape Plans and details
- Standard Construction Details
- List of anticipated technical specifications

Deliverables

- 50% drawings at a max 1" = 20 ft scale and 22x34 size in PDF digital format for Client review and comments
- 50% Opinion of Probable Cost

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. It is assumed Pond will undertake necessary site visits for each park site at one time. This is accounted for in each listing for Task 1 per park. Other client meetings are understood to be virtual meetings.
- 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.
- 3. It is assumed the Client will provide necessary access to the property.
- 4. While the Consultant will deliver a value-conscious design and seek Client's preference on phasing, bid alternates, and significant cost-related decisions when options are presented, a detailed value-engineering analysis is not included.
- 5. 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.
- 6. 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.
- 7. The following tasks are excluded:
 - a. Environmental delineation or Phase I/II environmental site assessments
 - b. Topographic/boundary surveys (to be obtained after 50% drawings)
 - c. Geotechnical studies
 - d. Development of 100% issued for construction documents and specifications
 - e. Permitting
 - f. Bidding and negotiation assistance
 - g. Construction observation and project closeout services.

Fee Schedule

The Consultant proposes to bill monthly for work completed as indicated below to complete the scope of work as described herein. A detailed breakdown of the tasks and manhours to accomplish each task can be seen in Attachment A, the proposal cost matrix.

Meldrim Park Improvements	
Task 1 Kick-Off/Site Visit/Project Management	\$5,724
Task 2 Schematic Design (25% Drawings)	\$7,824
Task 3 Design Development (50% Drawings)	\$13,044
Total – Meldrim Community Park	\$26,592
Total Alternate Task 4 – Restroom/Pavilion Renovations	\$8,107
Clyo Community Center Improveme	ents
Task 1 Kick-Off/Site Visit/Project Management	\$5,504
Task 2 Schematic Design (25% Drawings)	\$9.706
Task 3 Design Development (50% Drawings)	\$15,774
Total – Clyo Community Center	\$30,985
Effingham Recreation Complex Improv	rements
Task 1 Kick-Off/Site Visit/Project Management	\$12,085
Task 2 Schematic Design (25% Drawings)	
Site Development	\$18,609
Architectural/MEP	\$11,271
Task 3 Design Development (50% Drawings)	
Site Development	\$26,600
Architectural/MEP	\$15,489
Total – Effingham Recreation Complex	\$84,274
TOTAL NOT TO EXCEED FEE FOR ALL TASKS (Excluding Alternate)	\$141,851

We thank you for your consideration of this proposal and look forward to the opportunity to partner with Effingham County on this and future Parks and Recreation projects.

Sincerely,

Pond & Company

Brad Jones, PLA, ASLA Senior Project Manager

Matthew Wilder, PLA, ASLA Vice President

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Melissa Phillips Associate | Client Manager

Attachment 'A' – PROPOSAL COSTS

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Staff Report

Subject: Ratification of Approval of payment to Bryan County for Sewer Connections
Author: Alison Bruton, Procurement and Capital Projects Manager
Department: Water/Sewer
Meeting Date: January 16, 2024
Item Description: Payment to Bryan County for Sewer Connections

Summary Recommendation: Staff recommends approval of a payment to Bryan County in the amount of \$130,000 for the installation of two sewer connections.

Executive Summary/Background:

- As part of the I-16 Regional Sanitary Sewer Project, Bryan County will install two sewer service connections that may, upon submitted of a request and payment, serve Effingham County property and future development. These connections will be on Parcels 329D-001 and 331-022.
- The total cost requested for these connections is \$130,000.00. Effingham County will seek reimbursement for these connections from the Effingham County IDA.

Alternatives for Commission to Consider

- 1. Ratification of Approval of payment to Bryan County for Sewer Connections in the amount of \$130,000.00
- 2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Thomas & Hutton

Funding Source: Budget Amendment will be needed for the expense, but the County will work with the IDA for reimbursement

Attachments: Request from Bryan County



BRYAN COUNTY ENGINEERING DEPARTMENT

51 North Courthouse Street P.O. Box 1071 Pembroke, Georgia 31321 912-653-3893 (Fax)653-3864 66 Capt. Matthew Freeman Drive Suite 201 Richmond Hill, Georgia 31324 912-756-7962 (Fax)756-7951

December 7, 2023

Tim Callanan, County Manager Effingham County Board of Commissioners 802-804 S Laurel St. Springfield, GA 31329

Re: Sanitary Sewer Service Connections Interstate 16 Regional Sanitary Sewer

Dear Tim:

As part of the Interstate 16 Regional Sanitary Sewer project, Bryan County will install two service connections that may, upon submission of a written request and the payment of certain costs, serve your property for future development. These connections will be installed by the County's contractor on Parcels 329D-001 and 331-022. Below is a summary of the work to be performed and the associated cost:

Item #	Description	Contract Price
Effingha	m Connections	
1	Install (2) 18" Wye and 18" Valve in Manhole w/	\$130,000.00
	Cap for Future Connections	
	Sub-Total Effingham	\$130,000.00

Please remit payment in the sum of \$130,000.00 by close of business on December 15, 2023, along with a signed copy of the enclosed letter, so that the work can be properly scheduled. Final location of the service connections will be coordinated with you prior to the start of construction.

Should you have any questions or require further information regarding the above, please do not hesitate to contact me at (912) 756-7953 or by email at *kcroasmun@bryan-county.org*.

Sincerely,

Kirk D. Croasmun, PE, CFM Bryan County Engineer



BRYAN COUNTY ENGINEERING DEPARTMENT

51 North Courthouse Street P.O. Box 1071 Pembroke, Georgia 31321 912-653-3893 (Fax)653-3864 66 Capt. Matthew Freeman Drive Suite 201 Richmond Hill, Georgia 31324 912-756-7962 (Fax)756-7951

Confirmation of Service Connection Contribution

Date _____

Mr. Kirk Croasmun, P.E. Bryan County Engineering Department

Re: Bryan County – Sewer Connection Interstate 16 Regional Sanitary Sewer

To whom it may concern:

This letter serves as my request to Bryan County for the installation of a sewer service connection to serve my property identified as:

Owner:	
Address:	

I expressly authorize Bryan County and its contractors to install such utilities as necessary for the connection. I understand and agree that I am responsible for the costs associated with the sewer service connection in the amount of \$130,000.00.

Sincerely,

Sworn to and subscribed before me, This day of , 202 .

Notary Public My Commission expires: _____

Staff Report

Subject: Ratification of Approval for Payment to Quality Recording Solutions, LLC
Author: Alison Bruton, Procurement and Capital Projects Manager, Jay Spinks, E-911
Director
Department: E-911
Meeting Date: January 16, 2024
Item Description: Payment to Quality Recording Solutions, LLC

Summary Recommendation: Staff recommends approval of the ratification for the Payment to Quality Recording Solutions, LLC

Executive Summary/Background:

- Motorola is upgrading the SEGARRN core to version 2021.1 this month
- There are license fees associated with upgrading the interface between the AIS (Motorola Product) and the Eventide recorder (non- Motorola product) each time the radio core is upgraded.
- The AIS (Automatic Identification System) identifies each radio channel in the county radio system; a caller ID if you will. The Eventide (Quality Recording Solutions) recorder has to be programmed as well to accept the radio identifications which are proprietary to Motorola.
- Effingham County Staff was unaware of the AIS software change and as a result needed the payment approved by the Count Manager to avoid delays and further issues. The total for the payment is \$17,985.00.

Alternatives for Commission to Consider

- 1. Ratification of Approval for Payment to Quality Recording Solutions, LLC in the amount of \$17,985.00
- 2. Take no action.

Recommended Alternative: 1 Other Alternatives: 2 Department Review: Finance, County Manager, Fire Chief/EMA Director, E-911 Director Funding Source: E-911 Attachments: Quote from Quality Recording Solutions

		Quote Number: 2024006
01/03/24	Quality Recording Solutions, LLC425 E Crossville Road Ste 207Roswell, Georgia 30075Tel: 770-993-4793Fax: 770-993-5038Prepared by: Alex Spencer ext 704aspencer@QRSworld.com	
Prepared for:	Effingham Co 911 Attn: Jay Spinks 181 Recyle Way Guyton, GA 31312	Eventide [®]
	www.QRSworld.com	

			www.dr.com					
		System		18 · · · · · · · · · · · · · · · · · · ·	and the second			
Hardware/Softw	vare		a second and a	(a. 1)				
Model No.		Description	Unit Price	QTY	Total Price			
209222	Integration to Motorola ASTRO 25 system	- Subsequent ASTRO version - SINGLE AIS	\$6,995.00	1	\$6,995.00			
271143	Mandatory license fee for Upgrade to a subsequent Astro System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid) \$9,995.00		\$9,995.00	1	\$9,995.00			
Hardware/Software Sub-Total				\$16,990.00				
		Services						
Services	Installation and Configuration	Description	Rate \$995.00	QTY 1	Total Price \$995.00			
Services Price					\$995.00			
and the second second	Sol	Summary ution Components			Price			
System Price					\$16,990.00			
Services Price					\$995.00			
Shipping					\$0.00			
Тах					\$0.00			
Total Price					\$17,985.00			

Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable. Other Conditions of Sale:

Quote Expires in 90 Days

Installation to be provided by QRS to customer installed RJ21X or 66 Block

Customer's radio, telephone, CAD and mapping vendors should provide the proper inputs identified and terminated within 6 feet of the recorder's physical location prior to installation by QRS. Additional charges may apply if the VoIP codec is anything other than G.711 PCM codec. Audio needs to be unencrypted

Service if needed may be obtained by calling (877) 733-7771 ext. 2

Equipment will be ordered and installed 30 days ARO unless agreed upon other wise, in which a written letter with requested install date will be required Payment terms are net 30 days from invoice / installation

Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by its other vendors.

If the end user is not ready for the installation on the agreed upon date, the system will be shipped to end user and an invoice will be sent for 50% of total purchase price. Upon completion of the install and training, the remaining balance will be invoiced.

Accepted By:

Signature:	
Name & Title:	
Date:	
Date:	

Jay Spinks

Alex Spencer <aspencer@qrsworld.com></aspencer@qrsworld.com>
Wednesday, January 3, 2024 12:59 PM
Jay Spinks
EXTERNAL:Eventide AIS Interface Upgrade
Effingham 911 GA AIS Upgrade Quote 1-3-24.pdf

Jay,

I hope you enjoyed the Holidays and your new year is off to a good start.

I apologize for the short notice, but I was just informed that Motorola is upgrading the SEGARRN core to version 2021.1 this month. You may recall that there are license fees associated with upgrading the interface between the AIS and the Eventide recorder each time the radio core is upgraded. I try to find out as early as possible about these upgrades so the quotes are not such a surprise, but that was not the case this time around as I am just now finding out about the radio upgrade.

I am in contact with Motorola to get dates on when each site will be upgraded, so I can make sure my team will be ready.

We need this turned around pretty quickly so we can get the licneses from Motorola and Eventide since they are planning to start the upgrades next week.

Moving forward, I think your core gets upgraded every 2 to 3 years so you can plan for this upgrade cost in the future.

Let me know if you have any questions. Have a great day.

Best regards,

Alex Spencer

Quality Recording Solutions www.QRSworld.com Office: (470) 238-3366

Toll Free: (877) 733-7771 x704

Cell: (706) 294-3610

Fax: (770) 993-5038

Email: aspencer@QRSworld.com

Staff Report

Subject: Approval of Proposal from Pond for the Effingham County Transportation Masterplan Update

Author: Alison Bruton, Procurement and Capital Projects Manager

Department: Public Works/Engineering

Meeting Date: January 16, 2024

Item Description: Effingham County Transportation Masterplan Update

Summary Recommendation: Staff recommends approval of the proposal from Pond for the Effingham County Transportation Masterplan Update

Executive Summary/Background:

- Staff requested a proposal from Pond for updates to the Transportation Masterplan which was previously completed by Pond in December of 2021. These updates will incorporate results of other studies and planned development, relook at critical transportation links and bottlenecks, incorporate needs for paving, and other tasks listed in the proposal.
- Pond is proposing an additional task for the Policy Guidance which will assist regarding implementation of recommended improvements and ongoing changes due to maintenance activities or new development plans as detailed in Task 4D.
- The proposal includes a 9-month timeline for completion and includes the following tasks/rates:
 - Task 1: Project management and Coordination \$42,483
 - Task 2: Needs Assessment Update \$58,502
 - Task 3: Community Engagement \$26,528
 - o Task 4A-C: Project Recommendations \$25,499
 - Task 5: Implementation Plan & Documentation \$79,345
 - Task 4D (Optional): Police Guidance \$33,739
- This proposal has been reviewed by staff and T&H personnel.

Alternatives for Commission to Consider

- 1. Approval of Proposal from Pond for the Effingham County Transportation Masterplan Update including Task 4D for a total of \$266,096
- 2. Approval of Proposal from Pond for the Effingham County Transportation Masterplan Update excluding Task 4D for a total of \$232,357
- 3. Take no action.

Recommended Alternative: 1

Other Alternatives: 2, 3 Department Review: County Manager, T&H, Procurement/CP Funding Source: Development Services (the same budget as the previous TMP) Attachments: Proposal from Pond

Scope of Work

The following tasks comprise the suggested scope of work for the Effingham County Transportation Master Plan (TMP) Update. This planning-level update is intended to incorporate the results of other studies and planned development, relook critical transportation links and bottlenecks, incorporate needs for roadway paving, and provide guidance on transportation requirements to be incorporated into development regulations. All tasks will consider maximizing safety, connectivity, efficiency, and equitable transportation access.

Project Coordination

Task 1: Project Management and Coordination

Pond will perform the project management and administration functions necessary to properly deliver this task order. Tasks include coordinating all aspects of the project. This includes, but is not limited to, facilitating a kick-off meeting, developing a Project Management Plan (PMP), identifying approaches for communication, coordination, schedule and budget management, QA/QC, and final delivery of the study documents. During the PMP process, a detailed schedule will be developed to clearly outline a step-by-step breakdown for each task of all analysis, data collection, and major milestones and deliverables.

Routine communication is important to the successful completion of this planning study. It is proposed that the monthly Project Management Team (PMT) meeting be held to make timely decisions and ensure the project is advancing as scheduled. The project kickoff is proposed to be held in person, while the monthly PMT meetings are proposed as virtual meetings.

Task 1A: Coordination with Effingham County

- Coordination and keeping a record of correspondence
- Organization and participation in stakeholder/design meetings and discussions
- Develop a Project Management Plan
- Develop and maintain a detailed project schedule
- Participation in meetings relating to the Project and provide presentations and/or meeting summary notes.
- Consultant PM and Effingham County PM will hold monthly project management (PMT) meetings via Microsoft Teams with three (3) in-person meetings/work sessions to include a kickoff meeting, needs assessment review, and discussion of draft recommendations.
- Supervise and execute Project Administration and Controls for the project.
- Hold monthly internal project reviews that serve as diagnostic checks with respect to budget, schedule, and staffing/resource assignment needs.

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Task 1B: Consulting Team Coordination and Quality Control

- Ensure the Quality Assurance/Quality Control plan is performed on all deliverables.
- Develop a Risk Management Plan for the project.
- Execution of the Planning Study documents and recommendations

Deliverables

- Meeting agendas and minutes
- As needed email status reports to address project progress, outstanding issues, and/or action items
- Monthly status reports to accompany invoices
- Development and maintenance of project schedule
- Project Management Plan
- QA/QC plan, documentation, and coordination

Needs Assessment

Task 2: Needs Assessment Update

The TMP Needs Assessment section will be updated to reflect changes since the last plan and to address freight and transit needs. The existing traffic data and analysis will remain as part of the revised document and will be supplemented with new data and information.

Task 2A: Data Compilation

Pond will compile data needed to provide an updated needs assessment, including traffic counts, County GIS data, and Census-based demographic information, as well as information on the current county improvement program and anticipated development.

- <u>Traffic Data Collection, 24-hour Volume Counts -</u> New 24-hour bi-directional traffic volume counts with vehicle classification will be conducted once along each of the 12 original study corridors plus four additional locations along the corridors (16 locations). This will be used to determine the pace of growth to understand and reassess when improvements recommended in the plan will be needed.
- <u>Traffic Data Collection, Turning Movement Counts</u> New turning movement counts will be
 performed at 10 locations that could be along the original 12 study corridors or at other
 locations to be determined in coordination with the County. These AM and PM peak period
 turning movement counts will be used to analyze intersection operations and level of service
 and identify improvement needs to supplement those already included in the report.
- <u>Crash Data</u> The crash history will be updated to include the most recent crash data available from the GDOT GEARS system. In addition, Pond will coordinate with the SS4A-Safety Action Plan consultant to include summary information from their study in the TMP update.
- <u>GIS Data from Effingham County and US Census</u> Pond will obtain updated GIS information from Effingham County for use in the TMP Update, as well as the current census data. Population and employment data will be obtained from census data sources and used to update related maps in the TMP. Freight network data will be obtained from GDOT, and freight employment will be from the US census data.
- <u>Bridge Sufficiency Data</u> Bridge data will be obtained from the National Bridge Inventory to identify bridge conditions in the County.

- <u>DRI/Anticipated Developments</u> Information on active Developments of Regional Impact (DRIs) and developments anticipated by Effingham County and the Industrial Development Authority will be identified and considered.
- <u>Pavement Management</u> Information on the Pavement type and conditions in Effingham County will be obtained from the County. This will include information on roads that have been paved using various pavement thickness (to the extent known by staff), as well as unpaved and chip seal paved roads. This information will be obtained in GIS or map format if available or will be obtained in a working session with Effingham County staff to map these roads by type.
- <u>Capital Work Program/TSPLOST Program</u> Pond will obtain information on the current transportation Capital work program, TSPLOST program, and pavement maintenance program from Effingham County.

In addition to the data and information provided above, Pond will also review and incorporate the findings from recent County and regional transportation studies, including:

- Old Augusta Road Corridor Study (Effingham Park of Commerce)
- Southeastern Roadway Network (SERN) Study
- Forrest Haven
- Goshen Road Concept Design
- GDOT Coastal Empire Study
- CORE MPO Regional Freight Transportation Plan Being updated through August 2024
- Safe Streets and Roads for All (SS4A) Safety Action Plan
- Blue Jay Corridor Study parallel study
- Commercial Corridor Study parallel study
- Local comprehensive plans

Pond will also coordinate with the CORE MPO as they prepare their Metropolitan Transportation Plan (MTP) update to understand the changes that affect Effingham County and discuss the components of the County plan.

Task 2B: Traffic Congestion and Safety Analysis

Pond will analyze the traffic data to identify areas of current and potential future congestion. The new daily traffic volume data will be used to gauge the growth along the previous study corridors to determine if the need for future improvements is likely to occur earlier or later than was anticipated in the TMP so that implementation phasing can be adjusted where needed.

In addition, the 15 intersections identified with Effingham County will be analyzed using Synchro software to determine operations and level of service for current year and year 2050 conditions. As in the previous TMP, future year growth will be estimated based on GDOT data and CORE MPO model growth. Where future deficiencies are determined for these additional intersections, limited alternatives analysis will be performed using Synchro software to identify and assess improvement options for use in defining an improvement project.

The crash data obtained in Task 2A will be used to identify high crash locations. This will be combined with the SS4A Safety Action Plan safety improvement recommendations.

Task 2C: Multimodal Travel Needs

The TMP will be expanded to include address multimodal travel needs, including truck/freight needs, bicycle/pedestrian needs, and transit/rideshare needs.

- <u>Expand Truck/Commercial Freight Routes</u> Pond will examine truck travel patterns and truck volumes present currently and will examine the potential changes with the implementation of planned development and new planned connections including Effingham Parkway and connecting roads, such as East-West Connector and Blue Jay Road, as well as connections and improvements included in the Coastal Empire Plan.
- <u>Designated Truck Routes</u> Pond will examine the truck route ordinance, including the designated truck routes and those with prohibitions and will compare these to need due to current traffic and emerging growth areas.
- <u>Bicycle and Pedestrian Safety/Improvements</u> The previous TMP provides recommendations
 regarding multiuse trail connections for longer distances across the county. The Pond team will
 coordinate with the Cities to include their planned pedestrian and bicycle improvements. In
 addition, Pond will coordinate with the SS4A Safety Action Plan to include pedestrian and
 bicycle-related safety needs that are identified in that plan and reference them in the updated
 TMP.
- <u>Transit</u> Pond will identify key transit issues and provide big ideas to address challenges. Understanding the relationship between CAT and Coastal Regional Coaches (CRC) will help Pond explore supplemental transit service options such as shuttle service, microtransit, vanpool, ondemand service, and park and rides to determine appropriate service recommendations for the County. Pond will study the feasibility of potential CRC expansion. Forecasted demand, operational modes, and cost will not be included in the TMP update.

Deliverables

Needs Assessment

Community Engagement

Task 3: Stakeholder and Public Outreach

The outreach strategy will be centered around a technical update with the involvement of agency stakeholders and a final meeting with the public. Pond will develop all outreach materials, including flyers, content for email blasts, press releases, and/or infographics. The public meeting will be an open house held toward the end of the project to share key findings, recommendations, and proposed policies. It will take place at the mid-point of a 30-day comment period, where the draft report will be available online for review and comment or in person at the County DOT office. Stakeholders, cities, and local agencies will provide location specific input on safety concerns, congested locations, bicycle or pedestrian needs, and other/general comments through the stakeholder outreach meetings planned

Task 3A: Stakeholder Outreach

- Stakeholder, Cities, and agencies
 - Stakeholder Identification and communication anticipated stakeholders include:
 - Cities of Guyton, Rincon, and Springfield
 - CORE MPO
 - GDOT District 5 and GDOT Office of Planning
 - Effingham County Industrial Development Authority
 - Meeting Material Prep
 - o Three in-person meetings
 - Needs Assessment
 - Draft Recommendations
 - Draft Document / Prioritization

Task 3B: Public Outreach

- Public
 - One in-person public meeting
 - Meeting Materials available on the web for 30-day comment period with the in-person public meeting in the middle of that period
 - Location correspondence
 - Post-meeting organization and analysis
- Advertising
 - o Material preparation for advertisement of the public meeting and project awareness
 - Coordination and advisement on posting

Deliverables

- Meeting Materials
- Stakeholder Meeting Agendas and Notes
- Public Meeting and online materials with notes

Project Identification

Task 4: Prepare Project Recommendations

The TMP project recommendations section will be updated to reflect recommendations that have already been implemented, new recommendations to reflect changing needs, and new recommendations to reflect a deeper look at multimodal improvement and safety needs identified in the SS4A Safety Action Plan.

Task 4A: Intersection Improvement Recommendations

Pond will examine the intersection needs and improvement recommendations in the previous TMP and will examine new traffic volumes, growth patterns, and intersection analysis results from the 15 new intersections being analyzed. This information will be used to adjust the recommended timeline for implementation of improvements and to identify new improvement needs in congested areas. In areas

where new intersection counts are being performed, Synchro software will be used to identify specific improvement needs and options. For other intersections where future growth and connectivity result in future improvement needs, intersection improvements for mid to long term implementation will be identified for future scoping and implementation.

Task 4B: Network Improvement Recommendations

Pond will use traffic volume data in conjunction with an examination of new growth areas and improvements recommended in the GDOT Coastal Empire Study, as well as other studies indicated in Task 1, to determine the need for future roadway capacity improvements and needs including:

- o Roadway widenings
- Freight Upgrades
- o New Roadways
- o Bridge Replacements

These needs will be identified based on traffic volume growth from applied growth rates and identification of major development areas and traffic routing patterns through a sketch planning process. The development of a travel demand model or similar detailed modeling tool is not anticipated. The results of the TMP update will be coordinated with the CORE MPO to allow them to take that information into account in their regional travel demand modeling when portions of Effingham County are incorporated into the MPO, anticipated late 2024.

<u>Roadway Connection between HW-17S at Jabez Jones Rd and US HWY 80.</u> - The examination of roadway network improvement needs will include examination of a connection between HW-17S at Jabez Jones Rd and US HWY 80. This examination will estimate the traffic that will use the new roadway, along with number of lanes needed and traffic control proposed for the endpoints of the new road connection. Please note, that these will be planning level recommendations and do not include traffic engineering studies for review and approval by GDOT. In addition, inclusion of this corridor in the TMP does not include a detailed alignment study or environmental review.

Task 4C: Multimodal Improvement Recommendations

In addition to traditional intersection and roadway recommendations, Pond will examine multimodal travel needs to determine the need for enhancements to facilitate the use of that mode.

- <u>Trucks/Freight</u> This will include an examination of the current truck routes and prohibitions and consideration of changes that may be needed due to commercial growth and roadway functional classification.
- <u>Bicycle/Pedestrian</u> This will include improvements to facilitate bicycle and pedestrian travel. These modes will be considered within the city limits for purposes of long-term connectivity (for example a bicycle route traveling along a Countywide route that passes through a city. Pond assumes that the Cities will provide information on their existing and planned routes/network and information on City sidewalk networks will be limited to what they provide electronically. Also, information and recommendations for bicycle and pedestrian safety will be provided by the County's SS4A – Safety Action Plan consultant.

• <u>Transit</u> – This includes an examination of carpool/vanpool and rideshare opportunities, as well as identification of CRC transit and future micro transit compatible areas.

Task 4D: Policy Guidance (OPTIONAL TASK)

Policy guidance can assist decision-makers regarding implementation of recommended improvements and ongoing changes due to maintenance activities or new development plans. The Pond will prepare recommended policy guidance on a variety of topics:

- <u>Expanding Roadway Network</u> This section is in the current TMP and will be retained with minor updates and examples of network changes. This section recommends the continuation of roads and new connections to increase the connectivity of the Effingham County road network over time.
- <u>Access Management</u> This section is in the current TMP and will be expanded to provide some direct guidance on intersection and access point spacing based on roadway functional classification.
- <u>Roadway Materials and Elements</u> This section is in the current TMP and will be expanded to include a standard policy for improvement of roadways as needs grow and change over time, as recommended in the previous TMP.
- <u>Decision Process for Intersection Control</u> Pond will reference the GDOT Intersection Control Evaluation process and the benefits of various innovative intersection improvements. Guidance will be provided on the volume and physical conditions that would be applicable for treatment of intersections in Effingham County primarily using the intersection control below.
 - Side Street Stop with Turn Lanes
 - o R-Cuts
 - o Roundabouts
 - o Signals
- <u>Functional Classification System –</u> Pond will review the Effingham County roadway functional classification system and will make recommendations for changes based on roadway volume and connectivity. These changes will not represent an exhaustive effort to look at volumes for each road, but will be based on discussion sessions with staff and review of select roads identified in a work session.
- <u>Development Standards for Road and Drainage</u> The Pond team will review the development standards for roads and drainage and will provide recommendations for modifications to the standards that reflect the policies guidance provided above, as well as best practices.

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Deliverables

- Project Recommendations for Various Travel Modes
- Maps of Current Functional Classification System and Recommended Changes
- Policy Guidance for Topics Indicated

Implementation Plan

Task 5: Prepare Implementation Plan and Documentation

Pond will prepare an implementation plan and documentation for the TMP update. The previous document will have additional details regarding funding sources and pavement management.

Task 5A: Roadway and Intersection Policies/Standards

The policy guidance provided in Task 4D will be incorporated into the implementation action plan so that the steps for implementation of the policies will be reflected.

Task 5B: Pavement Management

Pond will examine the pavement management system that Effingham County has in place including the miles of roads needing improvement (maintenance, rehabilitation, and reconstruction) versus the costs to provide those. This will be matched with available County funding to determine the time needed to bring conditions up to good levels Countywide and what is needed to keep pace with new development.

<u>Discussion of Desired Pavement Standards</u> – Pond will review the pavement condition data including the number of roads that fall into each category and will have a discussion with County regarding the desired level of quality they would like to achieve/maintain. The Current Program- TSPLOST 23' spreadsheet w/ road conditions will be examined along with the current sources of funding for pavement maintenance.

<u>Pavement Assessment Map and Data</u> – The data provided by the County (GIS format) will be mapped to show the type of improvement needed.

<u>Maintenance Recommendations</u> – Pond, in coordination with T&H and Effingham County, will make recommendations regarding pavement maintenance and associated costs. This will also consider the planned progression of roadway pavement needs as growth occurs and volumes increase (unpaved to paved, chip seal to paved, local route pavement to truck route pavement). The recommendations will be included in the TMP report along with the GIS and spreadsheet database.

Task 5C: Capital Project Recommendations

Pond will compile capital project recommendations. Projects identified in the previous TMP that are completed or underway will be noted, and new project recommendations will be added. The costs for previous projects will be increased to reflect inflation and planning-level cost estimates will be prepared for new projects.

Improvement Recommendations will be grouped into the following funding categories:

- Roadway improvements
- New Road connections
- Intersection Improvements
- Bicycle/Pedestrian Improvements
- Safety Improvements (to be identified through the SS4A Safety Action Plan)

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• Transit/TOD Improvements

Scope of Work: Effingham County Transportation Master Plan Update

Improvement recommendations will be compared to one another through a prioritization process and will be grouped into short, mid, and long-range implementation periods. Although this plan is not financially constrained, the short and mid-range project recommendations will be comprised of projects that could be funded via ongoing SPLOST initiatives. In addition, potential funding sources will be identified for the projects (SPLOST and others).

Task 5D: Revised Documentation and Presentation to County Commission

The revised TMP document will follow the same basic style as the previous document with some materials reused. The report will be prepared with InDesign software. Once the draft document is prepared, Pond anticipates two rounds of comments from Effingham County, as well as addressing public comments. Pond will also compile GIS data and web-accessible information and will provide that to Effingham County, as well.

Following completion of the study report, Pond will provide a briefing (PowerPoint presentation) for the County Commissioners regarding the plan update.

Deliverables

- Pavement Management Recommendations
- Draft and Final TMP report Document
- GIS Data

Proposed Schedule

The proposed schedule for the plan update assumes a total of nine months. This schedule corresponds with the timeframe for update of the CORE MPO MTP. The proposal includes Coordination with stakeholders at three times during the process: Needs Assessment, Preliminary Recommendations, and Final Recommendations (Prioritized Projects). In addition to the stakeholder outreach, one public meeting is scheduled to be held in month seven.

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Proposed	Schedule	(9-Months)
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Months 1-9
Months 1-3
Months 2-7
Months 3-7
Months 6-8

Scope of Work: Effingham County Transportation Master Plan Update

Proposed Fee

Pond proposes the fee per Task indicated below to prepare the Transportation Master Plan Update. This fee includes all Pond labor, as well as overhead and direct costs for travel assuming six round trips from metro Atlanta to Effingham County. The costs also include a direct cost of \$10,750 for data collection from National Data and Surveying (NDS) for 16 bidirectional traffic volume counts (24 hours) and 10 AM and PM peak period turning movement counts (see attached sheet for hours per task).

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Task 1: Project Management and Coordination - \$42,483 Task 2: Needs Assessment Update - \$58,502 Task 3: Community (Stakeholder and Public) Engagement - \$26,528 Task 4A-C: Project Recommendations - \$25,499 Task 5: Implementation Plan and Documentation - \$79,345 **Total Base Tasks - \$232,357** Task 4D: Policy Guidance (Optional) - \$33,739 **Total All Tasks - \$266,096**

Scope of work and Fee submitted by

Pond & Company

Richal Scrymm

Richard Fangmann, PE Vice President FangmannR@pondco.com 770-598-1142

Effingham County Transportation Master Plan Update

Proposed Fee

Staff Person	Role	Labor Category	Rate		Fask 1	Т	ask 2	Ta	ask 3	Tasl	(4 A-C	Task 4D	Optional	Та	sk 5	Т	otal
				Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Richard Fangmann, PE, PTOE	Principal In Charge-SR Advisor	Project Manager	\$ 238	23	\$5,474	0	\$0	22	\$5,236	2	\$476	9	\$2,142	14	\$3,332	70	\$16,660
Rebecca Hester	Task Order Manager/Transit	Senior Planner	\$ 189	135	\$25,515	26	\$4,914	59	\$11,151	18	\$3,402	12	\$2,268	62	\$11,718	312	\$58,968
Wade Carroll, AICP	QA/QC-Freight	Project Manager	\$ 238	2	\$476	10	\$2,380	0	\$0	10	\$2,380	0	\$0	6	\$1,428	28	\$6,664
Patrick McArdle, EIT	Data/Traffic Analysis	Traffic Engineer	\$ 157	0	\$0	90	\$14,130	0	\$0	32	\$5,024	24	\$3,768	54	\$8,478	200	\$31,400
Serah Mungai	Planning/Traffic Support	Staff Planner	\$ 146	0	\$0	62	\$9,052	16	\$2,336	44	\$6,424	24	\$3,504	202	\$29,492	348	\$50,808
Dominique Vitti	Planning Support	Staff Planner	\$ 146	0	\$0	82	\$11,972	40	\$5,840	30	\$4,380	0	\$0	78	\$11,388	230	\$33,580
Zach Puckett, PE	Concept Development	Traffic Director	\$ 195	14	\$2,730	0	\$0	0	\$0	2	\$390	8	\$1,560	12	\$2,340	36	\$7,020
Matt Flynn, PE	Traffic Engineering	SR. Traffic Engineer	\$ 189	6	\$1,134	6	\$1,134	0	\$0	6	\$1,134	62	\$11,718	28	\$5,292	108	\$20,412
Cody Owenby, PE	Development Regulations	Civil Engineer	\$ 157	0	\$0	4	\$628	0	\$0	0	\$0	40	\$6,280	0	\$0	44	\$6,908
Gina Wilson	Project Admin	Clerical	\$ 87	6	\$522	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	6	\$522
Hannah Laury	Project Admin	Clerical	\$ 87	14	\$1,218	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	14	\$1,218
			Total	200	\$37,069	280	\$44,210	137	\$24,563	144	\$23,610	179	\$31,240	456	\$73,468	1396	\$234,160

Direct Cost: NDS-National Data & Surveying Services (Traffic Data Collection) \$ 10,755

Travel (6 trips to Meetings in Effingham x 1 vehicles = 6 trips x 320 miles = 1920 miles x \$0.65) \$ 1,248

Direct Expenses \$ 1,200

Total \$247,363

8% Labor Contigency \$ 18,733

Total Optional Task 4D \$ 33,739

Total Base Tasks \$ 232,357

Total All Tasks \$ 266,096

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Staff Report

Subject: Approval of Proposal from Trammco for Risk Evaluation and Cleanup
Standard Development for the Atlas Site
Author: Alison Bruton, Procurement and Capital Projects Manager
Department:
Meeting Date: January 16, 2024
Item Description: Proposal from Trammco for Risk Evaluation and Cleanup Standard

Development for the Atlas Site

Summary Recommendation: Staff recommends Approval of the Proposal from Trammco for Risk Evaluation and Cleanup Standard Development for the Atlas Site

Executive Summary/Background:

- Trammco has been performing tasks related to the remediation of the Atlas Site. They have submitted a Voluntary Investigation and Remediation Plan to the GaEPD in November of 2022. The site was accepted into the Voluntary Remediation Program in February 2023.
- Trammco is requesting approval of this proposal for them to calculate site specific Risk Reduction Standards for soil and groundwater based on current site features and the future planned use and coordination with the EPD.
- The fee proposal is dependent on the amount of meetings/back-and-forth with the EPD, but the NTE total is \$19,250.
- This proposal has been reviewed by staff and T&H personnel.

Alternatives for Commission to Consider

- 1. Approval of Proposal from Trammco for Risk Evaluation and Cleanup Standard Development for the Atlas Site for a NTE total of \$19,250.00
- 2. Take no action.

Recommended Alternative: 1 Other Alternatives: 2 Department Review: County Manager, T&H, Procurement/CP Funding Source: SPLOST Attachments: Proposal from Trammco



JUSTIN VICKERY, P.G. SENIOR PROJECT MANAGER 235 Ponce de Leon Place, Suite M-339 Decatur, GA 30030 Tel: (404) 431-6521

December 19, 2023

Mr. Tim Callanan Effingham County Board of Commissioners 804 South Laurel Street Springfield, Georgia 31329

> Re: Proposal for Risk Evaluation and Cleanup Standard Development Former Atlas Sand Facility 216 Shady Oaks Drive Guyton, Georgia

Dear Mr. Callanan:

Trammco Environmental Solutions, LLC (Trammco) is pleased to provide this proposal to determine cleanup standards for the above-referenced site ("the Site"). Trammco submitted a Voluntary Investigation and Remediation Plan to the Georgia Environmental Protection Division (EPD) in November 2022. The Site was accepted into the Voluntary Remediation Program (VRP) in a letter from EPD dated February 3, 2023. EPD provides default clean-up standards for several environmental contaminants; however, based on site specific features and uses, there may be more appropriate standards to apply to the soil and groundwater impacts.

Proposed Scope of Work

Known impacted media at the subject site includes soil, groundwater, and pond sediment. The proposed scope of work includes the following:

- Trammco will calculate site specific Risk Reduction Standards (RRSs) for soil and groundwater based on the current site features and the planned future use. These will be provided to EPD with a request for approval by their Risk Assessment Program. EPD has previously agreed that a Type 5 RRS soil cap may be appropriate at the subject site. The calculated/EPD approved RRS values for soil will help to define the amount of impacted soil that can be left in place outside of the footprint of the soil cap.
- 2. As requested by EPD, Trammco will evaluate the need for an ecological assessment with regard to the sediment impacts and potential surface water impacts. This evaluation will determine which standards will ultimately apply to the pond sediment and surface water. The requirement for the ecological assessment is dependent on various factors, including whether groundwater is impacting surface water and the planned removal of impacted sediment. These may need to be discussed and negotiated with EPD. Therefore, it is still unknown whether a full ecological assessment will be required.

Proposal for Risk Evaluation and Cleanup Standards Development Former Atlas Sand Mine Guyton, Georgia Page 2



3. This task may include one or more meetings with EPD to discuss the various aspects of the risk evaluation.

Estimated Cost

Trammco can complete the above scope of work on a time and materials basis. The estimated cost range to complete these tasks is \$16,950 to \$19,250, depending on the amount of back-and-forth with the EPD. If site or other conditions change that might impact this cost range, Trammco will notify the client immediately.

Assumptions

- Various factors are involved in calculating RRSs. There is often some amount of discussion with EPD to reach final approval. Therefore, Trammco cannot guarantee that the initial RRSs calculated will be approved.
- If the client desires to stop work for any reason, a partial payment will be assessed for any work completed.

We appreciate the opportunity to provide this proposal. If you have any questions, please call me at the number above.

Sincerely,

Justin Vickery, PG

Senior Project Manager

Staff Report

Subject: Approval of Task Order #2 for Thomas and Hutton for a Force Main Extension Feasibility Study Author: Alison Bruton, Purchasing Agent Department: Water/Sewer Meeting Date: January 16, 2024 Item Description: Force Main Extension Feasibility Study

Summary Recommendation: Staff recommends approval of Task Order #2 for Thomas and Hutton for a Force Main Extension Feasibility Study

Executive Summary/Background:

- Staff requested a proposal from Thomas and Hutton (T&H) to provide a feasibility study for a force main extension that will connect the City of Guyton and City of Springfield to the Effingham County WWTP.
- T&H will develop a technical memo with 30% design plans describing the potential connection and provide an alternatives analysis for a NTE fee of \$91,500.00. The tasks included in this fee are as follows:
 - o Project Administration/Meetings/Workshops
 - o Desktop Review/Alternatives Analysis
 - Concept Report & 30% Plans
 - o Intergovernmental Agreement Coordination
 - Funding Evaluation
 - Reimbursable Expenses

Alternatives for Commission to Consider

- 1. Approval of Task Order #2 for Thomas and Hutton for a Force Main Extension Feasibility Study for a NTE total of \$91,500
- 2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, County Engineer, Procurement/CP **Funding Source:** General Fund, Consulting – budget amendment will be necessary **Attachments:** Task Order 2

EFFINGHAM COUNTY COMMISSION MASTER SERVICES CONTRACT NO. 21-007 TASK ORDER #2

TASK ORDER # J#29087.0002	002	DATE	November 21, 2023 Updated January 4, 2024
ADDENDUM TO CONTRACT	NO. <u>21-007</u>	DATE	April 23, 2021

PROJECT: FORCE MAIN EXTENSION TO SPRINGFIELD FEASIBILITY STUDY

EFFINGHAM COUNTY COMMISSION (Owner) and **THOMAS & HUTTON ENGINEERING CO.** (Consultant or Thomas & Hutton) this 21st day of November 2023, provide the following task order through their contract dated April 23, 2021, for work, materials, or services described below.

SCOPE OF WORK:

Thomas & Hutton is proposing to provide engineering feasibility study services for the Springfield to Effingham WWTF Force Main Extension Project. Thomas & Hutton will develop a Technical Memo with 30% Design Plans describing the potential sewer connection from Springfield to the Effingham WWTF with a force main and lift station, if required. The Consultant will complete an initial investigation and provide an Alternatives Analysis with an overview of the advantages and disadvantages of the possible construction methods for the potential force main routes. The information provided in the final Technical Memo with be used by County decision makers to determine the desired force main route, size and method of force main and lift station construction. The Consultant will also evaluate funding sources for the final proposed project.

The scope of work for this task order assumes analyzing a single connection from Springfield. During the analysis if it is determined that other connections are needed (ie. Guyton, Rincon, etc.) from other areas of the County then scopes and fees can be adjusted accordingly.

A. <u>SCOPE OF SERVICES</u>

1. <u>Project Administration</u>

a. <u>Project Kickoff Meeting</u>

Thomas & Hutton will hold a kick-off meeting with Effingham County and other key team members to discuss the goals, project schedule, administrative procedures, respective responsibilities, lines of communication, contacts and expectations, progress reporting, data collection, preliminary route selections, working restrictions, and additional project matters as appropriate.

b. <u>Review Workshops</u>

Thomas & Hutton plans to hold milestone project workshops at the completion of the Alternatives Analysis findings and the review of the final Technical Memo with 30% Design Plans. During these workshops, we will share and discuss any issues that have been raised during that stage of the design. Thomas & Hutton will also provide updates relative to project budget and schedule.

2. <u>Technical Memo</u>

a. <u>Desktop Review / Alternatives Analysis</u>

Consultant will conduct a desktop review using available GIS based tools, including LiDAR, of the proposed routes and provide an alternatives analysis report. The following items will be reviewed and compiled into the analysis for each route:

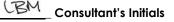
- Available GIS records of existing distribution system and surrounding utility systems
- National Wetland Inventory, IPaC and State Historical Office
 Records
- FEMA Floodplain/Floodway
- GDOT/Railroad/City/County Encroachment planning
- Identify and prepare exhibits for necessary easements to be acquired
- Anticipated permits required
- Identify potential conflicts and constructability issues that
 may impact anticipated survey area
- Preliminary sizing of force main based on anticipated flows

Consultant will coordinate with key team members to conduct one (1) site visit as part of this task.

b. <u>Final Technical Memo & Preliminary Design</u>

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- Develop and deliver a technical memo for the proposed force main.
- Prepare 30% project plans and specifications which will include:
 - Preliminary General Plan Sheets (Cover Sheet, General Notes, and Legend)
 - Preliminary Civil Site Plans showing the force main routing plan and proposed trenchless (e.g. horizontal



TASK ORDER NO. 002 – CONTRACT 21-007

directional drill and jack and bore) installation locations

- Force Main design construction plans, including plan and profile views. Profiles shall show vertical and horizontal fittings, utility conflicts, valve/manhole locations, and proposed pipe depths along the selected route of the force main
- Draft Specifications (Table of Contents, Front End Documents, Technical Specifications)
- Update project schedule
- Conduct internal quality assurance and constructability review
- Address any preliminary budget or schedule concerns
- Revise technical memo, construction drawings and specifications based on comments from final workshop

Opinions of Probable Construction Cost:

Thomas & Hutton will prepare an opinion of probable construction cost based on the 30% construction plans for the project. The opinion of cost will be prepared based on typical measurement and payment items associated with sewer installation projects.

Since the Consultant has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable construction costs provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the Consultant cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared.

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Thomas & Hutton will provide Intergovernmental Agreement (IGA) Coordination with the City of Springfield, City of Guyton, and City of Rincon, as appropriate. The agreements will be to develop that relationship and business agreement regarding the County and providing the requested utility service. This will include the development of draft IGAs between the identified entities. Thomas & Hutton will participate in up to three (3) meetings with the County to discuss the agreements and draft conditions. Additionally, up to two (2) revisions will be IGAs will be provided as part of this task.

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Thomas & Hutton will provide Grant Administration services to assist the County with identification of grants for the project described above. Consultant will

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TASK ORDER NO. 002 - CONTRACT 21-007

compile findings into a list of options for the County to review. Grant application is not included in this task.

5. <u>Reimbursable Expenses</u>

Direct non-salary (reimbursable expenses), including printing and reproduction are billed at cost. Travel in private vehicles will be billed at the IRS Standard Rate and may be revised based on fuel pricing.

We propose that payment for our services will be as follows:

Fee Structure		ense Budget
Time & Expense	\$	11,400.00
Time & Expense	\$	18,800.00
Time & Expense	\$	37,900.00
Time & Expense	\$	19,600.00
Time & Expense	\$	2,600.00
Expense	\$	1,200.00
	Time & Expense Time & Expense Time & Expense Time & Expense Time & Expense	Fee StructureExpenseTime & Expense\$Time & Expense\$Time & Expense\$Time & Expense\$Time & Expense\$Time & Expense\$

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By_

THOMAS & HUTTON ENGINEERING CO.

the B. Mychi

Lisa Muzekari, PE Principal/Environmental Manager

Enclosures: Consulting Services Rate Sheet

ACCEPTED: _____, 2024

Ву_____

TITLE



EFFINGHAM COUNTY COMMISSION MASTER SERVICES CONTRACT NO. 21-007 TASK ORDER #2

TASK ORDER # J#29087.0002	002	DATE	November 21, 2023 Updated January 4, 2024
ADDENDUM TO CONTRACT	NO. <u>21-007</u>	DATE	April 23, 2021

PROJECT: FORCE MAIN EXTENSION TO SPRINGFIELD FEASIBILITY STUDY

EFFINGHAM COUNTY COMMISSION (Owner) and **THOMAS & HUTTON ENGINEERING CO.** (Consultant or Thomas & Hutton) this 21st day of November 2023, provide the following task order through their contract dated April 23, 2021, for work, materials, or services described below.

SCOPE OF WORK:

Thomas & Hutton is proposing to provide engineering feasibility study services for the Springfield to Effingham WWTF Force Main Extension Project. Thomas & Hutton will develop a Technical Memo with 30% Design Plans describing the potential sewer connection from Springfield to the Effingham WWTF with a force main and lift station, if required. The Consultant will complete an initial investigation and provide an Alternatives Analysis with an overview of the advantages and disadvantages of the possible construction methods for the potential force main routes. The information provided in the final Technical Memo with be used by County decision makers to determine the desired force main route, size and method of force main and lift station construction. The Consultant will also evaluate funding sources for the final proposed project.

The scope of work for this task order assumes analyzing a single connection from Springfield. During the analysis if it is determined that other connections are needed (ie. Guyton, Rincon, etc.) from other areas of the County then scopes and fees can be adjusted accordingly.

A. <u>SCOPE OF SERVICES</u>

1. <u>Project Administration</u>

a. <u>Project Kickoff Meeting</u>

Thomas & Hutton will hold a kick-off meeting with Effingham County and other key team members to discuss the goals, project schedule, administrative procedures, respective responsibilities, lines of communication, contacts and expectations, progress reporting, data collection, preliminary route selections, working restrictions, and additional project matters as appropriate.

b. <u>Review Workshops</u>

Thomas & Hutton plans to hold milestone project workshops at the completion of the Alternatives Analysis findings and the review of the final Technical Memo with 30% Design Plans. During these workshops, we will share and discuss any issues that have been raised during that stage of the design. Thomas & Hutton will also provide updates relative to project budget and schedule.

2. <u>Technical Memo</u>

a. <u>Desktop Review / Alternatives Analysis</u>

Consultant will conduct a desktop review using available GIS based tools, including LiDAR, of the proposed routes and provide an alternatives analysis report. The following items will be reviewed and compiled into the analysis for each route:

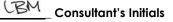
- Available GIS records of existing distribution system and surrounding utility systems
- National Wetland Inventory, IPaC and State Historical Office
 Records
- FEMA Floodplain/Floodway
- GDOT/Railroad/City/County Encroachment planning
- Identify and prepare exhibits for necessary easements to be acquired
- Anticipated permits required
- Identify potential conflicts and constructability issues that
 may impact anticipated survey area
- Preliminary sizing of force main based on anticipated flows

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TASK ORDER NO. 002 - CONTRACT 21-007

directional drill and jack and bore) installation locations

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TASK ORDER NO. 002 - CONTRACT 21-007

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Phase	Fee Structure	or Time & <u>ense Budget</u>
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Intergovernmental Govt Agreement	Time & Expense	\$ 19,600.00
Funding Evaluation	Time & Expense	\$ 2,600.00
Reimbursable Expenses	Expense	\$ 1,200.00

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the B. Myel

Ву___

Lisa Muzekari, PE Principal/Environmental Manager

Enclosures:	Scope of Services
	General Provisions
	Consulting Services Rate Sheet

ACCEPTED: _____, 2024

TITLE

By

EFFINGHAM COUNTY COMMISSION MASTER SERVICES CONTRACT NO. 21-007 TASK ORDER #2

TASK ORDER # J#29087.0002	002	DATE	November 21, 2023 Updated January 4, 2024
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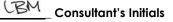
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By_

THOMAS & HUTTON ENGINEERING CO.

is B. Myel

Lisa Muzekari, PE Principal/Environmental Manager

Enclosures:	Scope of Services
	General Provisions
	Consulting Services Rate Sheet

ACCEPTED: _____, 2024

By

TITLE

THOMAS & HUTTON

2023 CONSULTING SERVICES RATE SHEET

Thomas & Hutton provides services on a time and expense basis as follows:

- 1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
- 2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2023 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
A AAAAAAAAAAAAA	0	0 11 1		0 11 1		
\$ 280.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 255.00	Senior Manager	Senior Manager Survey Party (3–Men)	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 230.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V	Landscape Architect V LA Project Manager V	GIS Manager V		
\$ 210.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV LA Project Manager IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
\$ 200.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III LA Project Manager III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
\$ 185.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II Survey Party (2–Men)	Landscape Architect II LA Project Manager II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
\$ 170.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I	Landscape Architect I LA Project Manager I	GIS Manager I	Construction Administrator I	Grant Administrator, Senior Application Developer I, Software/Computer Consultant I
\$ 160.00	Designer IV Engineering Technician IV	Staff Surveyor V Survey Field Supervisor	Landscape Designer IV	GIS Analyst IV	Field Representative V	Application Developer IV
\$ 150.00	Designer III Engineering Technician III	Staff Surveyor IV	Landscape Designer III	GIS Analyst III	Field Representative IV	Application Developer III
\$ 135.00	Designer II Engineering Technician II	Staff Surveyor III Survey Party (1–Man)	Landscape Designer II	GIS Analyst II		Permit Coordinator III Application Developer II
\$ 125.00	Designer I Engineering Technician I	Staff Surveyor II	Landscape Designer I	GIS Analyst I	Field Representative III	Application Developer I, Permit Coordinator II, Admin IV
\$ 110.00	CADD Technician III	Staff Surveyor I Survey Technician III	Landscape Technician III	GIS Technician III	Field Representative II	Permit Coordinator I
\$ 100.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II		
\$ 95.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I	Field Representative I	Admin III
\$ 90.00						Admin II
\$ 85.00						Admin I
\$ 425.00	Expert Witness					

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1.5 times the individual's charge rate.

4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the IRS Standard Mileage Rate and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.

5. All rates and charges are effective through December 31st, 2023, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.

(BM

Staff Report

Subject:Final Plat Approval (Second District)Author:Samantha EastonDepartment:Development ServicesMeeting Date:January 16, 2024Item Description:DR Horton – Clay Cramer, requests approval of the final plat andinfrastructure agreement for Longleaf Village Phase I. Map #451 Parcel# 22A

Summary Recommendation

Staff has reviewed the plat, and inspected the roads and drainage infrastructure identified in the warranty deed, and recommends Alternative 1.

Executive Summary/Background

- D.R. Horton contractors have built roads and drainage infrastructure for Phase I of Longleaf Village in order to sell the 51 lots in this R-6 subdivision.
- Water & Sewer service will be provided by Effingham County.
- EOM inspected all roads, right-of-ways, and drainage infrastructure that is being dedicated to the county, and they recommend approval.
- Development Services Staff reviewed the Final Plat and Final Plat Checklist. All documents are in order, besides some changes needed on Final Plat and Road Name Changes on the Deed.
- GIS and E-911 denied the following Road Names:
 - Ponderosa Loop should be Ponderosa Circle
- EOM has reviewed the bond recommendation and is recommending approval.
- Development Services has received a Maintenance Bond for \$136,356.05
- The County Attorney has reviewed and approved the warranty deed and infrastructure agreement with changes.
- Staff has been in communication with the applicant to receive the corrected Warranty Deed and Plat.

Alternatives

- 1. Approve the final plat and infrastructure agreement for Longleaf Village Phase I, and accept the roads and drainage infrastructure identified in the warranty deed with the following conditions:
 - a. The applicant submits a corrected Final Plat and Deed.

2. Take no action

Recommended Altern	native: 1	Other Alternatives: 2
Department Review:	Development Services, County Attorney	FUNDING: N/A

Attachments:

- 1. Final Plat for Longleaf Village Phase I
- 2. Final Plat Submittal Form & Checklist
- 3. Deed
- 4. Maintenance Bond

MAINTENANCE BOND

Bond No. 0258133

KNOW ALL MEN BY THESE PRESENTS:

D.R. Horton, Inc. <u>30 Silver Lake Road Bluffton. SC 29909</u>				
as Principal, hercinafter called Contractor, and Berkley Insurance Company				
475 Steamboat Road . Greenwich. CT 06830 , as Surety, hereinafter called Surety, are held				
and firmly bound unto Effingham County				
601 North Laurel Street Springfield, GA 31329 , as Obligee, hereinafter				
called Owner, in the penal sum of One Hundred Thirty Six Thousand Three Hundred Fifty Six Dollars				
and 05/100 Dollars (\$_136.356.05), for payment whereof Contractor				
and Surety bind themselves, their heirs, executors, administrators, successors, and assigns,				
jointly and severally, firmly by these presents.				

WHEREAS, Contractor has constructed various public improvements: Goshen Estates

in accordance with the General Conditions, the Drawings and Specifications, which Plans are by reference incorporated herein, and made a part hercof, and is referred to as the Plans.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting therefrom, which shall appear within a period of <u>12 Months</u> from the date of substantial completion of the work provided for in the Plans, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and scaled this 21st day of December 2024

In the presence of: 14 Cramer



Principal	(Seal)
By: Sen 7. War	City Manager
	Title
Berkley Insurance Company	
Surcty	

(Seal)

By:

D.R. Horton, Inc.

Principal

Noah William Pierce Attorney-in-Fact

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Noah William Pierce**

Surety Bond No .: 0258133 Principal: D.R. Horton, Inc. **Obligee:** Effingham County Amount of Bond: See Bond Form

Willis Towers Watson Southeast, Inc. Tampa, FL

No. B

Item XII. 15.

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.S50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer. President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25 day of Sult 2019



A A A A A A A A A A A A A A A A A A A	Attest:
COMPAN	Ву
and the second s	Ira S. Lederman
a.	Executive Vice President & Secretary

Berkley Insurance Company R after resident

STATE OF CONNECTICUT)) \$5: **COUNTY OF FAIRFIELD**)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of 2019, by Ira S. Lederman Sul and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, MARIA C RUNDRAKEN NOTARY PUBLIC respectively, of Berkley Insurance Company.

CONNECTICUT MY COMMISSION EXPIRES APRIL 30, 2024

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 21st day of December

(Seal)



2024 Vincent P. Forte

STATE OF GEORGIA

WARRANTY DEED FOR ROADS, PUMP STATION, WATER AND SEWER UTILITIES, AND EASEMENTS

)

)

THIS INDENTURE made this ____ day of January, 2024, by and between D.R. HORTON, INC., a Delaware corporation, as Party of the First Part (hereinafter referred to as "Grantor") and the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, as Party of the Second Part (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective, successors and assigns where the context requires or permits).

WITNESSETH:

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

All those certain roads, situate, lying and being in the 9th G.M. District, Effingham County, Georgia, consisting of the <u>entire right-of-ways of Ponderosa Loop, Balsam</u> <u>Drive, Fraser Lane, and Aleppo Way</u> located within Longleaf Village Subdivision, Phase I, as more particularly described on that certain subdivision plat prepared by Jimmy R. Toole, R.L.S. No. 3119, dated September 20, 2023, recorded in <u>Plat Book</u>, <u>Page</u>, in the office of the Clerk of Superior Court of Effingham County, Georgia. It is the intention of the Grantor to convey to the Grantee all of its interests in the aforenamed streets and/or right of ways for public access.

AND

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as <u>Pump Station Site (0.0863 of an acre, more or less)</u> located within Longleaf Village Subdivision, Phase I, as more particularly described on that certain subdivision plat prepared by Jimmy R. Toole, R.L.S. No. 3119, dated September 20, 2023, recorded in <u>Plat Book</u>, <u>Page</u>, in the office of the Clerk of Superior Court of Effingham County, Georgia.

TOGETHER WITH the installed water and sanitary sewer systems and drainage improvements located within said right-of-way and public easements, all located within Longleaf Village Subdivision, Phase I, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes but specifically excluding any sewer laterals, detention ponds, sidewalks, common areas, and any portion of the water system from the water meter to any residence.

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

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

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

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

> By: Its:

By: Its:

D.R. HORTON. INC.

Herey Cramer land	(Seal) Peulopucit Project manager
Seen T. Wan City Merape	(Seal)

Signed, sealed, and delivered in the presence of:

Wimess

Attested to

Notary Public

The foregoing conveyance of roads, pump station, water and sewer utilities, drainage infrastructure, and easements in Longleaf Village Subdivision, Phase I, Effingham County, Georgia is hereby accepted by the Grantee.

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2024.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

BY:

_____ (Seal) Wesley Corbitt Chairman

ATTEST:______(Seal)

Stephanie Johnson Effingham County Clerk

Signed, sealed, and delivered in the presence of:

Witness

Notary Public

SUBDIVISION BOND

Bond No. 0258134

KNOW ALL MEN BY THESE PRESENT:	S, that we <u>D.F</u>	R. Horton, Inc.
30 Silver Lake Road Okatie, SC 29909		
as Principal, and Berkley Insurance Company	/	
		, as Surety, are held and firmly bound unto
		ollars and No Cents
		(\$ 600,000.00) DOLLARS, lawful money of
		ell and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly an	d severally, f	irmly by these presents.
WHEREAS, D.R. Horton, Inc.		
has agreed to construct in Cooker Estates		
the following improvements: Goshen Estates -	Pumpstatio	n
NOW, THEREFORE, THE CONDITION	OF THIS	OBLIGATION IS SUCH, that if the said Principal shall
		ribed and shall save the Obligee harmless from any loss, cost or
		this obligation shall be null and void; otherwise to remain in full
force and effect.		
	ay of	December , 2023 ,
		,,
		D.R. Horton, Inc.
		Principal
		by. Jun (. War
	MIIIIIII	Berkley Insurance Company
ANT AND ARP	JRADASS	1/1/ 11+11
SE SE	AL	By: <u>Attorney-in-Fact</u>
-3689/GEEE 2/98	WARE	Noah William Pierce
	anna.	

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Noah William Pierce

Surety Bond No.: 0258134 Principal: D.R. Horton, Inc. Obligee: Effingham County Amount of Bond: See Bond Form Willis Towers Watson Southeast, Inc. Tampa, FL

its true and lawful Attorncy-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this $\frac{25}{32}$ day of $\frac{3u}{4}$.

(Scal)

in.	Attest:
COMPAN	By
	Ira S. Lederman Executive Vice President & Secretary

Berkley Insurance Company after resident

STATE OF CONNECTICUT)) ss: COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of <u>JULY</u>, <u>2019</u>, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President of Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company. <u>MARIA C RUNDRAKEN</u>

Y. MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT MY COMMISSION EXPIRES APRIL 30, 2024

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 21st day of December

(Seal)



2023 Vincent P. Forte

Staff Report

Subject:	Ratification of Purchase Agreement of Tax Parcel No. 03010032
Author:	Tim Callanan, County Manager
Department:	County Manager
Meeting Date:	January 16, 2023
Item Description:	Consideration to approve the Ratification of Purchase Agreement of Tax
	Parcel No. 03010032

Summary Recommendation:

Staff recommends approval to purchase 4 acres, more or less as shown on survey recorded in Plat Book K, Page 200, Effingham County land records and further known as Tax Parcel No. 03010032.

Executive Summary/Background:

The County would like to purchase approximately 4 acres, more or less, including all structures on the property located at 315 US Hwy 80 as part of the Atlas Park project providing the special stipulations:

- a. Property having an appraised value of at least \$350,000.00.
- b. Phase I environmental inspection acceptable to the Purchaser.
- c. Survey confirming the property lines acceptable to the Purchaser.
- d. Seller providing documentation that this Property is not listed by a realtor or real estate broker and that no commission will be owed at closing of this transaction.

Alternatives for Commission to Consider:

- 1. Approve the Ratification of Purchase Agreement for Tax Parcel No. 03010032.
- 2. Do not approve the proposed agreement.
- 3. Provide Staff with direction.

Recommended Alternative:

Staff recommends alternative number 1 – Approve the Ratification of Purchase Agreement for Tax Parcel No. 03010032.

Other Alternatives: None

Department Review: *(list departments)* County Attorney, County Manager

Funding Source:

SPLOST – Atlas budget

Attachments:

1. Purchase and Sale Contract

PURCHASE AND SALE CONTRACT

1. THE UNDERSIGNED SELLER agrees to sell and the undersigned PURCHASER agrees to buy that certain real property (hereinafter referred to as the "Property"), including all structures on the property, in Effingham County, Georgia known as **4 acres, more or less**, as shown on survey recorded in Plat Book K, Page 200, Effingham County land records and further known as Tax Parcel No. 03010032.

2. THE PURCHASE PRICE. Purchaser agrees to pay Seller at closing the purchase price of the Property of Three Hundred Fifty Thousand Dollars (\$350,000.00).

3. CLOSING COSTS AND ATTORNEY: **Purchaser shall pay all closing costs.** Closing Attorney shall be The Newberry Law Firm, P.C. The closing attorney represents the Purchaser in this transaction. Purchaser and Seller mutually agree to close at a time and place designated by Closing Attorney within five (5) working days After notification from the Closing Attorney that the sale is ready to close.

4. BROKER AND COMMISSION: Seller and Purchaser each represent to the other that there are no brokers involved in this transaction. Each party represents to the other that it has dealt with no broker, and will indemnify and hold the other party harmless from any and all claims for brokers' commissions arising from its actions. No real estate broker shall have authority to bind any party hereto with respect to this Agreement.

5. EARNEST MONEY: There is **no earnest money**.

6. TITLE AND CLOSING DATE: Seller warrants that it presently has good and marketable title to the property and agrees to convey said property to the Purchaser at closing by Limited Warranty Deed subject only to easements, restrictions and encumbrances as recorded.

It is expressly understood and agreed between the parties hereto that TIME IS OF THE ESSENCE of this contract. The sale shall be closed on or before **March 1, 2024** prior to which time Purchaser shall have the opportunity of having the title examined. Should any legal defect be found in the title, Seller shall be provided with a written statement thereof prior to above said date and given a reasonable time thereafter within which to correct the same; however in no event to exceed thirty (30) days from the date of said notice of defect. Upon the expiration of thirty (30) days, Purchaser has the option to void this contract. Water rents and rentals, ad valorem taxes, Homeowners/Association/Regime fees or other costs required by covenants or restrictions are to be prorated as of the date of closing.

Seller warrants that, as of the date hereof, she has not received any notice issued by any city or other government authority of building code violation concerning the subject property.

7. OCCUPANCY: shall be delivered to Purchaser at Closing.

8. INSPECTION AND DUE DILIGENCE: For and in consideration of fifty dollars (\$50.00) given to Seller, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby grant Purchaser the option of terminating this Agreement, for any reason, for a **60 day period** from the date that this Purchase and Sale Contract is approved by the Board of Commissioners of Effingham County, Georgia at a called public meeting ("Due Diligence Period). During the Due Diligence Period, Purchaser may conduct at Purchaser's expense whatever evaluations, inspections, examinations, and testing, Purchaser deems appropriate to determine whether Purchaser's option to terminate this Agreement should be exercised. It shall be Sellers' responsibility to have utilities operational in order that all inspections may be completed. During the Due Diligence Period, Purchaser with the Property. Upon receipt of such written notice or amendment, Sellers shall immediately cause such defects to be corrected prior to closing or (b) authorize Purchaser to cause same to be corrected and deduct the cost thereof from the purchase price or (c) void this contract. In the event Seller elects to void this Contract, Seller shall refund Purchaser the earnest money deposit. If Seller does not take any action as set forth in (a), (b), and (c) above, the Agreement shall terminate and Seller shall refund Purchaser the earnest money deposit.

9. NOTICES: Any notice, request, demand, instruction or other communication to be given to a party to this Agreement shall be in writing and delivered personally or sent via a nationally recognized overnight courier service or by certified mail, return receipt requested, postage prepaid or telegram (which terms shall be deemed to include mailgrams or facsimile to the following addresses:

TO SELLER: <u>15 Saxon Copious Bluff, Ellabell, Georgia 31308</u> TO PURCHASER: <u>County Manager, 804 South Laurel Street, Springfield, Georgia 31329</u>

Notice shall be deemed to have been given on the date of hand delivery or telegram or on the date of depositing same in the mail via certified mail return receipt requested or with such nationally recognized overnight courier in accordance with the terms hereof. The addresses for purposes of this Agreement may be changed by giving written notice hereunder. Unless and until notice of a change of address is given and received hereunder, the last address set forth herein shall be deemed to continue in effect for all purposes hereunder.

10. DEFAULT: In the event the sale is not consummated because of Seller's inability, failure or refusal to perform any of the Seller's covenants or conditions herein, Purchaser shall have all rights and remedies available at law including but not limited to reimbursement for all costs and expenses incurred because of Seller's breach and the right to seek specific performance of this Agreement. In the event the sale is not consummated because of Purchaser's inability, failure or refusal to perform any of the Purchaser's covenant herein, \$1,000.00 shall be paid to Seller as full liquidated damages for such failure to close. It is hereby agreed that Seller's damages in the event of a default by Purchaser hereunder are uncertain and impossible to ascertain, and that \$1,000.00 constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages pursuant to O.C.G.A. Section 13-6-7, the parties acknowledging the difficulty of ascertaining Seller's damages in such circumstances, whereupon neither party hereto shall have any further rights, claims or liabilities under this Agreement, except for the provisions which are made to survive the termination of this Agreement.

11. ENTIRE AGREEMENT: This contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of heirs, executors, administrators and assigns of the respective parties hereto. All additions or modifications to this contract shall be only in writing and signed by all parties and shall become an amendment to this contract. There shall be no verbal agreements of any kind between parties.

12. SALE IS "AS IS": Property is being sold by Seller to Purchaser in "as is, where is" condition, with no warranties of Seller, express or implied, excepting a warranty of good title.

13. SURVIVAL OF AGREEMENT: The following shall survive the closing of this Agreement: 1) any warranty of title and 2) any obligation which the parties agree shall or may be performed or fulfilled after closing.

14. SPECIAL STIPULATIONS: This Purchase and Sale Contract is not binding as to the Purchaser until it is approved by the Board of Commissioners of Effingham County, Georgia at a called public meeting. Further, this Purchase and Sale Contract is contingent upon the following:

a. Property having an appraised value of at least \$350,000.00.

b. Phase 1 environmental inspection acceptable to the Purchaser.

c. Survey confirming the property lines acceptable to the Purchaser.

d. Seller providing documentation that this Property is not listed by a realtor or real estate broker and that no commission will be owed at closing of this transaction.

15. ACCEPTANCE: The above proposition is hereby accepted on the _____ day of _____, 2023.

WITNESS THE HAND AND SEAL OF THE UNDERSIGNED:

Seller

_____L.S.

Larry B. Saxon, Jr.

This Purchase and Sale Contract is approved by the Board of Commissioners of Effingham County, Georgia on this _____ day of ______, 202__.

WITNESS THE HAND AND SEAL OF THE UNDERSIGNED:

Purchaser

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By:

Wesley Corbitt Its: Chairman

Attest: _____

Stephanie JohnsonIts:County Clerk

Staff Report

Subject:	2024 Qualifying Fees
Author:	Stephanie Johnson, County Clerk
Department:	Administration
Meeting Date:	01/16/2024
Item Description:	Consideration to approve to set and publish the 2024 Qualification Fees

Summary Recommendation:

Staff recommends approval of the request.

Executive Summary:

- The following county offices will be up for election: Clerk of Superior Court, Coroner, Sheriff, Tax Commissioner, Solicitor General, members of the Board of Commissioners (Chairman-at-Large, 1st and 4th districts) Probate Judge, Chief Magistrate, State Court Judge, and members of the Board of Education (2nd, 3rd, and 5th Districts).
- 2. The fee calculations have been verified by the Office of Human Resources.

2024 SCHEDULED ELECTIONS & SUMMARY OF EVENTS

REVISED

ELECTION	ELECTION DATE	ABM APPLICATION PERIOD	ABM MAILOUT START DATE	ADVANCE VOTING PERIOD	REGISTRATION
Presidential Preference Primary (PPP)	March 12, 2024	FPCA: 09/14/23 to 03/01/24 GA APP: 12/25/23 to 03/01/24	UOCAVA: 01/23/24 CIVILIAN: 02/12/24	02/19/24 to 3/8/24	02/12/2024
General Primary / Nonpartisan Election	May 21, 2024	FPCA: 11/23/23 to 05/10/24 GA APP: 03/04/23 to 05/10/24	UOCAVA: 04/02/24 CIVILIAN: 04/22/24	04/29/24 to 5/17/24	04/22/2024
General Primary / Nonpartisan Runoff General Runoff for Federal Offices	June 18, 2024	FPCA: 12/21/23 to 06/07/24 GA APP: 04/01/24 to 06/07/24	UOCAVA: 04/02/24 CIVILIAN: ASAP	ASAP, but no later than 06/10 to 06/14	04/22/2024 05/20/2024
General Election	November 5, 2024	FPCA: 05/09/23 to 10/25/24 GA APP: 08/19/24 to 10/25/24	UOCAVA: 09/17/24 CIVILIAN: 10/07/24	10/14/24 thru 11/1/24	10/07/2024
General Runoff General Runoff for Federal Offices	December 3, 2024	FPCA: 06/06/24 to 11/22/24 GA APP: 09/16/24 to 11/22/24	UOCAVA: 09/17/24 CIVILIAN: ASAP	ASAP, but no later than 11/25/24 to 11/27/24	10/07/2024 11/04/2024

Special Note: The General Runoff for Federal Offices is not considered a separate event, it is listed on a separate line due to the different registration deadlines.

O.C.G.A. § 21-2-14. When the last day for the exercise of any privilege or discharge of any duty prescribed or required by this chapter shall fall on a Saturday, Sunday, or legal holiday, the next succeeding business day shall be the last day for the exercise of such privilege or the discharge of such duty.

Background:

State law pertaining to qualifying fees, requires each county governing authority to fix and publish qualifying fees for county offices not later than February 1 of any year in which a general primary, nonpartisan election, or general election is to be held.

Alternatives for Commission to Consider:

1. Approve the qualifying fees as outlined in the Resolution.

Recommended Alternative: Staff recommends Alternative 1

Other Alternatives: N/A Department Review: Administration

Funding Source: Funding for advertising allocated from the Elections Office budget.

Attachments:

1. Resolution

RESOLUTION NO. 024-004

A RESOLUTION OF THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS SETTING THE QUALIFYING FEES FOR ELECTED COUNTY OFFICE FOR THE YEAR 2024

WHEREAS the Board of Commissioners is the governing authority for Effingham County, Georgia; and

WHEREAS the Board of Commissioners is required by O.C.G.A. § 21-2-131, to set and publish qualifying fees for county offices not later than February 1 of any year in which a general primary, nonpartisan election or general election is to be held; and

WHEREAS the qualifying fee is required to be 3% of the base salary (exclusive of supplements, cost of living adjustment and longevity increases) for the offices shown below except the Coroner and State Court Judge.

NOW THEREFORE BE IT RESOLVED, the Board hereby approves the qualifying fees for elected office for the year 2024 as follows:

COUNTY OFFICE	TOTAL GROSS SALARY	3% QUALIFYING FEE
	FOR 2024	
County Commissioners	Chairman Base Salary:	
(Chairman, 1 ^{st,} and 4 th districts)	\$19,854.28	\$595.63
	1 st District Base Salary:	
	\$18.049.35	\$541.48
	4 th District Base Salary:	
	\$18,049.35	\$541.48
Solicitor General	Base Salary: \$103,879.58	\$3,116.39
Clerk of Superior Court	Base Salary: \$75,327.48	\$2,259.82
Sheriff	Base Salary: \$90,246.74	\$2,707.40
Chief Magistrate	Base Salary: \$76,834.09	\$2,305.02
Tax Commissioner	Base Salary: \$75,327.48	\$2,259.82
Probate Judge	Base Salary: \$75,327.48	\$2,259.82
Board of Education		\$132.00
(2 nd , 3 ^{rd,} and 5 th districts)		
Coroner		\$755.25

BE IT FURTHER RESOLVED, these qualifying fees shall be published in the legal organ for the county as required by law. Said notice of candidacy and payment of fees shall be filed to the county political party or election superintendent as specified by O.C.G.A § 21-2-132 beginning at 9:00 AM Monday March 4, 2024, and ends at 12 noon Friday, March 8, 2024.

This _____ day of January 2024

Attest:

Wesley M. Corbitt Chairman Stephanie D. Johnson County Clerk

Staff Report

Subject:	Tax Assessor Board Reappointments
Author:	Stephanie Johnson, County Clerk
Department:	Administration
Meeting Date:	January 16, 2024
Item Description:	Consideration to approve Resolution# 024-005 to reappoint Gussie
Nease and Resolution# 024-006 to reappoint Larry Brad Green to the Tax Assessor	
Board	

Summary Recommendation: It is the practice of the Board of Commissioners to appoint qualified people to various boards and committees of the county. Staff proposes consideration of approval to reappoint Gussie Nease, as 4th district representative and Larry B. Green for the 2nd district.

Executive Summary/Background: The Board of Assessor's consists of a five (5) member board. Each member serves a four (4) year term. If reappointed, the new term of office will expire March 30, 2028.

Alternatives for Commission to Consider:

- 1. To approve Resolution# 024-005 and #024-006 to reappoint Gussie Nease and Larry Brad Green to the Tax Assessor Board
- 2. To not approve the reappointments for the Tax Assessor Board as presented and consider other individuals.

Recommended Alternative: Alternative 1

Other Alternatives: To consider other individuals to serve on the Tax Assessor Board

Department Review: County Administration and Tax Assessor's Office

Funding Source: Cost for training, travel and Board Meetings are paid from the Tax Assessors budget

Attachments:

- 1. Resolution_Nease
- 2. Resolution_Green

RESOLUTION FOR APPOINTMENT TO THE EFFINGHAM COUNTY BOARD OF TAX ASSESSOR'S

WHEREAS, O.C.G.A § 48-5-290 authorizes the establishment of the county Board of Tax Assessors in each of several counties in the state; and

WHEREAS, the Board of Tax Assessors of Effingham County, Georgia is a duly constituted body pursuant to such authority; and

WHEREAS, the term of office for <u>Gussie Nease</u>, a duly appointed member of the Effingham County Board of Tax Assessors, will terminate effective <u>March 30, 2024</u> and

WHEREAS, pursuant to Section A-6 of Appendix A of the Official Code of Effingham County, Georgia and upon the recommendation of the Effingham County Commissioner for District <u>4</u> who has commended to the Board of Commissioners the appoint/reappoint of <u>Gussie Nease</u> to the Effingham County Board of Tax Assessors beginning <u>March 30, 2024</u> and terminating on <u>March 30, 2028</u>, said recommendation is hereby approved by the Board upon a motion made and carried.

NOW THEREFORE BE IT RESOLVED, the Effingham County Board of Commissioners appoints <u>Gussie Nease</u> to the Effingham County Board of Tax Assessor's

This _____ day of _____, 2024

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Wesley M. Corbitt, Chairperson

ATTEST:

Stephanie D. Johnson, County Clerk

RESOLUTION FOR APPOINTMENT TO THE EFFINGHAM COUNTY BOARD OF TAX ASSESSOR'S

WHEREAS, O.C.G.A § 48-5-290 authorizes the establishment of the county Board of Tax Assessors in each of several counties in the state; and

WHEREAS, the Board of Tax Assessors of Effingham County, Georgia is a duly constituted body pursuant to such authority; and

WHEREAS, the term of office for <u>Larry Brad Green</u>, a duly appointed member of the Effingham County Board of Tax Assessors, will terminate effective <u>March 30</u>, <u>2024</u> and

WHEREAS, pursuant to Section A-6 of Appendix A of the Official Code of Effingham County, Georgia and upon the recommendation of the Effingham County Commissioner for District <u>2</u> who has commended to the Board of Commissioners the appoint/reappoint of <u>Larry Brad Green</u> to the Effingham County Board of Tax Assessors beginning <u>March 30, 2024</u> and terminating on <u>March 30, 2028</u>, said recommendation is hereby approved by the Board upon a motion made and carried.

NOW THEREFORE BE IT RESOLVED, the Effingham County Board of Commissioners appoints <u>Larry Brad Green</u> to the Effingham County Board of Tax Assessor's

This _____, 2024

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Wesley M. Corbitt, Chairperson

ATTEST:

Stephanie D. Johnson, County Clerk

Subject:	Conditional Use (Fourth District)
Author:	Chelsie Fernald, Senior Planner
Department:	Development Services
Meeting Date:	January 16, 2023

Item Description: Craig Johnson requests a conditional use for a private and public event venue in AR-1. Located at 1625 Stillwell Road. Map# 424B Parcel# 10 in the Fourth District.

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a **conditional use** for a **private and public event venue in AR-1**.

Executive Summary/Background

- The request for private and public event venue Conditional Use is a requirement of Appendix C Zoning Ordinance, Article V Uses permitted in Districts, **Section 5.1.2.10 Private and public events venue**.
- The applicant requests the conditional use to have a wedding venue and hold private functions.
- This parcel is zoned AR-1 and is 15.07 acres located on Stillwell Road.
- Staff and the applicant met on October 16, 2023 for a Technical Review Committee Meeting. Access, buffers, well & septic, parking, and the conditional use process were all discussed.
- Per the Effingham County Code of Ordinances, the following are the general operating regulations for a public and private event venue in AR-1:

(a) No musical entertainment, either live or recorded, utilizing sound amplification equipment, shall be in violation of [Chapter 30], Article II, Noise Control.

(b) No event shall be presented between the hours of 11:00 p.m. and 9:00 a.m. unless otherwise approved by the board of commissioners.

(c) Camping on site by persons attending an event is permitted; provided that no on site camping shall be permitted more than two days prior or two days after an event.

(d) Handicapped access shall be provided to activities that are open to the public.

- (e) Events and activities shall be accessible to emergency and service vehicles.
- (f) Adequate toilet facilities and trash receptacles shall be provided for all events.
- (g) The burden of preserving order during the concert or special event is upon the permittee.
- The applicant is working with the Building Official and Fire Inspector and has submitted an updated building permit for the event venue to ensure that the building complies with all applicable International Building and Fire Codes.
- At the December 12, 2023 Planning Board meeting Mr. Brad Smith made a motion for approval with staff recommendations. Mr. Peter Higgins second the motion, it carried unanimously.

Alternatives

- **1.** Approve the request of a conditional use for a private and public event venue in AR-1 with the following conditions:
 - Come into compliance with the International Building Code within 90 days.
 - Submit a Sketch Plan to EOM for engineering review
 - Adhere to the Effingham County Code of Ordinances, Section 3.4 Buffers.
- 2. Deny the request of a conditional use for a private and public event venue in AR-1.

Recommended Alternative: 1

Other Alternatives: 2

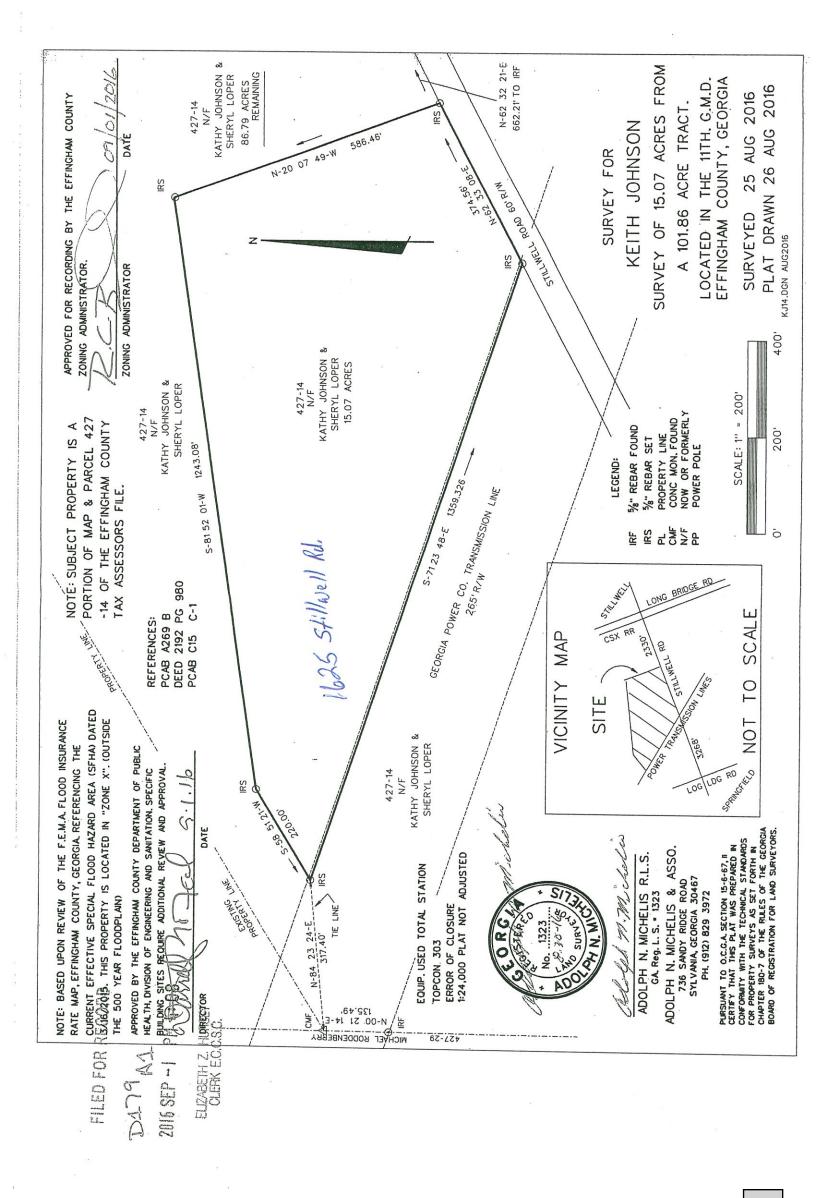
Department Review:Development ServicesAttachments:1. Conditional Use application

FUNDING: N/A 2. Aerial photograph 3. Deed

ATTACHMENT A - CONDITIONAL USE APPLICATION

	Application Date:
Applicant/Agent: Cruis Johnson	
Applicant Email Address: <u>ac Johnson 1989. Cj @</u>	gMaila Com
Phone # 912-665-	2631
Applicant Mailing Address: <u>P.O. 130X 118</u>	
City:SplgState:	Zip Code: 31329
Property Owner, if different from above:5/14	
e i A	rized Authorization of Property Owner
Owner's Email Address (if known):	
Phone # 5/4	
Owner's Mailing Address: 5/14	
City: State:	Zip Code:
Property Location: 1625 Stillwell Rd	
Present Zoning of Property <u>AR-1</u> Tax Map-Parcel #	70014 7300 Total Acres 5.07
CONDITIONAL USE REQUESTED:	
<u>See Section 3.15A – Residential Business</u> See Section 3.15A for requirements	Section 3.15B – Rural Business See Section 3.15B for requirements
OTHER (provide relevant section of code):5.	1.2.10
Reason: Wedding Venue / Private	Function 5
How does request meet criteria of Section 7.1.6 (see Attachmo	ent C):
Applicant Signature:	Date 10-30-23
	Rev 05052021

.



Item XVI. 1.

220



Parcel ID 04270014B00 **Class Code** Consv Use Taxing District 01-County County Acres 15.07 (Note: Not to be used on legal documents)

Owner Assessed Value

JOHNSON ANTHONY CRAIG POBOX118 SPRINGFIELD, GA 31329 Physical Address 1625 STILLWELL RD Value \$134395

Last 2 Sales Date 10/14 4/29/2

	Price	Reason	Qual
/2016	\$40000	L	U
2013	0	U	U

Date created: 10/30/2023 Last Data Uploaded: 10/30/2023 12:28:16 AM

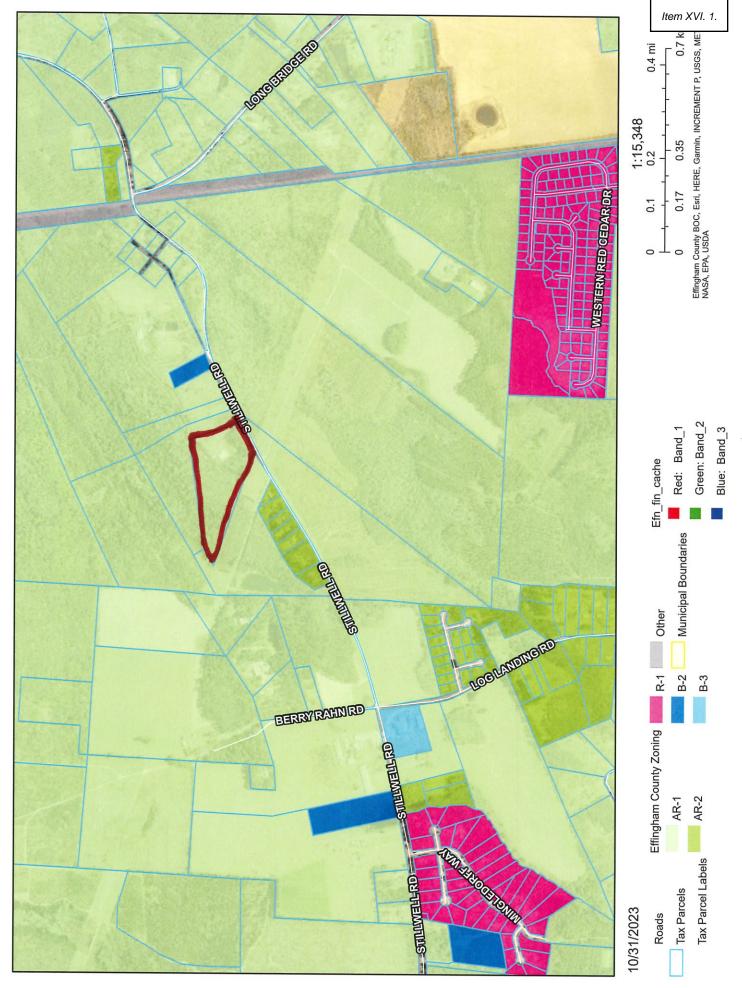
Developed by Schneider

Septic Drain Field
Drive Wax
parking

♦ Venue -4400 Seft. under Roof

E C 340ft. From the building To the powerline. 290ft From the building To StillWell Rd.





Subject:2nd Reading – Zoning Map AmendmentAuthor:Chelsie Fernald, Senior PlannerDepartment:Development ServicesMeeting Date:January 16, 2023

Item Description: Craig Johnson requests a conditional use for a private and public event venue in AR-1. Located at 1625 Stillwell Road. Map# 424B Parcel# 10 in the Fourth District.

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a **conditional use** for a **private and public event venue in AR-1**.

Executive Summary/Background

- The request for private and public event venue Conditional Use is a requirement of Appendix C Zoning Ordinance, Article V Uses permitted in Districts, **Section 5.1.2.10 Private and public events venue**.
- The applicant requests the conditional use to have a wedding venue and hold private functions.
- This parcel is zoned AR-1 and is 15.07 acres located on Stillwell Road.
- Staff and the applicant met on October 16, 2023 for a Technical Review Committee Meeting. Access, buffers, well & septic, parking, and the conditional use process were all discussed.
- Per the Effingham County Code of Ordinances, the following are the general operating regulations for a public and private event venue in AR-1:

(a) No musical entertainment, either live or recorded, utilizing sound amplification equipment, shall be in violation of [Chapter 30], Article II, Noise Control.

(b) No event shall be presented between the hours of 11:00 p.m. and 9:00 a.m. unless otherwise approved by the board of commissioners.

(c) Camping on site by persons attending an event is permitted; provided that no on site camping shall be permitted more than two days prior or two days after an event.

(d) Handicapped access shall be provided to activities that are open to the public.

- (e) Events and activities shall be accessible to emergency and service vehicles.
- (f) Adequate toilet facilities and trash receptacles shall be provided for all events.
- (g) The burden of preserving order during the concert or special event is upon the permittee.
- The applicant is working with the Building Official and Fire Inspector and has submitted an updated building permit for the event venue to ensure that the building complies with all applicable International Building and Fire Codes.
- At the December 12, 2023 Planning Board meeting Mr. Brad Smith made a motion for approval with staff recommendations. Mr. Peter Higgins second the motion, it carried unanimously.

Alternatives

- 1. Approve the request of a conditional use for a private and public event venue in AR-1 with the following conditions:
 - Come into compliance with the International Building Code within 90 days.
 - Submit a Sketch Plan to EOM for engineering review
 - Adhere to the Effingham County Code of Ordinances, Section 3.4 Buffers.
- 2. Deny the request of a conditional use for a private and public event venue in AR-1.

Recommended Alternative: 1

Other Alternatives: 2

FUNDING: N/A

Department Review:Development ServicesAttachments:1. Zoning Map Amendment

STATE OF GEORGIA EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 427-14B AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 427-14B

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, CRAIG JOHNSON has filed an application for a conditional use to allow for private and public events venue in

AR-1; map and parcel number 427-14B, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on January 16, 2024 and notice of said hearing having been published in the

Effingham County Herald on December 13, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been

published in the Effingham County Herald on November 22, 2022; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for use to allow for private and public events venue in AR-1;

map and parcel number 427-14B, located in the 4th commissioner district, is approved, with the following conditions:

- 1. Come into compliance with the International Building Code within 90 days.
- 2. Submit a Sketch Plan to EOM for engineering review
- 3. Adhere to the Effingham County Code of Ordinances, Section 3.4 Buffers.

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

This ______, 20_____, 20_____,

BOARD OF COMMISSIONERS EFFINGHAM COUNTY, GEORGIA

BY: _

WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON COUNTY CLERK Subject:Conditional Use (Third District)Author:Chelsie Fernald, Senior PlannerDepartment:Development ServicesMeeting Date:January 16, 2023

Item Description: Thompson Family Enterprise LLC DBA Scotty's Pottys and Dumpsters requests a conditional use for a rural business. Located at 200 Little McCall Road. Map# 320 Parcel# 46A in the Third District.

Summary Recommendation

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

Executive Summary/Background

- The request for Residential Business Conditional Use is a requirement of Appendix C Zoning Ordinance, Article III-General Provisions, **Section 3.15B Rural Business**.
- The applicant requests the conditional use for a rural business to operate a portable restroom and dumpster business on a portion of the property.
- On October 23, 2023, Staff and the applicant did meet for a Technical Review Committee Meeting where we discussed buffers, access, and the conditional use process.
- During the Technical Review Committee Meeting, the applicant explained that the business would consist of approximately 100 portable restrooms and 5-6 dumpsters.
- The applicant did express that they are in the process of looking for a commercial location.
- Staff is recommending denial based on the following Effingham County Code of Ordinances:
 - the total area used for the rural business may not exceed 1,000 sq. ft.
 - any outside area in which the business is conducted, other than parking, shall be completely enclosed in a manner that the business is not visible from surrounding property.
 - the property on which the rural business is conducted must have frontage on a public road.
- Uses not permitted as a rural business per the ordinance are any use which clearly is out of scale or character with an agricultural or residential area.
- At the December 12, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval. Mr. Alan Zipperer second the motion, it carried unanimously.

Alternatives

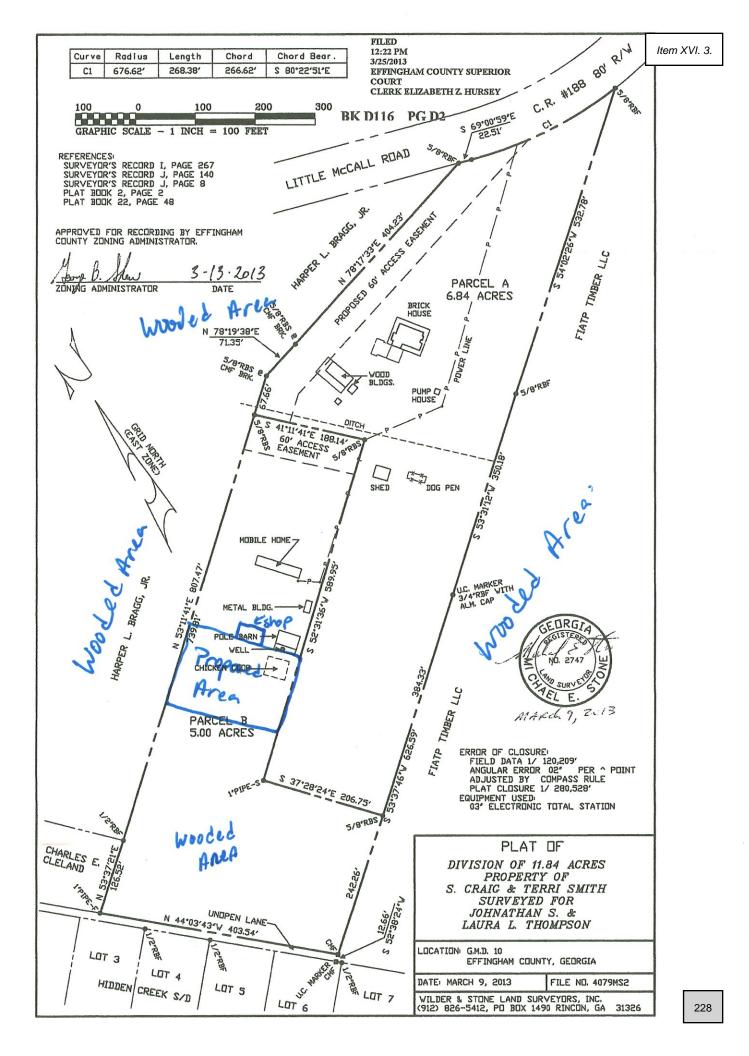
- 1. Approve the request of a conditional use for a rural business with the following conditions:
 - The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).
- 2. Deny the request of a conditional use for a rural business.

Recommended Alte	rnative: 2	Other Alternatives: 1
Department Review	: Development Services	FUNDING: N/A
Attachments:	1. Conditional Use application	2. Aerial photograph 3. Deed

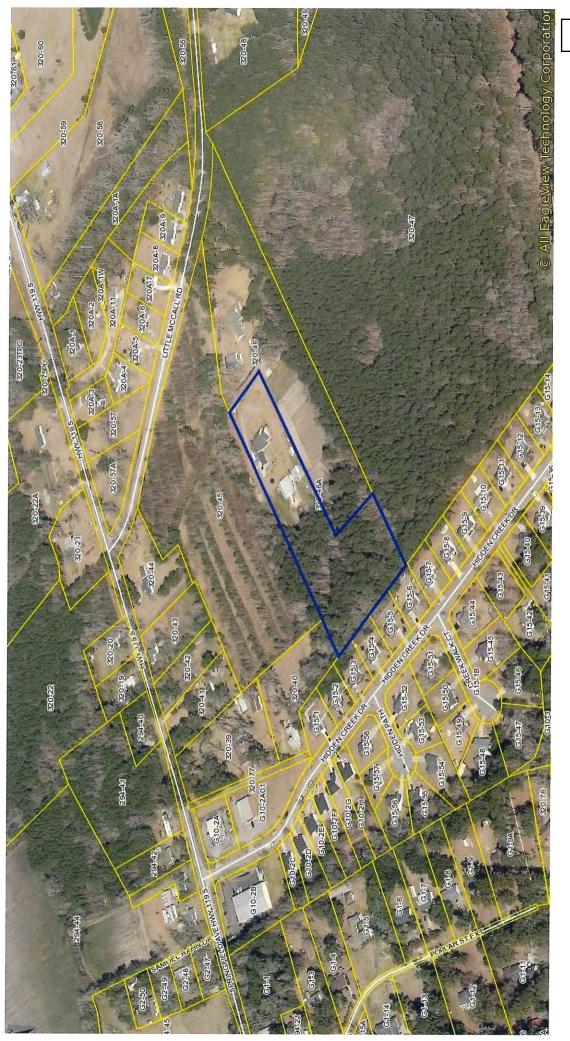
ATTACHMENT A - CONDITIONAL USE APPLICATION

1

Application Date: 10-23-23
Applicant/Agent: mpson Family Enterprises LCC PBA Scotty's Portup + Onmosters
Applicant Email Address: Scotte Scottyp Pottyp Proposters. com
Phone # 912-663-5457
Applicant Mailing Address: 200 Little McCall Rd
City: Guyton State: GA Zip Code: 31312
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:
100 1:111 00 0 10 1 CA 21210
Property Location: 200 Little McCall Rd Guyton, 6A 31312
Present Zoning of Property R-1 Tax Map-Parcel #320-46A Total Acres _5
CONDITIONAL USE REQUESTED:
See Section 3.15A – Residential Business See Section 3.15A for requirements See Section 3.15B – Rural Business See Section 3.15B for requirements
OTHER (provide relevant section of code):
Reason: Operate a portable restroom à Dumpoter business on
a partion of property, office will be less than 100 sgft. located
in poleten structure. Outside Storage will be less than 10;000 sgt
How does request meet criteria of Section 7.1.6 (see Attachment C):
Applicant Signature: Date
Rev 05052021 227



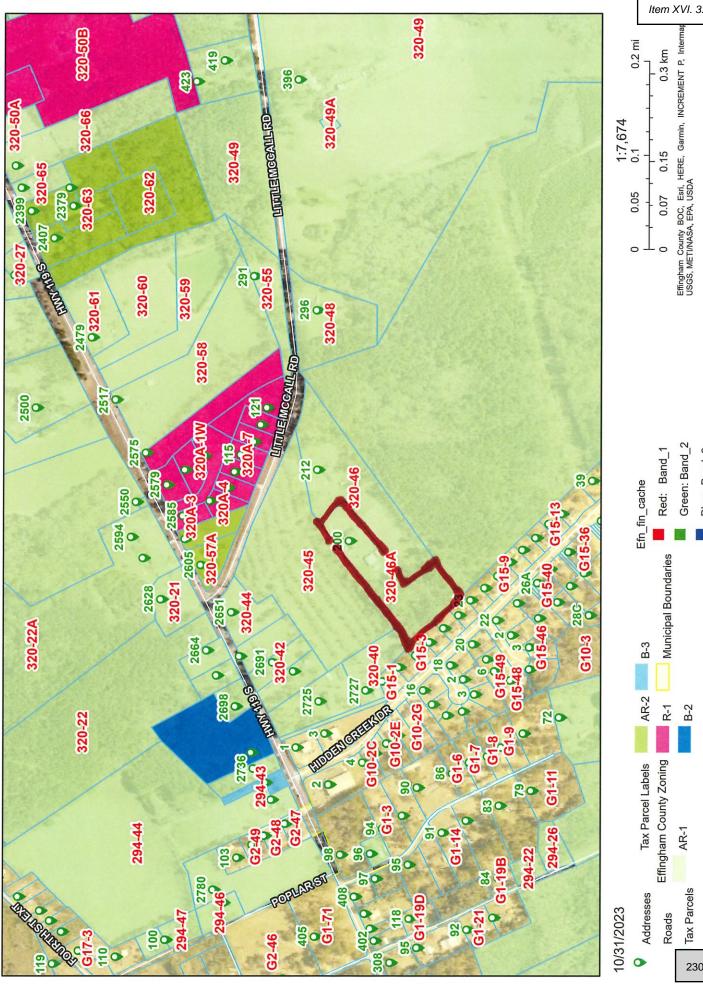
200 LITTLE MCCALL ROAD 320-46A



Item XVI. 3.

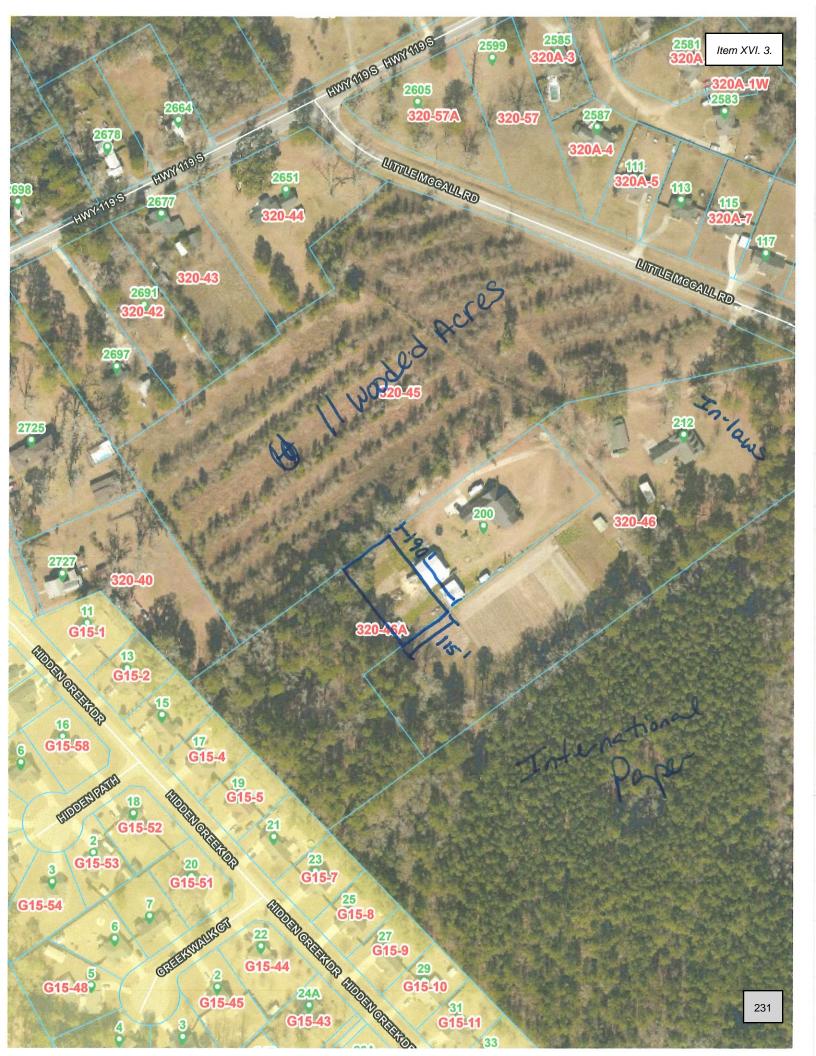
17 229 2/10

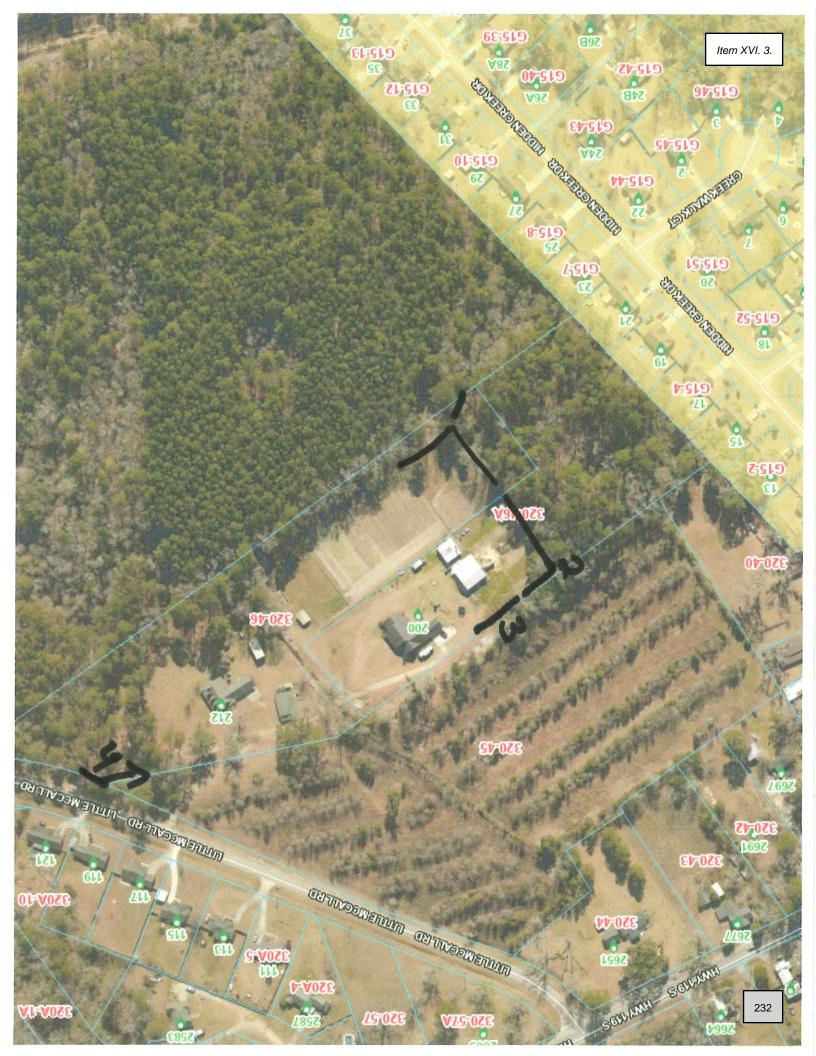


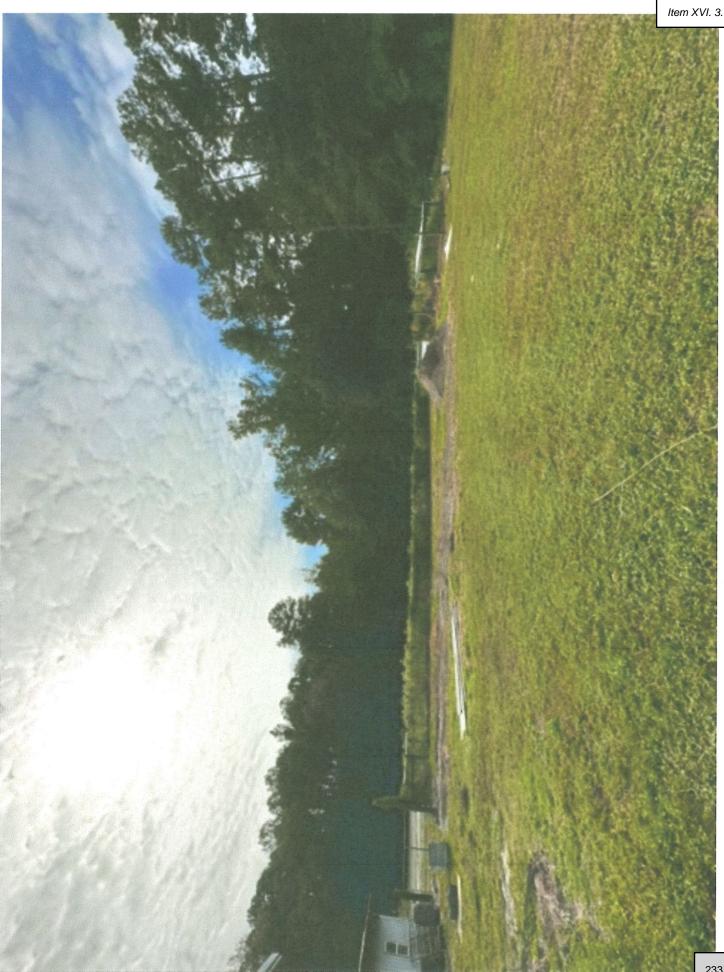


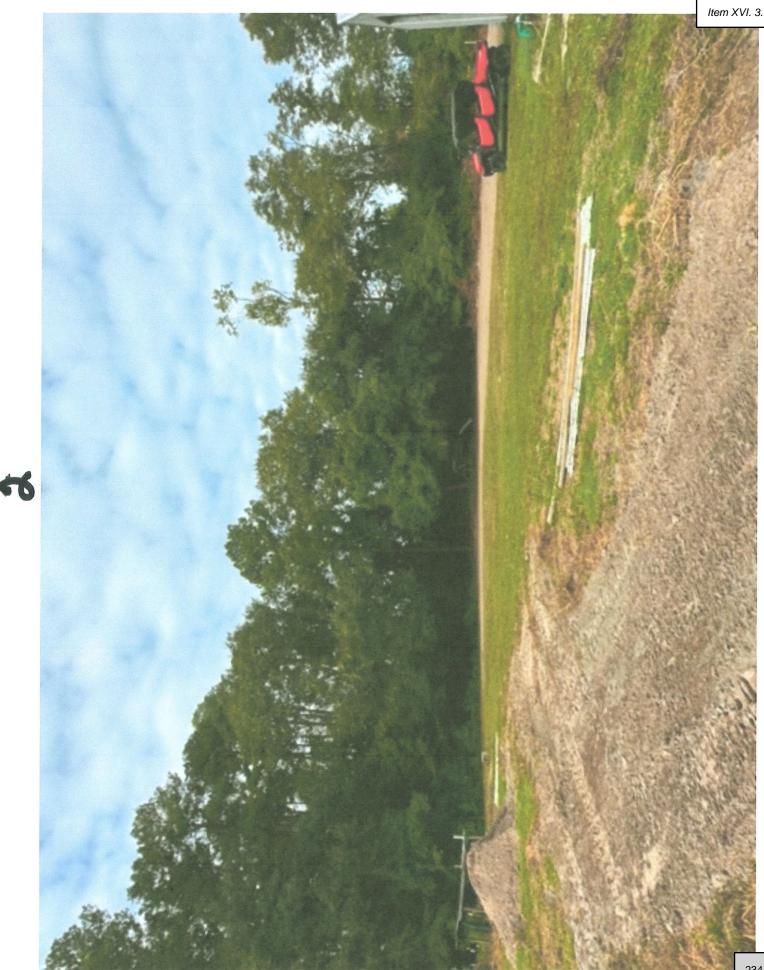
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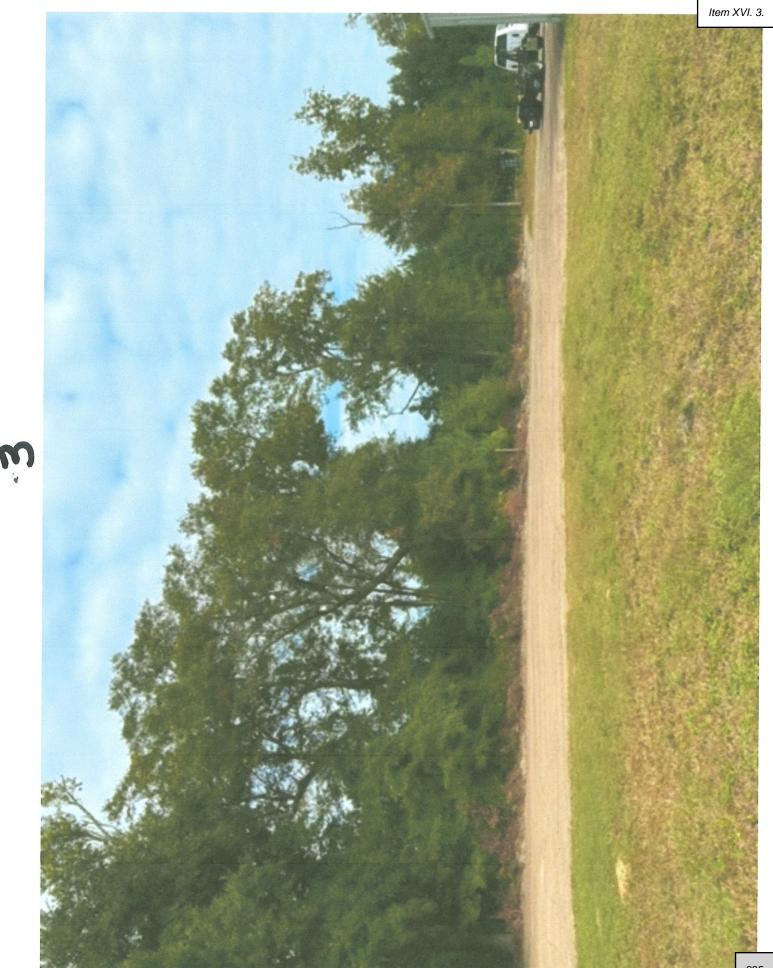
Blue: Band 3

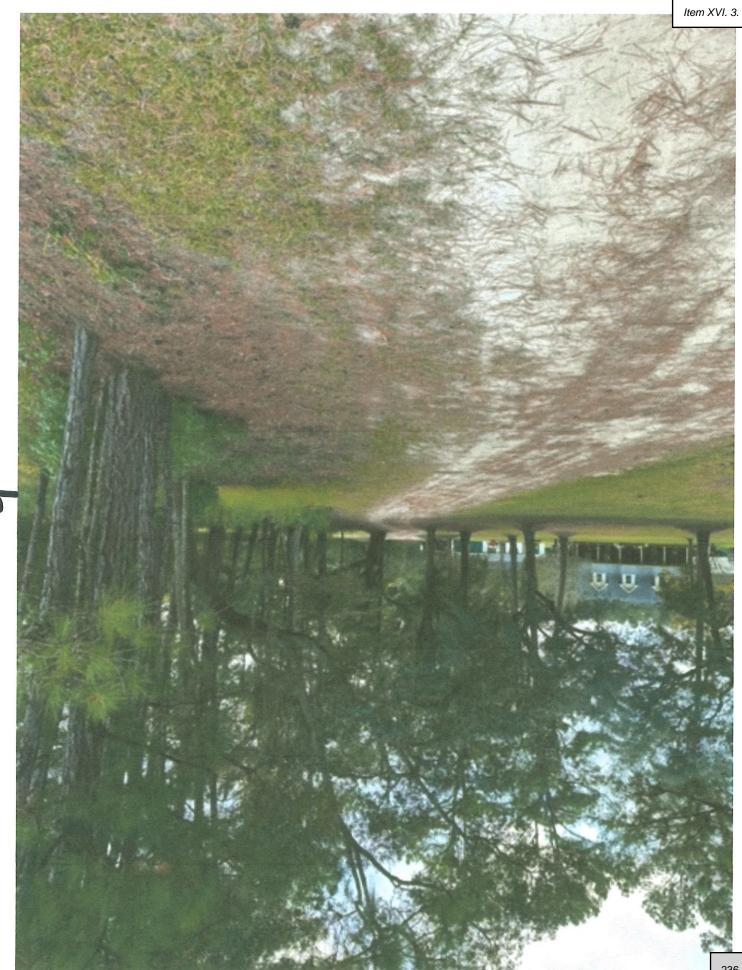














Imagery ©2023 Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2023 Google 50 ft







HUAC

Imagery ©2023 Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2023 Google 50 ft

gle Maps Guyton

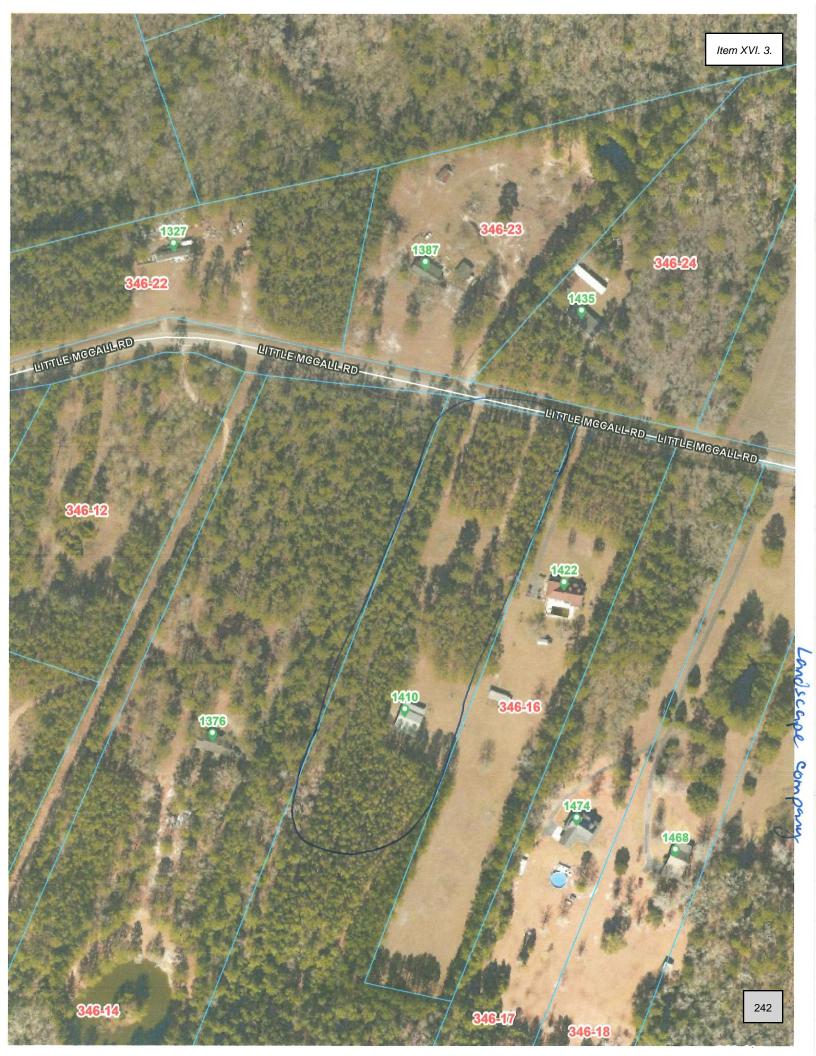


Forklift fire Repairs

Imagery ©2023 Airbus, Map data ©2023 Google 20 ft

240





Subject: 2^{nd} Reading – Zoning Map AmendmentAuthor:Chelsie Fernald, Senior PlannerDepartment:Development ServicesMeeting Date:January 16, 2023

Item Description: Thompson Family Enterprise LLC DBA Scotty's Pottys and Dumpsters requests a conditional use for a rural business. Located at 200 Little McCall Road. Map# 320 Parcel# 46A in the Third District.

Summary Recommendation

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

Executive Summary/Background

- The request for Residential Business Conditional Use is a requirement of Appendix C Zoning Ordinance, Article III-General Provisions, **Section 3.15B Rural Business**.
- The applicant requests the conditional use for a rural business to operate a portable restroom and dumpster business on a portion of the property.
- On October 23, 2023, Staff and the applicant did meet for a Technical Review Committee Meeting where we discussed buffers, access, and the conditional use process.
- During the Technical Review Committee Meeting, the applicant explained that the business would consist of approximately 100 portable restrooms and 5-6 dumpsters.
- The applicant did express that they are in the process of looking for a commercial location.
- Staff is recommending denial based on the following Effingham County Code of Ordinances:
 - the total area used for the rural business may not exceed 1,000 sq. ft.
 - any outside area in which the business is conducted, other than parking, shall be completely enclosed in a manner that the business is not visible from surrounding property.
 - the property on which the rural business is conducted must have frontage on a public road.
- Uses not permitted as a rural business per the ordinance are any use which clearly is out of scale or character with an agricultural or residential area.
- At the December 12, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval. Mr. Alan Zipperer second the motion, it carried unanimously.

Alternatives

- 1. Approve the request of a conditional use for a rural business with the following conditions:
 - The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).
- 2. Deny the request of a conditional use for a rural business.

Recommended Alternative: 2		Other Alternatives: 1
Department Review	: Development Services	FUNDING: N/A
Attachments:	1. Zoning Map Amendment	

STATE OF GEORGIA EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 320-46A AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 320-46A

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, THOMPSON FAMILY ENTERPRISE LLC DBA SCOTTY'S POTTYS AND DUMPSTERS has filed an

application for a conditional use to allow for a rural business; map and parcel number 320-46A, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on January 16, 2023 and notice of said hearing having been published in the

Effingham County Herald on December 13, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been

published in the Effingham County Herald on November 22, 2023; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for a residential business; map and parcel number 320-46A,

located in the 3rd commissioner district, is approved, with the following conditions:

1. The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).

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

This _____, 20____,

BOARD OF COMMISSIONERS EFFINGHAM COUNTY, GEORGIA

BY:

WESLEY CORBITT, CHAIRMAN

FIRST/SECOND READING: _____

ATTEST:

STEPHANIE JOHNSON COUNTY CLERK

Staff Report

Subject:Conditional Use (Third District)Author:Chelsie Fernald, Senior PlannerDepartment:Development ServicesMeeting Date:January 16, 2023

Item Description: David Clough requests a conditional use for an Agritourism Business. Located at 3285 GA Hwy 119 North. Map# 407 Parcel# 15A in the Third District.

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a **conditional use** for a **Agritourism Business**.

Executive Summary/Background

- The request for Residential Business Conditional Use is a requirement of Appendix C Zoning Ordinance, Article V – Uses Permitted in Districts, **Section 5.1.2.13 - Agritourism Business**.
- The applicant requests the conditional use of Agritourism Business to open a plant nursery business. Garden/Nursery Tours are a permitted use within Agritourism Business.
- This parcel is zoned AR-1, is a total of 5.01 acres and has frontage on Highway 119 N.
- The applicant has provided the required concept plan and narrative. Including projected growth to expand the nursery to 3-4 acres.
- Required buffers between Agricultural Residentially zoned parcels is 15 feet.
- At the December 12, 2023 Planning Board meeting, Mr. Alan Zipperer made a motion for approval with Staff recommendations. Mr. Peter Higgins second the motion and it carried unanimously.

Alternatives

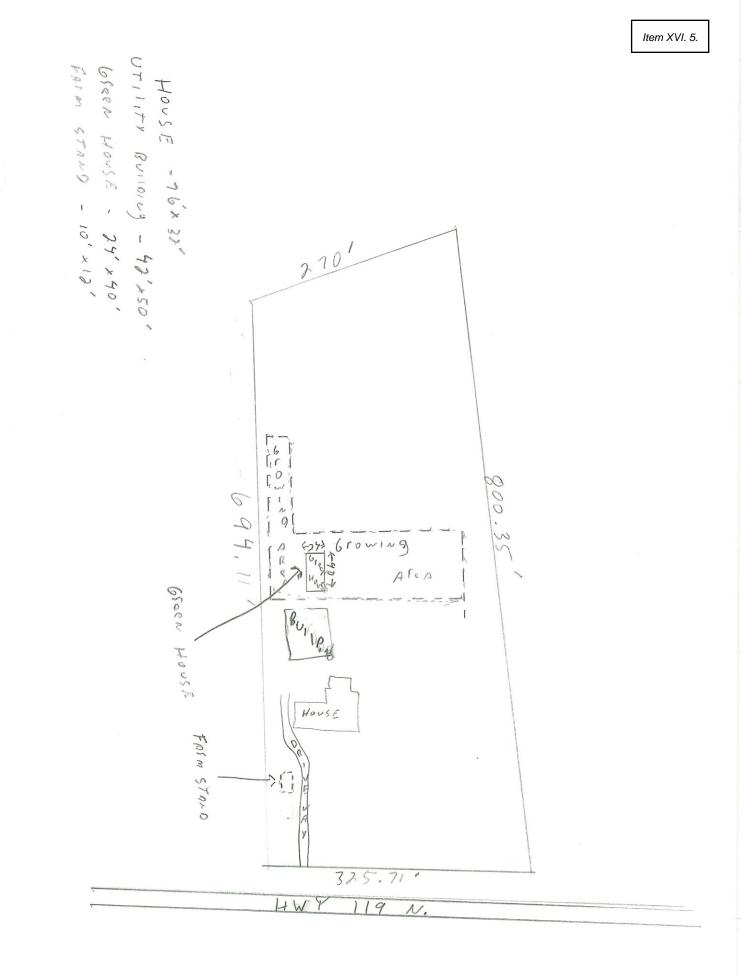
- 1. Approve the request of a conditional use for an Agritourism Business with the following conditions:
 - The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).
 - Signs need to be posted on the property that there will be no parking along the Right-of-Way of Highway 119.
- 2. Deny the request of a conditional use for a Agritourism Business.

Recommended Alternative: 1		Other Alternatives: 2	
Department Review	: Development Services	Fl	JNDING: N/A
Attachments:	1. Conditional Use application	2.	Aerial photograph 3. Deed

Item XVI. 5.

ATTACHMENT A - CONDITIONAL USE APPLICATION

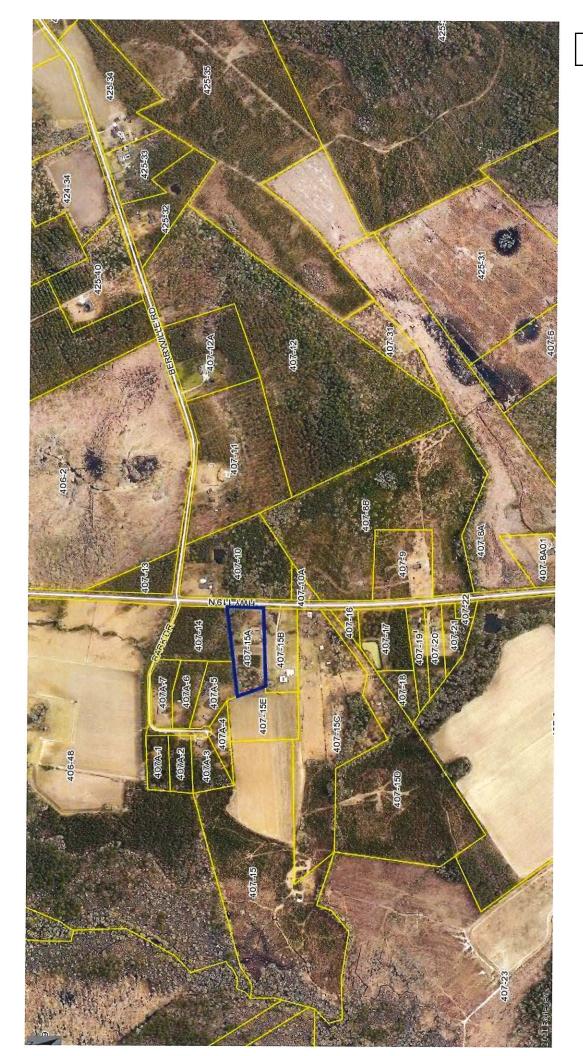
Application Date: 11-8-2023
Applicant/Agent: DAVID Clough
Applicant Email Address: _ davidclough66 @ OUTlook. COM
Phone # 440-876-3414
Applicant Mailing Address: 3285 GA. HWY. 119 N.
City: SPIING FIOLD State: 6A. Zip Code: 31329
Property Owner, if different from above:
Owner's Email Address (if known):
Phone #
Owner's Mailing Address:
City: State: Zip Code:
Property Location: 3285 6A, HUY, 119N. SPIMSFIOID 6A 31329
Present Zoning of Property <u>AR-1</u> Tax Map-Parcel # <u>407-15A</u> Total Acres <u>5.01</u>
CONDITIONAL USE REQUESTED:
Section 3.15A – Residential Business See Section 3.15A for requirements See Section 3.15B for requirements
OTHER (provide relevant section of code):
Reason: TO OPEN A NUTSETY BUSINOSS
How does request meet criteria of Section 7.1.6 (see Attachment C):
Applicant Signature: 2
Rev 05052021



PROPOSED

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Item XVI. 5.



3285 GA HWY 119 N 407-15A

Subject:2nd Reading – Zoning Map AmendmentAuthor:Chelsie Fernald, Senior PlannerDepartment:Development ServicesMeeting Date:January 16, 2023

Item Description: David Clough requests a conditional use for an Agritourism Business. Located at 3285 GA Hwy 119 North. Map# 407 Parcel# 15A in the Third District.

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a **conditional use** for a **Agritourism Business**.

Executive Summary/Background

- The request for Residential Business Conditional Use is a requirement of Appendix C Zoning Ordinance, Article V – Uses Permitted in Districts, Section 5.1.2.13 - Agritourism Business.
- The applicant requests the conditional use of Agritourism Business to open a plant nursery business. Garden/Nursery Tours are a permitted use within Agritourism Business.
- This parcel is zoned AR-1, is a total of 5.01 acres and has frontage on Highway 119 N.
- The applicant has provided the required concept plan and narrative. Including projected growth to expand the nursery to 3-4 acres.
- Required buffers between Agricultural Residentially zoned parcels is 15 feet.
- At the December 12, 2023 Planning Board meeting, Mr. Alan Zipperer made a motion for approval with Staff recommendations. Mr. Peter Higgins second the motion and it carried unanimously.

Alternatives

- 1. Approve the request of a conditional use for an Agritourism Business with the following conditions:
 - The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).
 - Signs need to be posted on the property that there will be no parking along the Right-of-Way of Highway 119.
- 2. Deny the request of a conditional use for a Agritourism Business.

Recommended Alternative: 1		Other Alternatives: 2
Department Review	: Development Services	FUNDING: N/A
Attachments:	1. Zoning Map Amendment	

STATE OF GEORGIA EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 407-15A AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 407-15A

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, DAVID CLOUGH has filed an application for a conditional use to allow for an agritourism business; map and

parcel number 407-15A, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on January 16, 2024 and notice of said hearing having been published in the

Effingham County Herald on December 13, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been

published in the Effingham County Herald on November 22, 2023; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for an agritourism business; map and parcel number 407-15A,

located in the 3rd commissioner district, is approved, with the following conditions:

- 1. The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).
- 2. Signs need to be posted on the property that there will be no parking along the Right-of-Way of Highway 119.

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

This _____, 20____,

BOARD OF COMMISSIONERS EFFINGHAM COUNTY, GEORGIA

BY:

WESLEY CORBITT, CHAIRMAN

FIRST/SECOND READING: _____

ATTEST:

STEPHANIE JOHNSON COUNTY CLERK

Staff Report

Subject:	Variance (Second District)
Author:	Chelsie Fernald, Senior Planner
Department:	Development Services
Meeting Date:	January 16, 2023

Item Description: John Egan requests a variance from ordinance section 3.21.1, to allow for the occupation of a camper/RV during home construction. Located at 128 Partridge Run, zoned R-1. Map# 435A Parcel# 68 in the Second District.

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a variance from ordinance section 3.21.1, to allow for the occupation of a camper/RV during home construction.

Executive Summary/Background

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

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

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

- The applicant would like to live on site in their camper while the home construction is finished.
- The residential building permit has been issued and the temporary power inspection was completed in June 2023.
- At the December 12, 2023 Planning Board meeting, Mr. Alan Zipperer made a motion for approval. Mr. Ryan Thompson second the motion and it carried unanimously.

Alternatives

- 1. Approve the request for variance with the following conditions:
 - The camper may be occupied for up to twelve (12) months during construction.
 - Upon issuance of the certificate of occupancy for the house construction, the camper shall be vacated and disconnected from well and septic.
- 2. Deny the request for variance

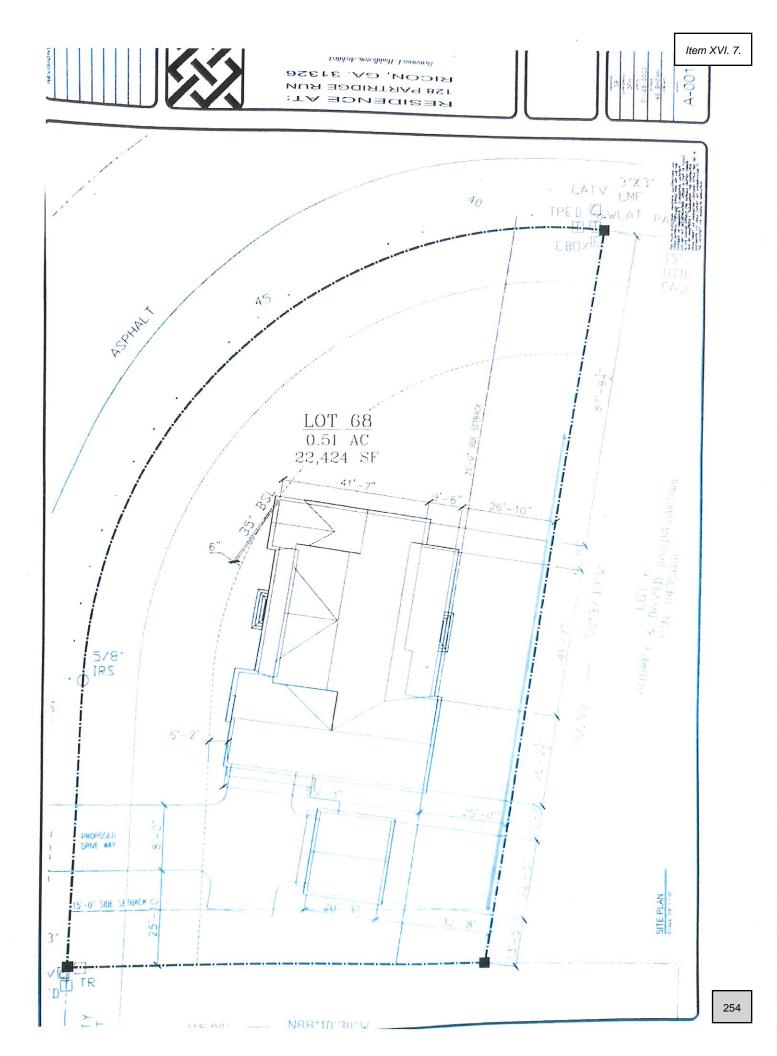
 Recommended Alternative: 1
 Other Alternatives: 2

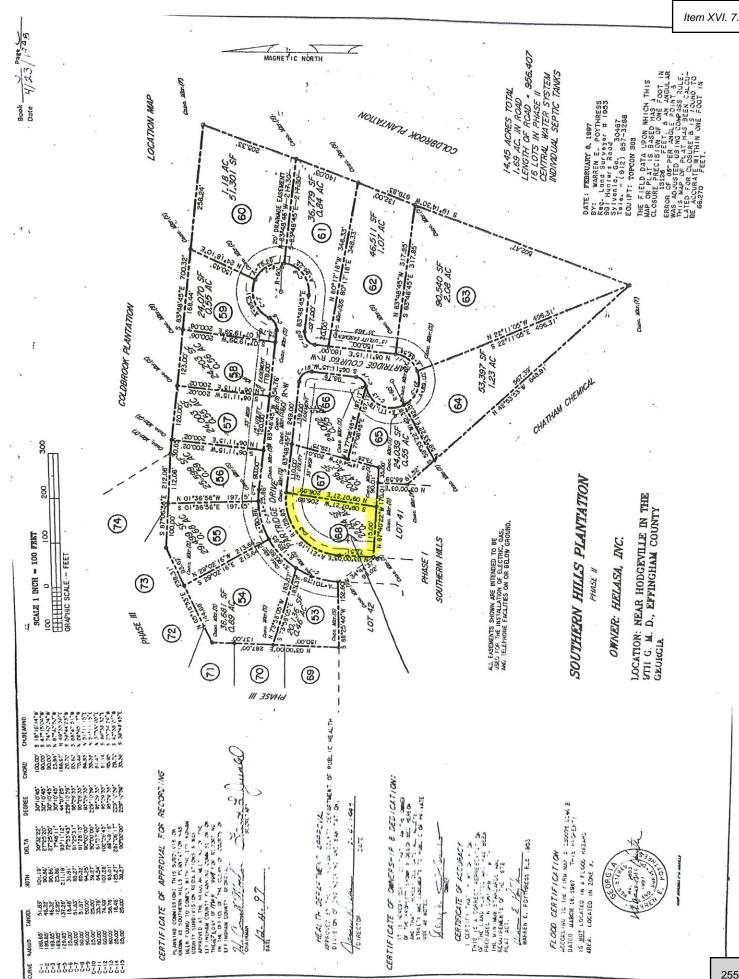
 Department Review: Development Services
 FUNDING: N/A

 Attachments:
 1. Variance application 2. Site Plan 3. Deed 4. Ownership certificate/authorization 5. Aerial photograph

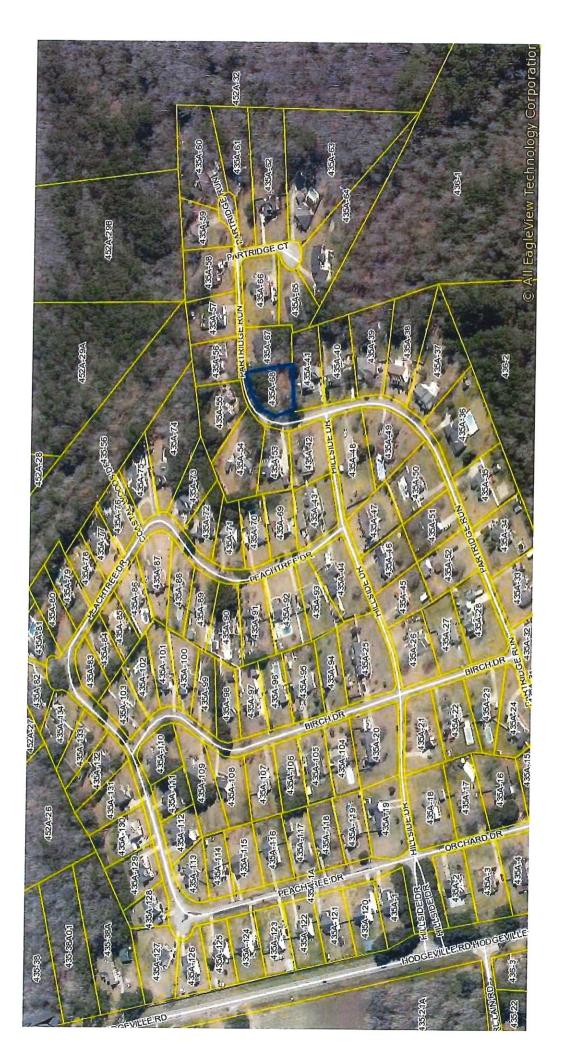
ATTACHMENT A - VARIANCE APPLICATION

	Application Date: 10/30 / 2023
Applicant/Agent: JOHN EGAN	
Applicant Email Address: ebolanos /	1010 @ amail. com
Phone #	912)656-3965
Applicant Mailing Address: 128 PA	RTRIDGE RUN
City: RINCON	State: GA Zip Code: 31326
Property Owner, if different from above:	
Owner's Email Address (if known):	1E
	SAME
Owner's Mailing Address: SAME AS	ABOVE
	State: Zip Code:
cui.	
Property Location: 128 PARTE	RIDGE RUN RINLON GA 31326
Name of Development/Subdivision:	OUTHERN HILLS PLANTATION
	Map-Parcel # <u>0435A068</u> Total Acres 0.51
VARIANCE REQUESTED (provide rele	evant section of code):
Describe why variance is needed:PEX	ENISSION TO LIVE IN CAMPER (RV)
WHILE WE FINISH OL	IR OR THE CONSTRUCTION OF MY
HOME AT 128 PARTEI	DGE RUN. (RV PARKED IN THE DRIVEWAY)
How does request meet criteria of Section 7	7.1.8 (see Attachment C):
Applicant Signature: Ach. 7. 1	Date $10 - 30 - 23$
U	





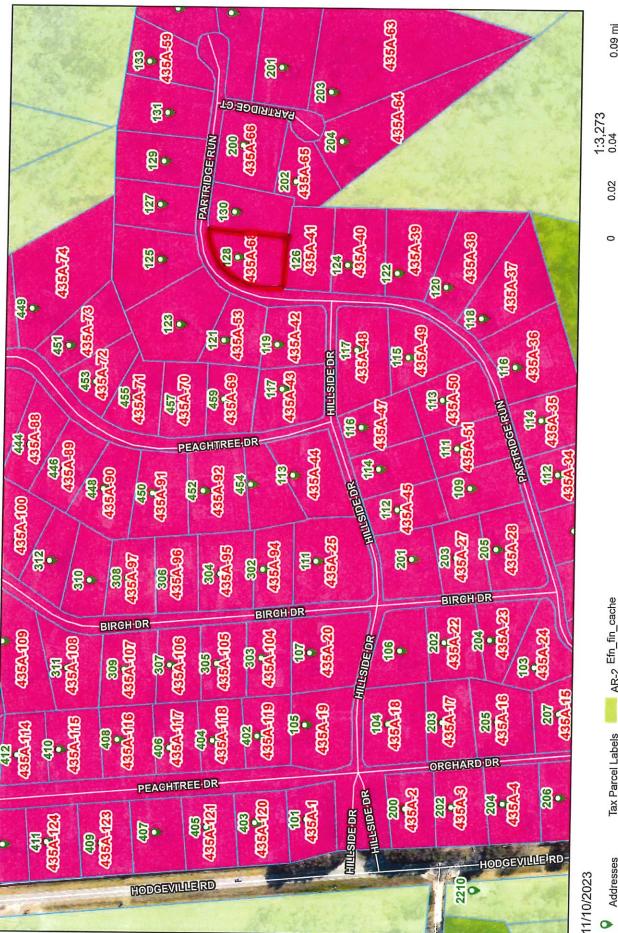
128 PARTRIDGE RUN 435A-68



Item XVI. 7.

1202/12/20





Item XVI. 7.

0.15 km

0.07

0.04

0

0.02

0.09 mi

Effingharm County BOC, Savannah Area GIS, Esri, HERE, Garmin, INCREMENTP, USGS, EPA, USDA Green: Band_2 Blue: Band_3 Red: Band 1 AR-2 Efn_fin_cache R-1 Effingham County Zoning Tax Parcel Labels AR-1 Tax Parcels Addresses Roads 0

STATE OF GEORGIA EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 435A-68 AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 435A-68

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 EGAN has filed an application for a variance, to allow for occupation of camper/RV during home

construction; map and parcel number 435A-68, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on January 16, 2024 and notice of said hearing having been published in the

Effingham County Herald on December 13, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been

published in the Effingham County Herald on November 22, 2023; and

IT IS HEREBY ORDAINED THAT a variance to allow for occupation of camper/RV during home construction; map and

parcel number 435A-68, located in the 2nd commissioner district is approved, with the following condition:

- 1. The camper may be occupied for up to twelve (12) months during construction.
- Upon issuance of the certificate of occupancy for the house construction, the camper shall be vacated and disconnected from well and septic

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 Subject: 2^{nd} Reading – Zoning Map AmendmentAuthor:Chelsie Fernald, Senior PlannerDepartment:Development ServicesMeeting Date:January 16, 2023

Item Description: John Egan requests a variance from ordinance section 3.21.1, to allow for the occupation of a camper/RV during home construction. Located at 128 Partridge Run, zoned R-1. Map# 435A Parcel# 68 in the Second District.

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a variance from ordinance section 3.21.1, to allow for the occupation of a camper/RV during home construction.

Executive Summary/Background

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

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

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

- The applicant would like to live on site in their camper while the home construction is finished.
- The residential building permit has been issued and the temporary power inspection was completed in June 2023.
- At the December 12, 2023 Planning Board meeting, Mr. Alan Zipperer made a motion for approval. Mr. Ryan Thompson second the motion and it carried unanimously.

Alternatives

- 1. Approve the request for variance with the following conditions:
 - The camper may be occupied for up to twelve (12) months during construction.
 - Upon issuance of the certificate of occupancy for the house construction, the camper shall be vacated and disconnected from well and septic.

FUNDING: N/A

2. Deny the request for variance

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services

Attachments: 1. Zoning Map Amendment

Staff Report

Subject:Variance (Fifth District)Author:Chelsie Fernald, Senior PlannerDepartment:Development ServicesMeeting Date:January 16, 2023

Item Description: Jay Maupin – Maupin Engineering, Inc. as Agent for Oleg Mitnik requests a variance from ordinance section 3.4.1, to allow for the reduction in required buffers. Located on Highway 21, zoned B-3. Map# 465 Parcel# 1 in the Fifth District.

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a variance from ordinance section 3.4.1, to allow for the reduction in required buffers.

Executive Summary/Background

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

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

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

- The applicant would like to reduce the buffer between the commercially zoned parcel and the industrially zoned parcel from 150 feet to 25 feet due to the lot depth and the amount of wetlands present on the parcel.
- The industrial parcel to the east has the same owner and has an existing buffer of 150 feet.
- The applicant has combined map/parcel 465D-9B and 465-1 for the commercial business. The building will be located on 465D-9B while the lot for the trucks will be located on 465-1.
- There is a required 15-foot vegetative buffer along Highway 21.
- At the December 12, 2023 Planning Board meeting, Mr. Peter Higgins made a motion for approval. Mr. Ryan Thompson second the motion and it carried unanimously.

Alternatives

Approve the request for variance
 Deny the request for variance

Recommended Alternative: 1

Other Alternatives: 2

FUNDING: N/A

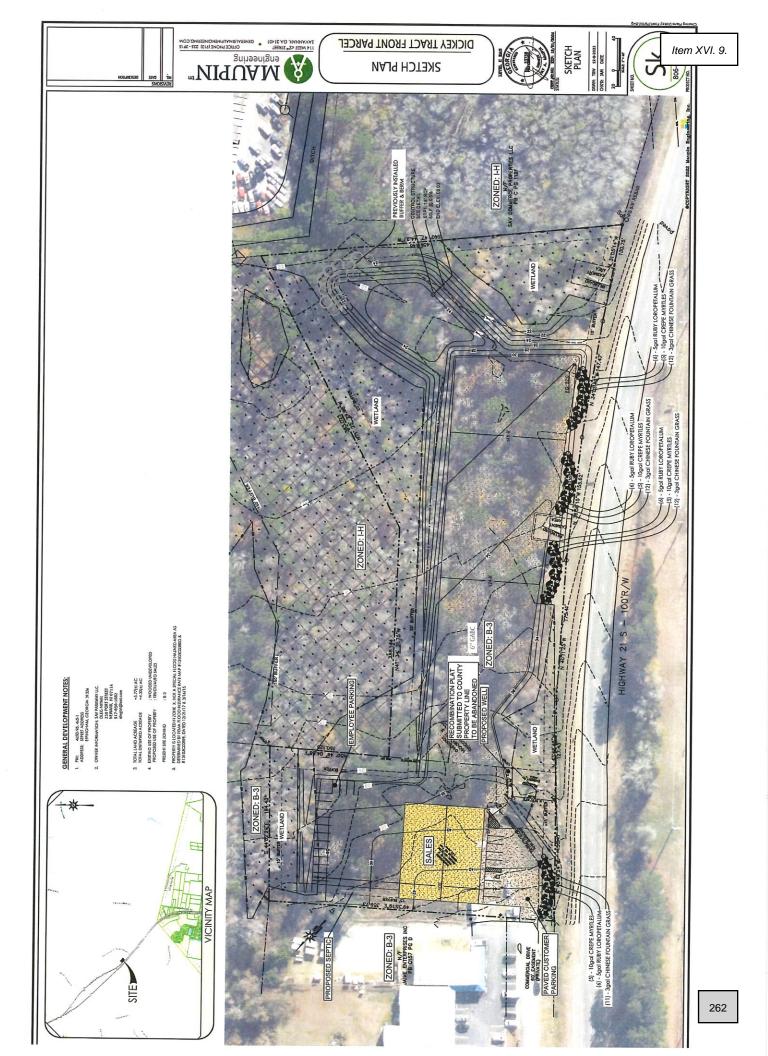
Department Review: Development Services

Attachments:1. Variance application2. Site Plan3. Deed4. Ownership certificate/authorization5. Aerial photograph

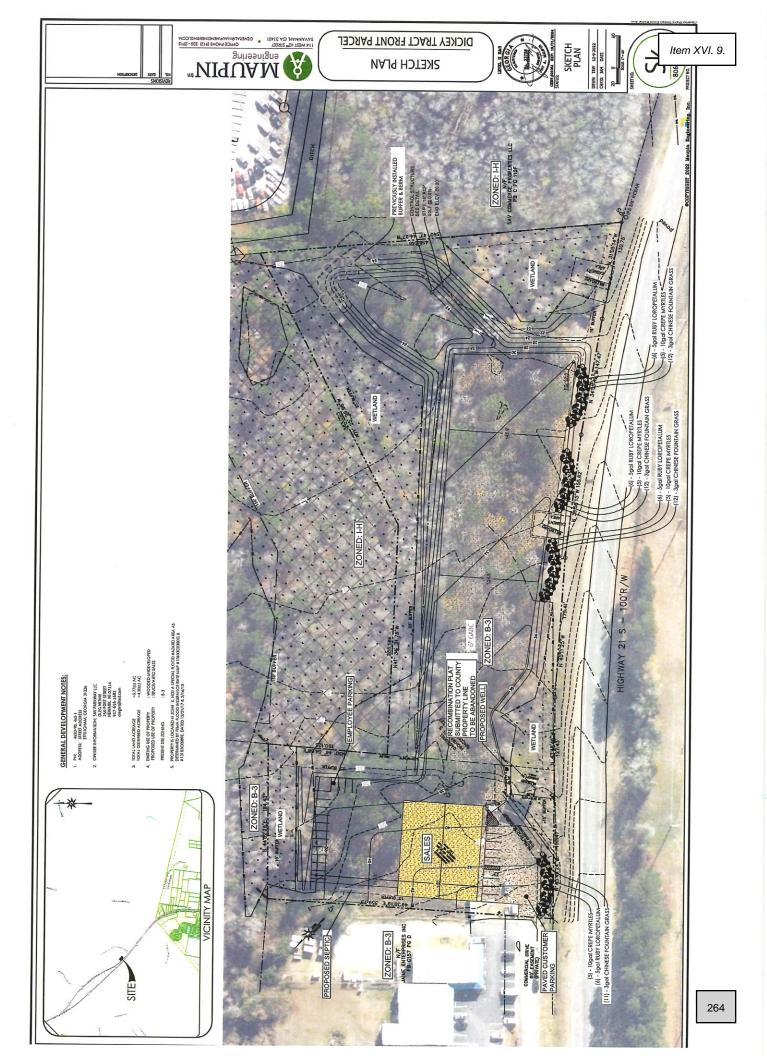
ATTACHMENT A - VARIANCE APPLICATION

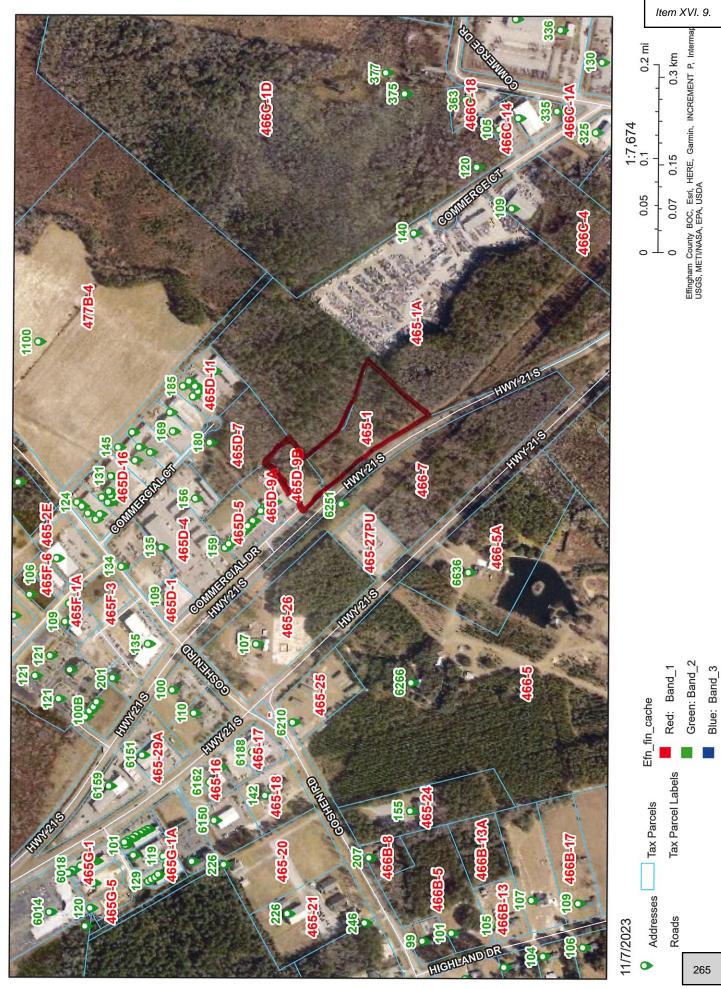
	,	Application Date: 3/8/2023
Applicant/Agent: Jay Maupin - Mai	upin Engineering, Inc	
Applicant Email Address: 114 W		
Pl	hone #_912-235-2915	
Applicant Mailing Address: 114 W	V 42nd Street Savannah, GA 31401	
City: Savannah	State: GA	Zip Code: <u>31401</u>
Property Owner, if different from		
		ptarized Authorization of Property Owner
Owner's Email Address (if known	a); <u>olegtrt@aol.com</u>	
Ph	one # 973-344-7100 x203	
Owner's Mailing Address: 205 Por		
City: Newark	State: NJ	Zip Code: 07114
		2.p couc
Property Location: Hwy 21		
		1 Total Acres 14.99
		:):
We are requesting a 125ft variance. V Needed due to lot dept restrictions	ve are requesting it to go from 150	UTT to 125 ft.
How does request meet criteria of		
There are existing buffers on the oppos	ite property line that provide sufficient	cient buffering.
\bigcirc	5	
Applicant Signature:	5	Date ////23
		/// //
V		Rev 05052021

Rev 05052021

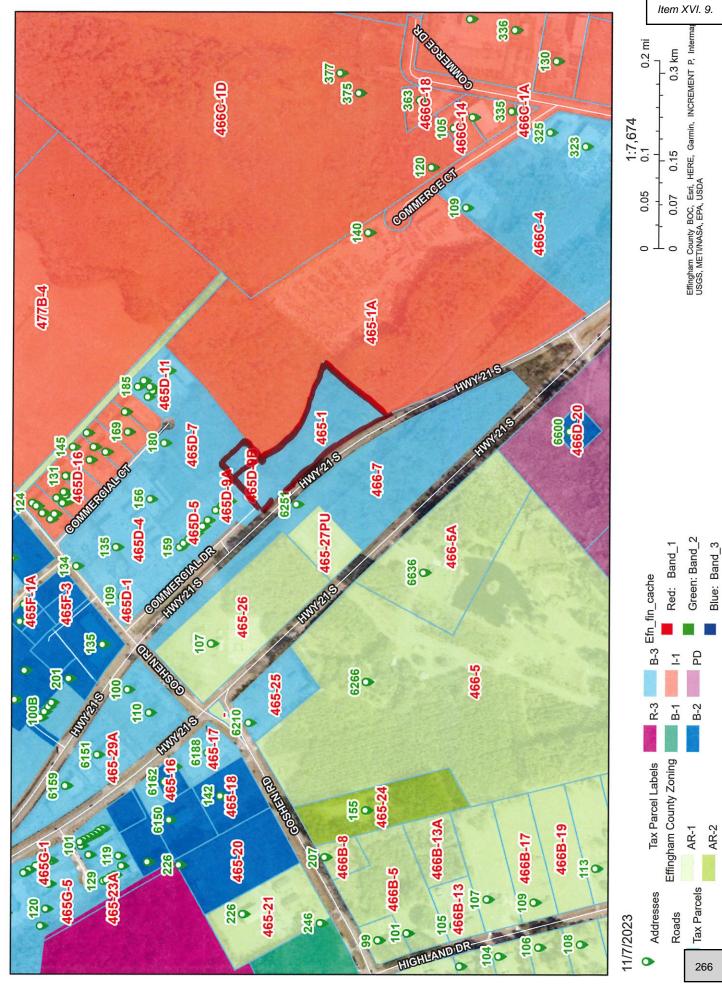








HWY 21 465-1 DICKEY TRACT



HWY 21 465-1 DICKEY TRACT

2nd Reading – Zoning Map Amendment Subject: Chelsie Fernald, Senior Planner Author: **Department: Development Services** Meeting Date: January 16, 2023

Jay Maupin - Maupin Engineering, Inc. as Agent for Oleg Mitnik requests a variance Item Description: from ordinance section 3.4.1, to allow for the reduction in required buffers. Located on Highway 21, zoned B-3. Map# 465 Parcel# 1 in the Fifth District.

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a variance from ordinance section 3.4.1, to allow for the reduction in required buffers.

Executive Summary/Background

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

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

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

- The applicant would like to reduce the buffer between the commercially zoned parcel and the industrially zoned parcel from 150 feet to 25 feet due to the lot depth and the amount of wetlands present on the parcel.
- The industrial parcel to the east has the same owner and has an existing buffer of 150 feet. .
- The applicant has combined map/parcel 465D-9B and 465-1 for the commercial business. The building will be located on 465D-9B while the lot for the trucks will be located on 465-1.
- There is a required 15-foot vegetative buffer along Highway 21.
- At the December 12, 2023 Planning Board meeting, Mr. Peter Higgins made a motion for approval. Mr. Ryan • Thompson second the motion and it carried unanimously.

Alternatives

1. Approve the request for variance 2. Deny the request for variance

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

Attachments: 1. Zoning Map Amendment FUNDING: N/A

STATE OF GEORGIA EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 465-1 AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 465-1

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, JAY MAUPIN – MAUPIN ENGINEERING, INC. AS AGENT FOR OLEG MITNIK has filed an application

for a variance, to allow for reduction in required buffer; map and parcel number 465-1, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on January 16, 2024 and notice of said hearing having been published in the

Effingham County Herald on December 13, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been

published in the Effingham County Herald on November 22, 2023; and

IT IS HEREBY ORDAINED THAT a variance to allow for reduction in required buffer; map and parcel number 465-1,

located in the 5th commissioner district is approved.

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

This _____, 20____,

BOARD OF COMMISSIONERS EFFINGHAM COUNTY, GEORGIA

BY:

WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON COUNTY CLERK

Item XVI. 11.

Staff Report

Subject:Rezoning (Third District)Author:Chelsie Fernald, Senior PlannerDepartment:Development ServicesMeeting Date:January 16, 2023Item Description:Michael Emiry requests to rezone 2.5 acres from AR-1 to AR-2 to allow for a new homesite. Located at 1800 Oliver Kildare Road. Map# 208 Parcel# 1

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request to **rezone** 2.5 acres from **AR-1** to **AR-2** to allow for a new home site.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant would like to subdivide 2.5 acres to allow for a new home site for family.
- The new parcel will have frontage on Oliver Kildare Road which is a County maintained road.
- Per the Effingham County Code of Ordinances, the following are the allowed uses in AR-2 zoning:
 - Class A single-family detached dwellings and their customary uses on the basis of one dwelling for each 43,560 square feet of land under the same ownership and 100 feet of frontage on a public street.
 - All uses permitted in section 5.1 except uses specified in subsections 5.1.1.2, 5.1.1.3, 5.1.1.6, 5.1.2.11, and 5.1.2.12.
 - Government-owned utilities, except publicly-owned treatment plants permitted by the State of Georgia and water storage facilities in excess of 1,000,000-gallon capacity, provided that wells, pump stations, meter stations, and water storage facilities must be enclosed by a painted or chain-link fence or wall at least six feet in height above finished grade and provided there is neither office nor commercial operation nor storage of vehicles or equipment on the premises.
- At the December 12, 2023 Planning Board meeting, Mr. Alan Zipperer made a motion for approval with Staff recommendations. Mr. Ryan Thompson second the motion and it carried unanimously.

Alternatives

- 1. Approve the request to rezone 2.5 acres from AR-1 to AR-2 to allow for a new home site with the following conditions:
 - A subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- 2. Deny the request for to rezone 2.5 acres from AR-1 to AR-2 to allow for a new home site.

Recommended Alternative: 1

Department Review: Development Services

Attachments:

- 1. Rezoning application and checklist 2. Ownership certificate/authorization
- 3. Plat/Concept Plan 5. Deed

4. Aerial photograph

Other Alternatives: 2

FUNDING: N/A



RZN-23-2

Rezoning Application Status: Active Submitted On: 11/6/2023 **Primary Location**

Owner

EMIRY MICHAELL 1800 OLIVER KILDARE RD NEWINGTON, GA 30446

Applicant

Staff Review

▲ Planning Board Meeting Date*

Board of Commissioner Ads*

▲ Request Approved or Denied*

▲ Public Notification Letters Mailed*

▲ Board of Commissioner Meeting Date*

Commissioner District*

ZMA Conditions

Water Connection *

Private Well

Sewer Connection

Private Septic System

Justification for Rezoning Amendment *

rezoning to add a house for family

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

North*	South*
12	Ar1
East*	West*
Ar1	Ar1

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

not used fields

Does the property you wish to rezone have a reasonable economic use as it is currently zoned?* $\ensuremath{\mathsf{No}}$

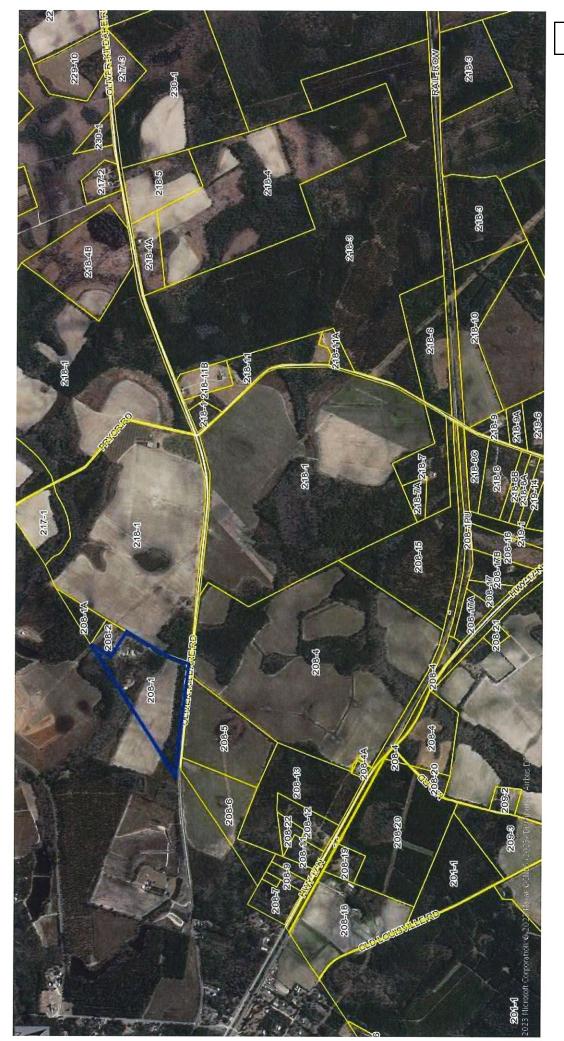
Describe the use that you propose to make of the land after rezoning.*

Family living

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

Farm fields





Item XVI. 11.

Item XVI. 11.



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 Michael Emiry – (Map # 208 Parcel # 1) from <u>AR-1</u> to <u>AR-2</u> zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

Subject:2nd Reading – Zoning Map AmendmentAuthor:Chelsie Fernald, Senior PlannerDepartment:Development ServicesMeeting Date:January 16, 2023Item Description:Michael Emiry requests to rezone 2.5 acres from AR-1 to AR-2 to allow for a new homesite. Located at 1800 Oliver Kildare Road. Map# 208 Parcel# 1

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request to **rezone** 2.5 acres from **AR-1** to **AR-2** to allow for a new home site.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant would like to subdivide 2.5 acres to allow for a new home site for family.
- The new parcel will have frontage on Oliver Kildare Road which is a County maintained road.
- Per the Effingham County Code of Ordinances, the following are the allowed uses in AR-2 zoning:
 - Class A single-family detached dwellings and their customary uses on the basis of one dwelling for each 43,560 square feet of land under the same ownership and 100 feet of frontage on a public street.
 - All uses permitted in section 5.1 except uses specified in subsections 5.1.1.2, 5.1.1.3, 5.1.1.6, 5.1.2.11, and 5.1.2.12.
 - Government-owned utilities, except publicly-owned treatment plants permitted by the State of Georgia and water storage facilities in excess of 1,000,000-gallon capacity, provided that wells, pump stations, meter stations, and water storage facilities must be enclosed by a painted or chain-link fence or wall at least six feet in height above finished grade and provided there is neither office nor commercial operation nor storage of vehicles or equipment on the premises.
- At the December 12, 2023 Planning Board meeting, Mr. Alan Zipperer made a motion for approval with Staff recommendations. Mr. Ryan Thompson second the motion and it carried unanimously.

Alternatives

- **1. Approve** the request to **rezone** 2.5 acres from **AR-1** to **AR-2** to allow for a new home site with the following conditions:
 - A subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- 2. Deny the request for to rezone 2.5 acres from AR-1 to AR-2 to allow for a new home site.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

STATE OF GEORGIA EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 208-1 AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 208-1

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, MICHAEL EMIRY has filed an application to rezone two and fifty hundredths (2.5) +/- acres; from AR-1 to

AR-2 to allow for a new home site; map and parcel number 208-1, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on January 16, 2024 and notice of said hearing having been published in the

Effingham County Herald on December 13, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been

published in the Effingham County Herald on November 22, 2023; and

IT IS HEREBY ORDAINED THAT two and fifty hundredths (2.5) +/- acres; map and parcel number 208-1, located in the

5th commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. A subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

This _____, 20____,

BOARD OF COMMISSIONERS EFFINGHAM COUNTY, GEORGIA

BY:

WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON COUNTY CLERK

Staff Report

Subject:Rezoning (Fifth District)Author:Chelsie Fernald, Senior PlannerDepartment:Development ServicesMeeting Date:January 16, 2023Item Description:Kathi Messer requests to rezone 1.01 acres from AR-1 to B-1 to allow for a small pizzarestaurant. Located on Long Bridge Road. Map# 445 Parcel# 19 in the Fifth District.

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request to **rezone** 1.01 acres from **AR-1** to **B-1** to allow for a small pizza restaurant.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is proposing a small pizza restaurant which is a The proposed development has approximately 175' of road frontage on Long Bridge Road which is a County maintained road.
- The applicant is proposing a pizza restaurant with customer parking. The required buffer between residentially zoned parcels and a commercial parcel is 30 feet, the applicant is proposing approximately 72 feet.
- The closest commercially zoned parcel is approximately 300 feet to this location.
- B-1 zoning is the least intense commercial zoning, that is designed for small scale retail and service businesses that cater to the surrounding residential neighborhoods.
- Permitted uses within B-1 Neighborhood Commercial District are:
 - Personal and professional services (including clinics and studios).
 - Cafes, and restaurants.
 - Private clubs, lodges, community centers.
 - Dry cleaning outlets.
 - Convenience stores (retail) without gas pumps.
 - Child care centers.
 - Libraries.
 - Mixed-use residential
 - Site-built single-family detached buildings.
 - Government-owned utilities.
 - Bed and breakfast lodging facility.
- At the December 12, 2023 Planning Board meeting, Mr. Peter Higgins made a motion for denial. The motion died.
- Afterwards, Mr. Ryan Thompson made a motion for approval with Staff recommendations and the following additional conditions:
 - A Sketch Plan will be required.
 - All buffers to residential parcels must be 50 feet and include a privacy fence no closer than 5 feet to the property line and cannot exceed 7 feet in height.
 - The only use that will be allowed with this B-1 district is cafes, and restaurants; all other allowed B-1
 uses will be prohibited.
- Mr. Brad Smith second the motion. The motion carried 4-1 with Mr. Peter Higgins opposing.

Alternatives

- 1. Approve the request to rezone 1.01 acres from AR-1 to B-1 to allow for a small pizza rest the following conditions:
 - A subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
 - The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax -Certificate (business license).
 - A Sketch Plan will be required. -
 - All buffers to residential parcels must be 50 feet and include a privacy fence no closer than 5 feet to the property line and cannot exceed 7 feet in height.
 - The only use that will be allowed with this B-1 district is cafes, and restaurants; all other allowed -B-1 uses will be prohibited.
- 2. Deny the request for to rezone 1.01 acres from AR-1 to B-1 to allow for a small pizza restaurant.

Recommended Alternative: 1

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

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

Other Alternatives: 2

5. Deed

ATTACHMENT A – REZONING AMENDMENT APPLICATION

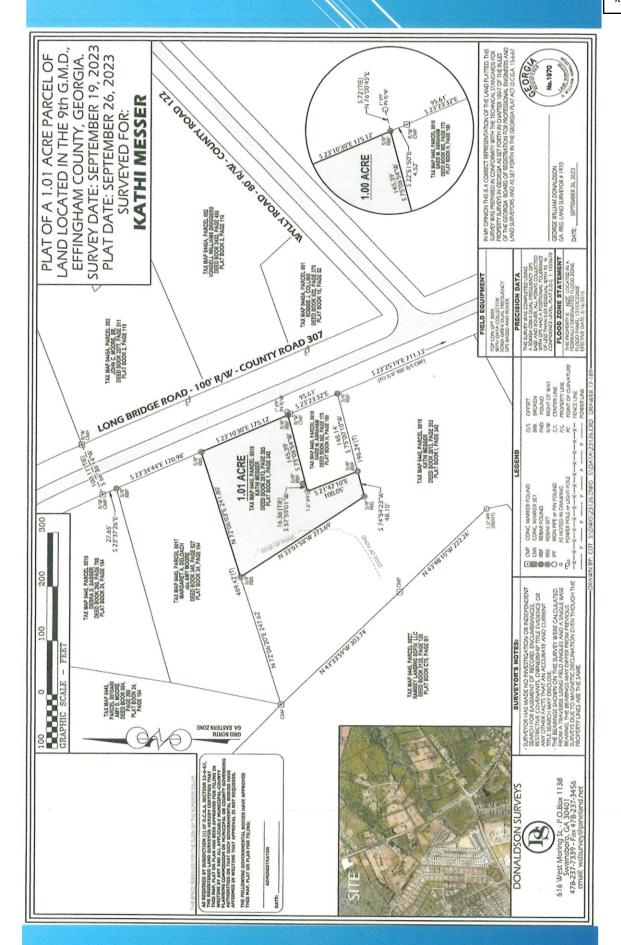
··· 1	Application Date: 10-13-23	
Applicant/Agent: Kathi Messe	×	
Applicant Email Address: Kat 818 gmail.com		
Phone # 254	-413-2036	
Applicant Mailing Address: 1086 Long	Bridge Rd	
City: <u>Rincon</u> s	tate: GA Zip Code: 31320	
Property Owner, if different from above:	ude Signed & Notarized Authorization of Property Owner	
Owner's Email Address (if known):		
Phone #		
Owner's Mailing Address:		
City: S	tate: Zip Code:	
Property Location: Long Bridge Proposed Road Access: Long Bridge	Rd, Rincon Rd	
Present Zoning of Property:	Ita R- Hroposed Zoning: Commercia B-1	
Tax Map-Parcel #_04450019_Tota	al Acres: 10.72 Acres to be Rezoned: 1.0	
Lot Characteristics:		
WATER	SEWER	
Private Well	Private Septic System	
Public Water System	Public Sewer System	
If public, name of supplier:		
Justification for Rezoning Amendment: Would	like to build Small Pizza restaurant	
List the zoning of the other property in the vicinity of the property you wish to rezone:		
North respential South ResidentiBast Commercia West Residential		

1. Describe the current use of the property you wish to rezone. acant lot. Has not been Used 2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned? No 3. Describe the use that you propose to make of the land after rezoning. We would like to build a riendly Small famili res tawan. 4. Describe the uses of the other property in the vicinity of the property you wish to rezone? Most are residential Across the trom Property Nighway Station. Two properties to the north is another Commercial is a gas lot. 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? fun place for the families in all to make would like We Ω urrently it's a long drive for neighborhoods toeat Jurrounding 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? already. Our restaurant will Bridge Rd 15 Very Dusy N traffin. added XCESSIVE an

Applicant Signature: John MUSU Date 10-13-23

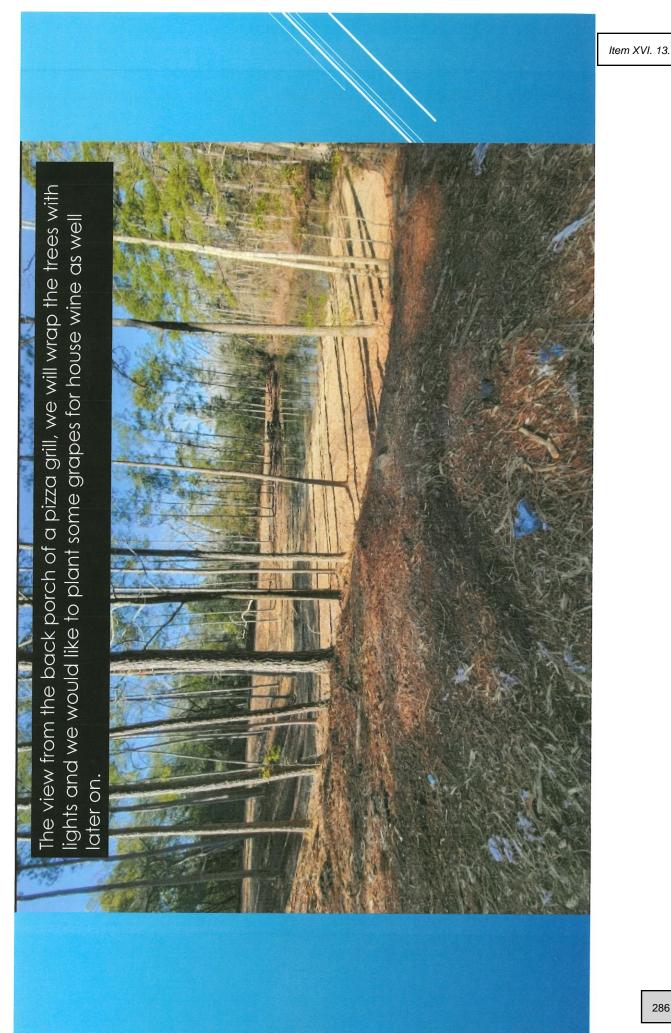


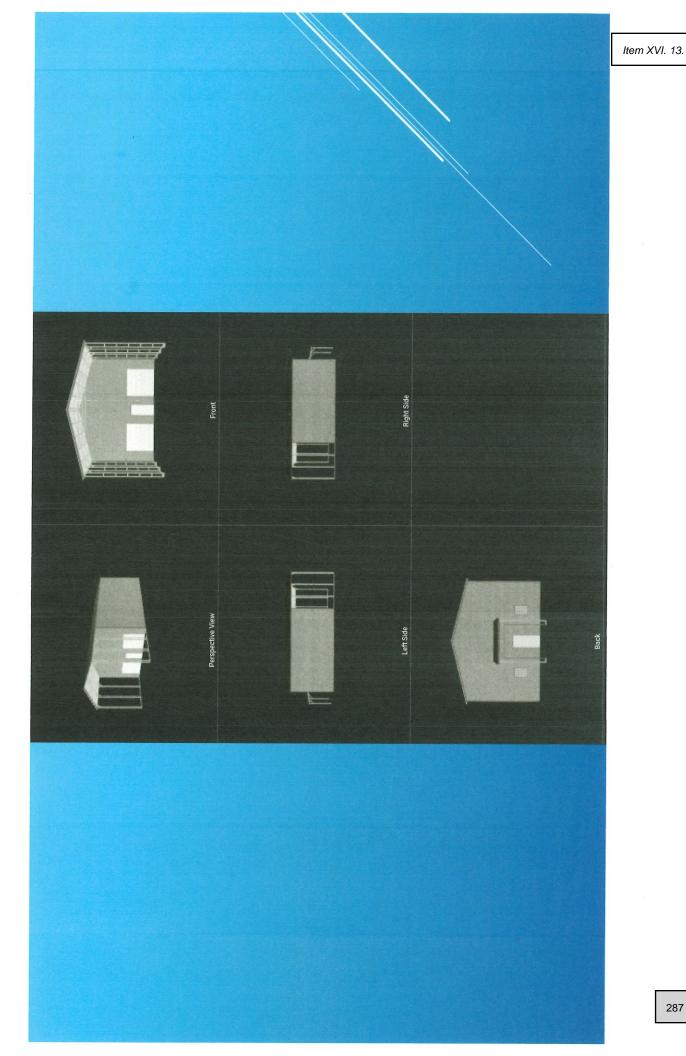


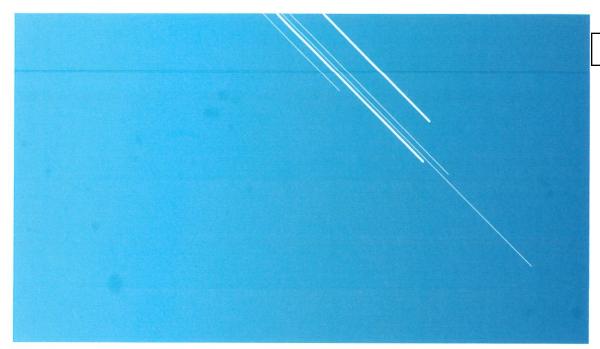


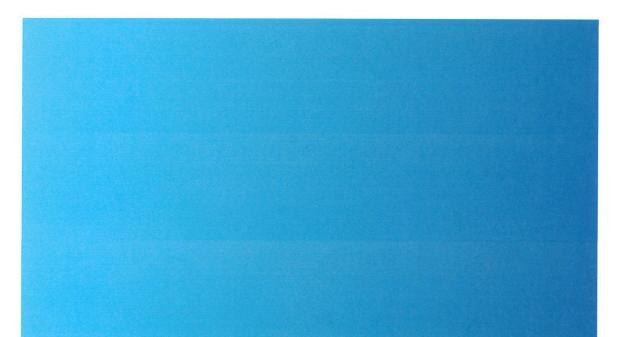


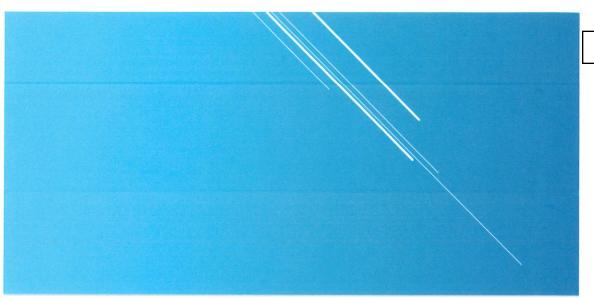




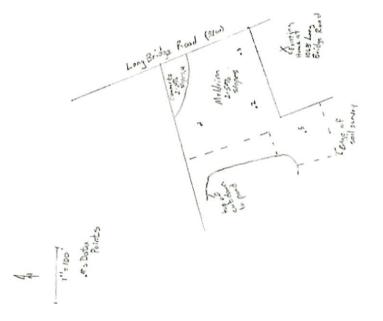






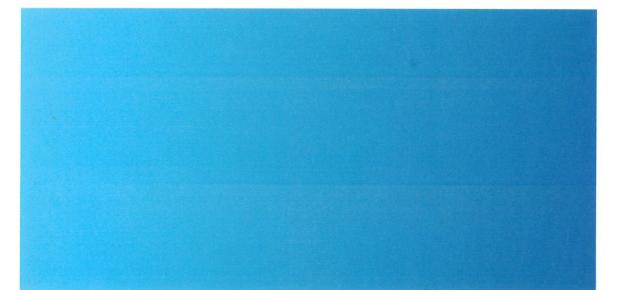




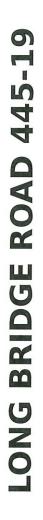


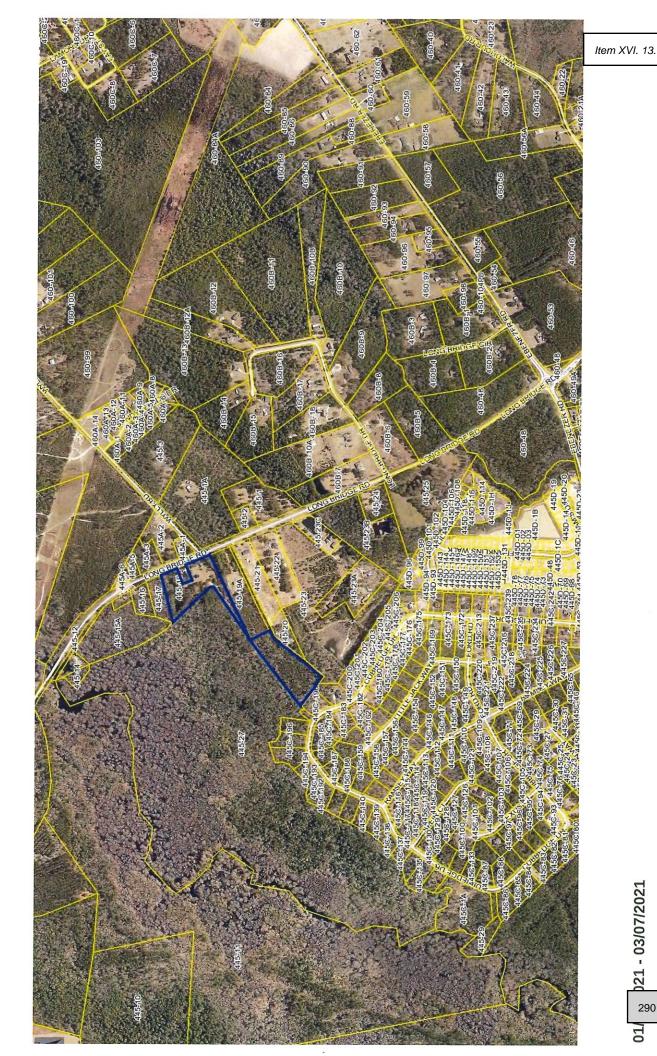
Joned Silvers & Kathi Masser TBD Long Bridge Road Rincon CA 31326

Parcel Offersong

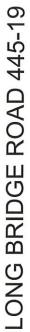


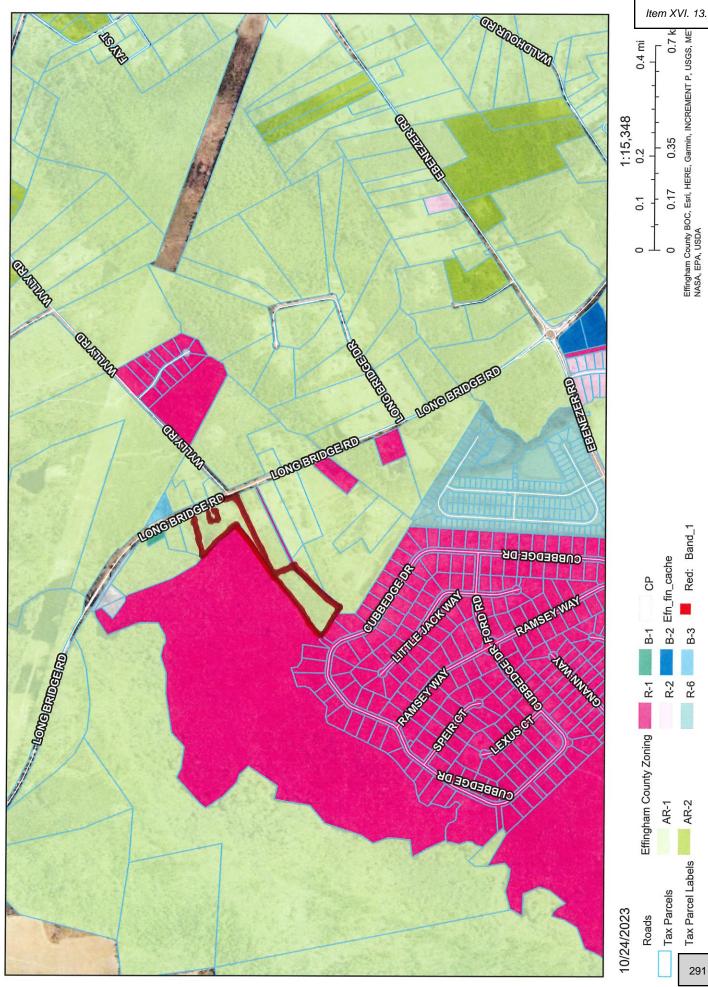
Item XVI. 13.





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9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____

DISAPPROVAL_____

Of the rezoning request by applicant **Kathi Messer** – (**Map # 445 Parcel # 19**) from <u>**AR-1**</u> to <u>**B-1**</u> zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

Subject:2nd Reading – Zoning Map AmendmentAuthor:Chelsie Fernald, Senior PlannerDepartment:Development ServicesMeeting Date:January 16, 2023Item Description:Kathi Messer requests to rezone 1.01 acres from AR-1 to B-1 to allow for a small pizzarestaurant. Located on Long Bridge Road. Map# 445 Parcel# 19 in the Fifth District.

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request to **rezone** 1.01 acres from **AR-1** to **B-1** to allow for a small pizza restaurant.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is proposing a small pizza restaurant which is a The proposed development has approximately 175' of road frontage on Long Bridge Road which is a County maintained road.
- The applicant is proposing a pizza restaurant with customer parking. The required buffer between residentially zoned parcels and a commercial parcel is 30 feet, the applicant is proposing approximately 72 feet.
- The closest commercially zoned parcel is approximately 300 feet to this location.
- B-1 zoning is the least intense commercial zoning, that is designed for small scale retail and service businesses that cater to the surrounding residential neighborhoods.
- Permitted uses within B-1 Neighborhood Commercial District are:
 - Personal and professional services (including clinics and studios).
 - Cafes, and restaurants.
 - Private clubs, lodges, community centers.
 - Dry cleaning outlets.
 - Convenience stores (retail) without gas pumps.
 - Child care centers.
 - Libraries.
 - Mixed-use residential
 - Site-built single-family detached buildings.
 - Government-owned utilities.
 - Bed and breakfast lodging facility.
- At the December 12, 2023 Planning Board meeting, Mr. Peter Higgins made a motion for denial. The motion died.
- Afterwards, Mr. Ryan Thompson made a motion for approval with Staff recommendations and the following additional conditions:
 - A Sketch Plan will be required.
 - All buffers to residential parcels must be 50 feet and include a privacy fence no closer than 5 feet to the property line and cannot exceed 7 feet in height.
 - The only use that will be allowed with this B-1 district is cafes, and restaurants; all other allowed B-1
 uses will be prohibited.
- Mr. Brad Smith second the motion. The motion carried 4-1 with Mr. Peter Higgins opposing.

Alternatives

- 1. Approve the request to rezone 1.01 acres from AR-1 to B-1 to allow for a small pizza resta the following conditions:
 - A subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
 - The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax -Certificate (business license).
 - A Sketch Plan is required. -
 - All buffers to residential parcels must be 50 feet and include a privacy fence no closer than 5 feet to the property line and cannot exceed 7 feet in height.
 - The only use that will be allowed with this B-1 district is cafes, and restaurants; all other allowed -B-1 uses will be prohibited.
- 2. Deny the request for to rezone 1.01 acres from AR-1 to B-1 to allow for a small pizza restaurant.

Recommended Alternative: 1		Other Alternatives: 2
Department Review Attachments:	Development Services 1. Zoning Map Amendment	FUNDING: N/A

STATE OF GEORGIA EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 445-19

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 445-19

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

authority thereof:

WHEREAS, KATHI MESSER has filed an application to rezone one and one hundredths (1.01) +/- acres; from AR-1 to B-1

to allow for a new home site; map and parcel number 445-19, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on January 16, 2024 and notice of said hearing having been published in the

Effingham County Herald on December 13, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been

published in the Effingham County Herald on November 22, 2023; and

IT IS HEREBY ORDAINED THAT one and one hundredths (1.01) +/- acres; map and parcel number 445-19, located in the

5th commissioner district is rezoned from AR-1 to B-1, with the following conditions:

- 1. A subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- 2. The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).
- 3. A Sketch Plan is required.
- 4. All buffers to residential parcels must be 50 feet and include a privacy fence no closer than 5 feet to the property line and cannot exceed 7 feet in height.
- 5. The only use that will be allowed with this B-1 district is cafes, and restaurants; all other allowed B-1 uses will be prohibited.

This ______ day of ______, 20_____

BOARD OF COMMISSIONERS EFFINGHAM COUNTY, GEORGIA

BY:

WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON COUNTY CLERK Subject: Rezoning (Second District) Author: Chelsie Fernald, Senior Planner Department: **Development Services** January 16, 2023 Meeting Date: Item Description: Kimberly Lopez requests to rezone 2.21 acres from AR-1 to AR-2 to allow for a subdivision to create a new home site. Located at 156 Tish Way. Map# 434 Parcel# 20 in the Second District.

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend approval of the request to rezone 2.21 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- This parcel is currently a non-conforming AR-1 parcel, rezoning to AR-2 will bring it into zoning conformity. •
- The applicant would like to subdivide the 2.21 acres to allow for a new home site. •
- This parcel accesses Tish Way, which is a County maintained road. •
- Each home will be on private well and septic. •
- At the December 12, 2023 Planning Board meeting, Mr. Alan Zipperer made motion for approval with Staff • recommendations. Mr. Peter Higgins second the motion and it carried unanimously.

Alternatives

- 1. Approve the request to rezone 2.21 acres from AR-1 to AR-2 to allow for a subdivision to create a new home site with the following conditions:
 - A subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- 2. Deny the request for to rezone 2.21 acres from AR-1 to AR-2 to allow for a subdivision to create a new home site.

Recommended Alternative: 1

Department Review: Development Services

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

Other Alternatives: 2

FUNDING: N/A

Item XVI. 15.

Effingham County of Effingham, GA

RZN-23-5 Rezoning Application Status: Active Submitted On: 11/9/2023

Primary Location 156 Tish Way Rincon, GA 31326 Owner LOPEZ CESAR LUIS AND KIMBERLY DAWN 463 POOLER PKWY STE 166 POOLER, GA 31322 Applicant

- 🙎 Kimberly Lopez
- 1912-484-7365
- @ klopez102@gmail.com

Item XVI. 15.

11/9/20

267 moss loop
 Rincon, GA 31326

Staff Review

Planning Board Meeting Date*

-

Planning Board Ads *

-

Board of Commissioner Ads*

-

Staff Description*

-

Public Notification Letters Mailed*

Board of Commissioner Meeting Date*

Commissioner District*

_

ZMA Conditions

Request Approved or Denied*

297

Applicant Information

Who is applying for the rezoning request?*	Applicant / Agent Name*		
Property Owner	Kimberly Lopez		
Applicant Email Address*	Applicant Phone Number*		
Klopez102@gmail.com	9124847365		
Applicant Mailing Address*	Applicant City*		
Klopez102@gmail.com	Rincon		
Applicant State*	Applicant Zip Code*		
GA	31326		
Rezoning Information			
Present Zoning of Property*	Proposed Zoning of Property*		
AR-1 (Agricultural Residential 5 or More	AR-2 (Agricultural Residential Less than		
Acres)	5 Acres)		
Proposed Road Access*	Total Acres *		
Current	2.211		

Acres to be Rezoned*

2.211

Lot Characteristics *

Residential

Water Connection *	Sewer Connection
Private Well	Private Septic System

Justification for Rezoning Amendment *

Subdivision of parcel to create another home site

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

North*	South*
1	AR-1
East*	West*
AR-1	AR-1

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

One current manufactured home and one current single family home

Does the property you wish to rezone have a reasonable economic use as it is currently zoned?* Yes as rental but cannot sell because lenders will not lend on home and manuf home

Describe the use that you propose to make of the land after rezoning.* Each home as its own parcel with well and septic on site

Describe the uses of the other property in the vicinity of the property you wish to rezone?* Both ar-2 and ar1 Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?*

Most parcels have one family per parcel and this will remove the multi family aspect

Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?*

No

Digital Signature*

KIMBERLY D LOPEZ Nov 9, 2023

Attachments



Site Plan

image.jpg Uploaded by Kimberly Lopez on Nov 9, 2023 at 8:30 AM



image.jpg

image.jpg Uploaded by Kimberly Lopez on Nov 9, 2023 at 8:28 AM



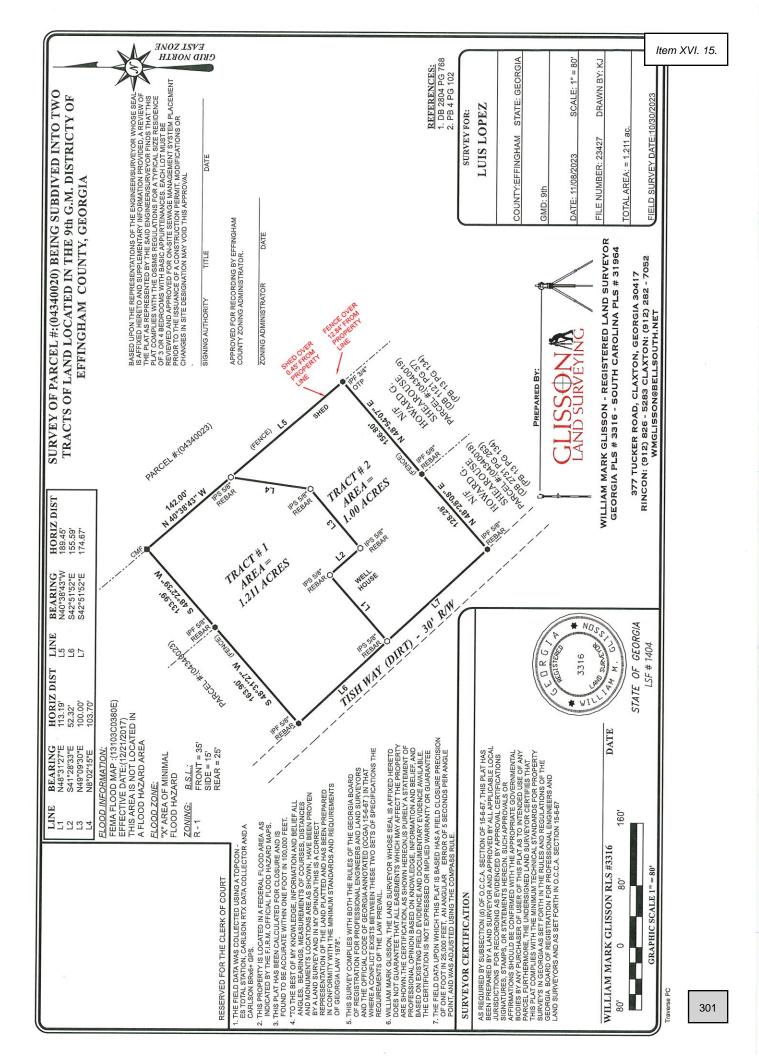
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image.jpg Uploaded by Kimberly Lopez on Nov 9, 2023 at 8:30 AM

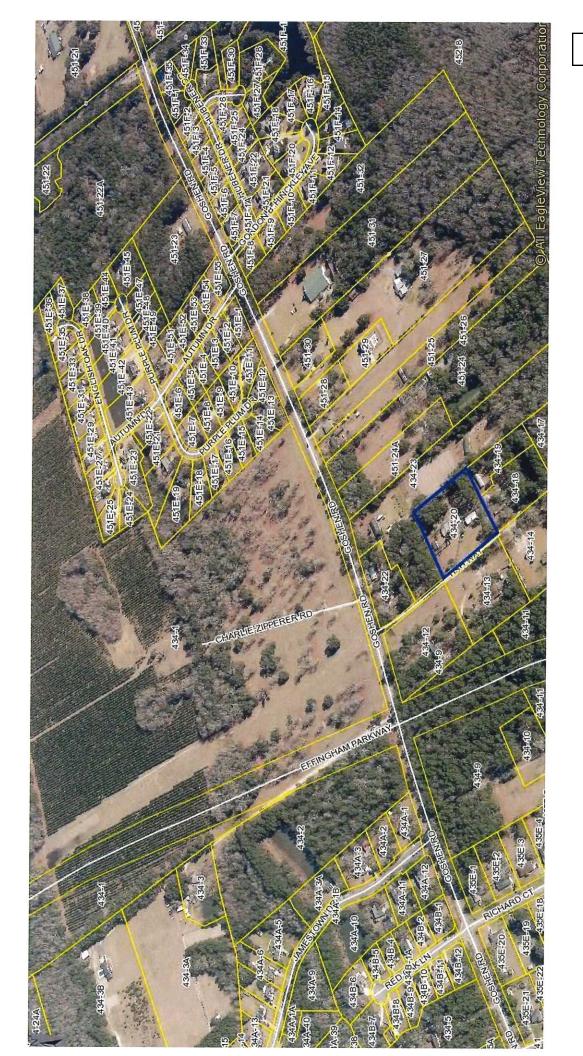


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image.jpg Uploaded by Kimberly Lopez on Nov 9, 2023 at 8:30 AM

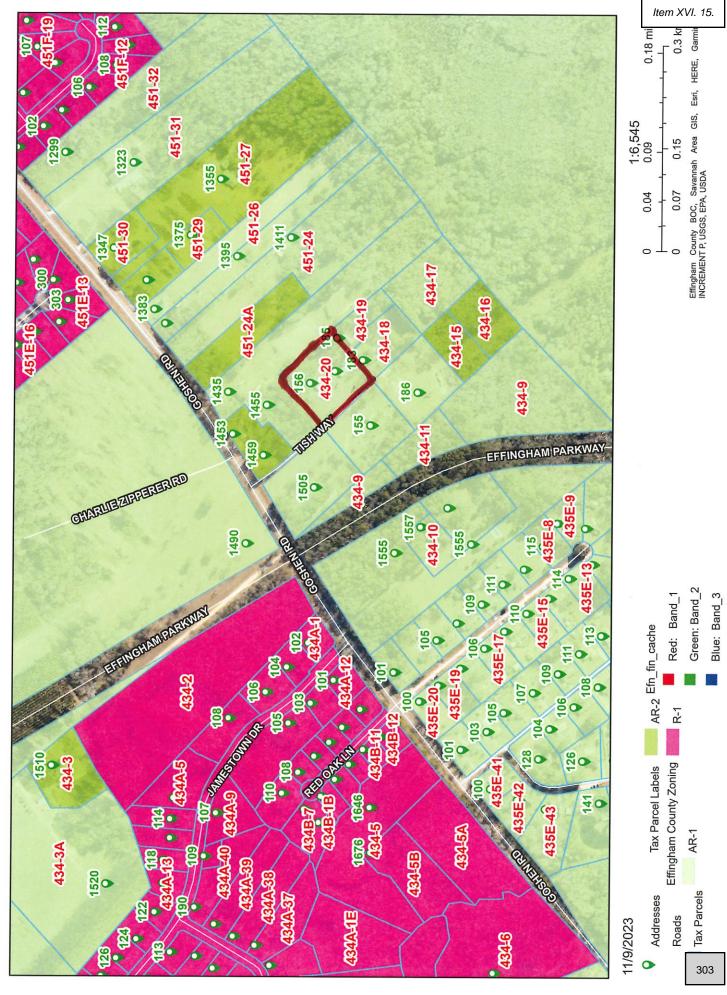






Item XVI. 15.

302



156 TISH WAY 434-20

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 **Kimberly Lopez – (Map # 434 Parcel # 20)** from <u>AR-1</u> to <u>AR-2</u> zoning

No? 1. Is this proposal inconsistent with the county's master plan? Yes No? 2. Could the proposed zoning allow use that overload either Yes existing or proposed public facilities such as street, utilities or schools? No? 3. Could traffic created by the proposed use, or other uses Yes permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards? 4. Does the property which is proposed to be rezoned have a No? have a reasonable economic use under existing zoning? 5. Does the proposed change constitute "spot zoning" which Yes would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property? No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property? . Are nearby residents opposed to the proposed zoning change? 8. Do other conditions affect the property so as to support a Yes No decision against the proposal?

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:

Yes

Yes

Yes

Yes

Yes

Yes

No?

No

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant Kimberly Lopez – (Map # 434 Parcel # 20) from <u>AR-1</u> to <u>AR-2</u> zoning

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

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

- No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
 - No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
 - 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
 - 7. Are nearby residents opposed to the proposed zoning change?
- No ?/ 8. Do other conditions affect the property so as to support a decision against the proposal?

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 **Kimberly Lopez** – (Map # 434 Parcel # 20) from <u>AR-1</u> to <u>AR-2</u> zoning

- Yes (No)? 1. Is this proposal inconsistent with the county's master plan?
- Yes (Nd) 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 (1)? 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. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes Noi? 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?

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:

APPROVADS

DISAPPROVAL

Of the rezoning request by applicant **Kimberly Lopez** – (Map # 434 Parcel # 20) from <u>AR-1</u> to <u>AR-2</u> zoning

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

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 **Kimberly Lopez** – (Map # 434 Parcel # 20) from <u>AR-1</u> to <u>AR-2</u> zoning

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
 - s No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
 - No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
 - No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
 - No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting - December 12, 2023

Yes

Yes

Subject:2nd Reading – Zoning Map AmendmentAuthor:Chelsie Fernald, Senior PlannerDepartment:Development ServicesMeeting Date:January 16, 2023Item Description:Kimberly Lopez requests to rezone 2.21 acres from AR-1 to AR-2 to allow for asubdivision to create a new home site. Located at 156 Tish Way. Map# 434 Parcel# 20 in the Second District.

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request to **rezone** 2.21 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- This parcel is currently a non-conforming AR-1 parcel, rezoning to AR-2 will bring it into zoning conformity.
- The applicant would like to subdivide the 2.21 acres to allow for a new home site.
- This parcel accesses Tish Way, which is a County maintained road.
- Each home will be on private well and septic.
- At the December 12, 2023 Planning Board meeting, Mr. Alan Zipperer made motion for approval with Staff recommendations. Mr. Peter Higgins second the motion and it carried unanimously.

Alternatives

- 1. Approve the request to rezone 2.21 acres from AR-1 to AR-2 to allow for a subdivision to create a new home site with the following conditions:
 - A subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- 2. Deny the request for to **rezone** 2.21 acres from **AR-1** to **AR-2** to allow for a subdivision to create a new home site.

Recommended Alternative: 1Other Alternatives: 2Department Review: Development ServicesFUNDING: N/A

Attachments: 1. Zoning Map Amendment

Item XVI. 16.

STATE OF GEORGIA EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 434-20 AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 434-20

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, KIMBERLY LOPEZ has filed an application to rezone two and twenty-one thousandths (2.21) +/- acres; from

AR-1 to AR-2 to allow for a subdivision to create another home site; map and parcel number 434-20, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on January 16, 2024 and notice of said hearing having been published in the

Effingham County Herald on December 13, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been

published in the Effingham County Herald on November 22, 2023; and

IT IS HEREBY ORDAINED THAT two and twenty-one thousandths (2.21) +/- acres; map and parcel number 434-20,

located in the 2nd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. A subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

This ______ day of ______, 20_____

BOARD OF COMMISSIONERS EFFINGHAM COUNTY, GEORGIA

BY:

WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON COUNTY CLERK Subject:Rezoning (Second District)Author:Chelsie Fernald, Senior PlannerDepartment:Development ServicesMeeting Date:January 16, 2024Item Description:Michael Redmond as agent for Wynell Redmond requests to rezone +/- 1.01 of 8.83acres from AR-1 to AR-2 to allow for the subdivision for a new home site. Located at 515 Goshen Road. [Map#466 Parcel# 1]

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 1.01 of 8.83 acres from **AR-1** to **AR-2** to allow for the subdivision for a new home site.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- This parcel is currently 8.83 acres with one dwelling one it. The applicant would like to subdivide 1.01 acres to create a new home site.
- The surrounding parcels are zoned residential.
- Per Effingham County Code of Ordinances, *Appendix C Zoning Ordinance, Article V Uses Permitted in Districts, Section 5.2 AR-2 Agricultural Residential Districts:*

Permitted uses:

- a. Class A single-family detached dwellings and their customary uses on the basis of one dwelling for each 43,560 square feet of land under the same ownership and 100 feet of frontage on a public street.
- b. All uses permitted in section 5.1 except uses specified in subsections 5.1.1.2, 5.1.1.3, 5.1.1.6, 5.1.2.11, and 5.1.2.12.
- c. Government-owned utilities, except publicly-owned treatment plants permitted by the State of Georgia and water storage facilities in excess of 1,000,000 gallon capacity, provided that wells, pump stations, meter stations, and water storage facilities must be enclosed by a painted or chain-link fence or wall at least six feet in height above finished grade and provided there is neither office nor commercial operation nor storage of vehicles or equipment on the premises.
- This rezoning is consistent with the Future Land Use Map for this area as well. This parcel is projected to be an agricultural/residential area.

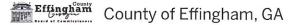
Alternatives

- 1. Approve the request to rezone +/- 1.01 of 8.83 acres from AR-1 to AR-2 to allow for the subdivision for a new home site.
- 2. Deny the request to rezone +/- 1.01 of 8.83 acres from AR-1 to AR-2 to allow for the subdivision for a new home site.

Recommended Alternative: 1

Other Alternatives: 2

Department Review:	D	evelopment Services	FUNDI	NC	3: N/A		
Attachments:	1.	Rezoning application and checklis	st	3.	Plat	5.	Deed
	2.	Ownership certificate/authorization		4.	Aerial photograph		



RZN-23-9 Rezoning Application Status: Active Submitted On: 11/30/2023

Primary Location 515 Goshen Road Rincon, GA 31326 Owner REDMOND WYNELL R 515 GOSHEN RD RINCON, GA 31326 Applicant

- Aichael C Redmond
- 2 912-344-8599
- mcredmond88@gmail.com

Item XVI. 17.

12/1/20

172 Lakepointe Dr Savannah, GA 31407

Staff Review

Planning Board Meeting Date*
 Public Notification Letters Mailed*
 Planning Board Ads *
 Board of Commissioner Meeting Date*
 Board of Commissioner Ads*
 Commissioner District*
 Staff Description*
 ZMA Conditions

Request Approved or Denied*

_

Applicant Information

Who is applying for the rezoning request?*

Property Owner

Applicant / Agent Name* Michael/Mary Redmond

312

Applicant Email Address*	Applicant Phone Number*		
mcredmond88@gmail.com	9123448599		
Applicant Mailing Address*	Applicant City*		
172 Lakepointe Dr	Savannah		
Applicant State*	Applicant Zip Code*		
GA	31407		

Rezoning Information

Present Zoning of Property*	Proposed Zoning of Property*			
AR-1 (Agricultural Residential 5 or More Acres)	AR-2 (Agricultural Residential Less than 5 Acres)			
Proposed Road Access*	Total Acres *			
Goshen Road	8.83			
Acres to be Rezoned*				
1.1				
Lot Characteristics *				
Cleared lot				
Water Connection *	Sewer Connection			
Private Well	Private Septic System			

Justification for Rezoning Amendment *

Division of one parcel to place home on 2nd parcel

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

North*	South*
0	0
East*	West*
0	0

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

Open field

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

NO

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

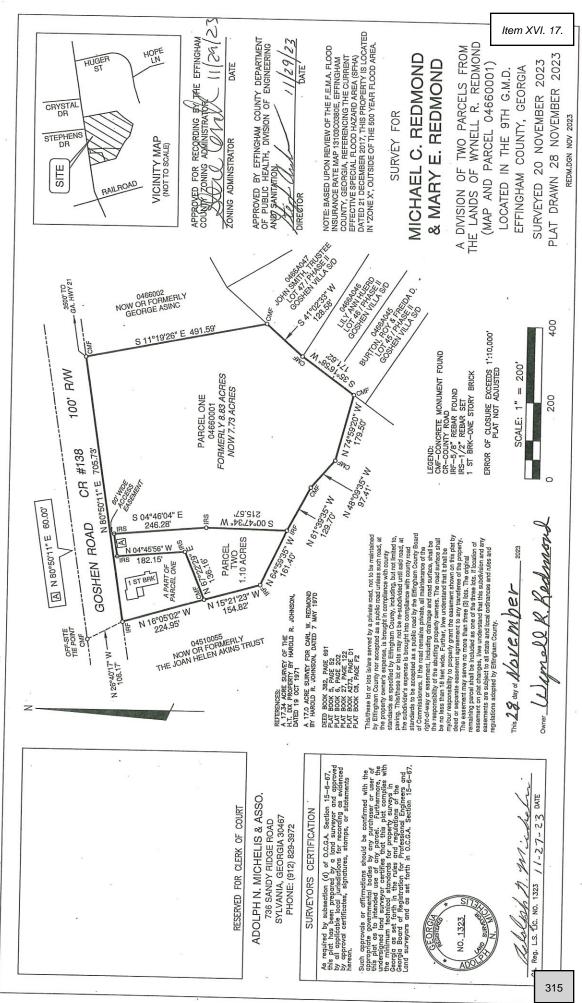
Residence

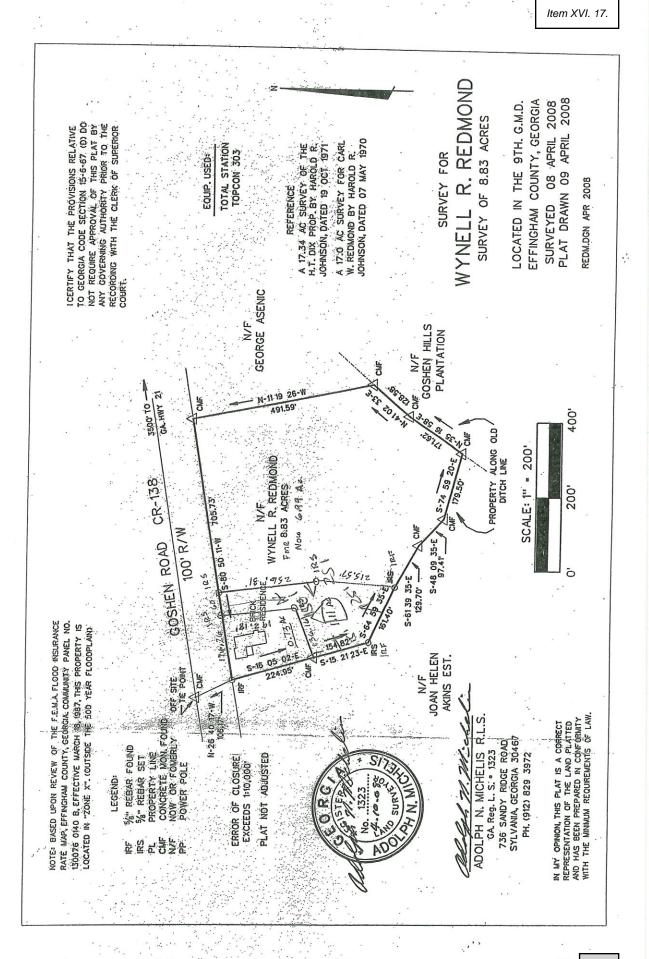
Describe the uses of the other property in the vicinity of the property you wish to rezone?*

residence and open fiels

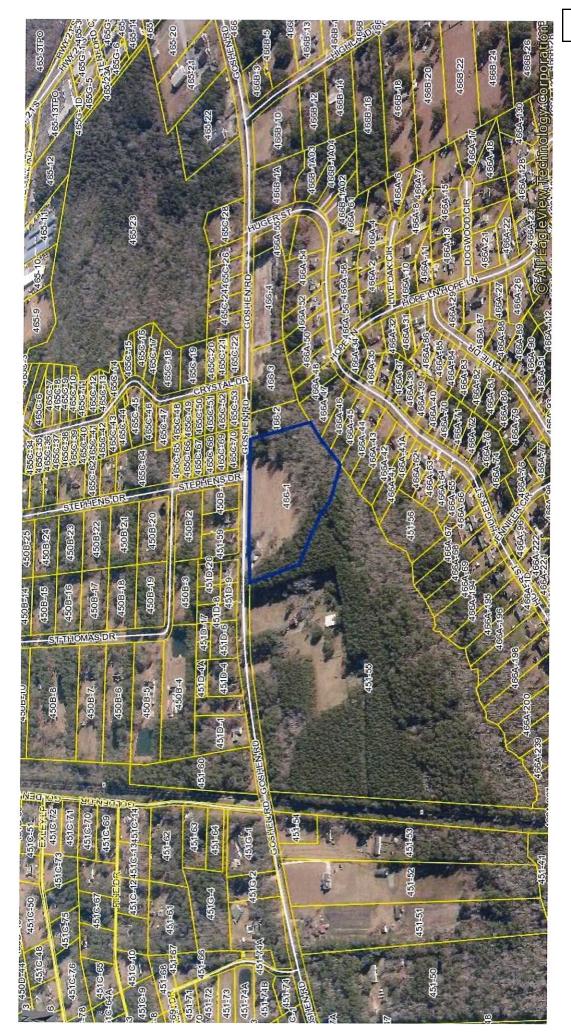
Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?*

residence



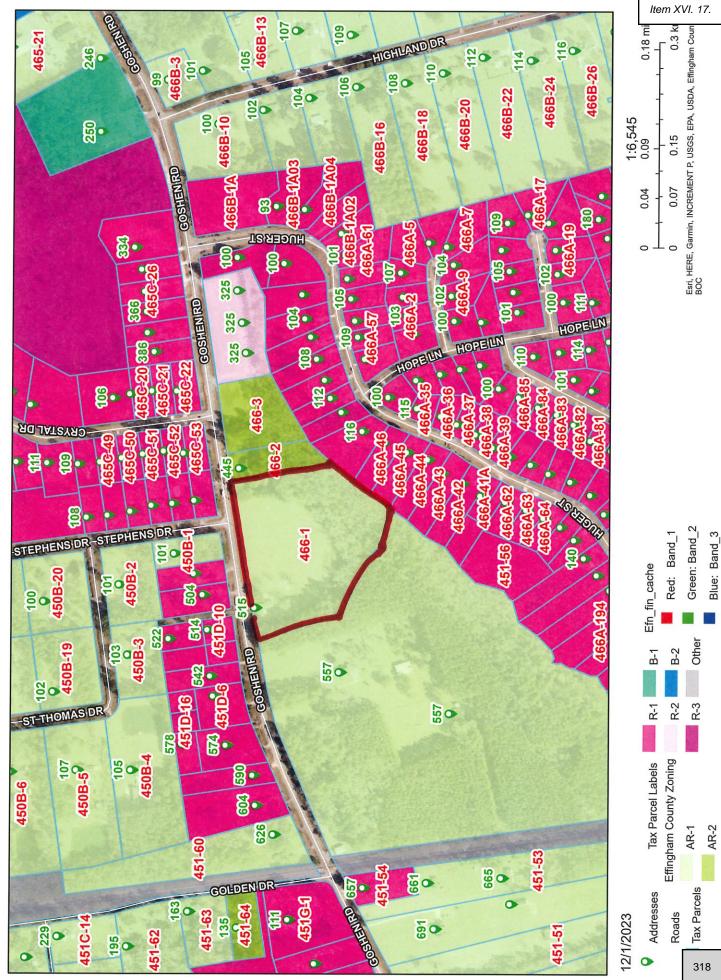


515 GOSHEN ROAD 466-1



Item XVI. 17.

317 317



515 GOSHEN ROAD 466-1

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 1.01 of 8.83 acres from **AR-1** to **AR-2** to allow for the subdivision for a new home site.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- This parcel is currently 8.83 acres with one dwelling one it. The applicant would like to subdivide 1.01 acres to create a new home site.
- The surrounding parcels are zoned residential.
- Per Effingham County Code of Ordinances, *Appendix C Zoning Ordinance, Article V Uses Permitted in Districts, Section 5.2 AR-2 Agricultural Residential Districts:*

Permitted uses:

- a. Class A single-family detached dwellings and their customary uses on the basis of one dwelling for each 43,560 square feet of land under the same ownership and 100 feet of frontage on a public street.
- b. All uses permitted in section 5.1 except uses specified in subsections 5.1.1.2, 5.1.1.3, 5.1.1.6, 5.1.2.11, and 5.1.2.12.
- c. Government-owned utilities, except publicly-owned treatment plants permitted by the State of Georgia and water storage facilities in excess of 1,000,000 gallon capacity, provided that wells, pump stations, meter stations, and water storage facilities must be enclosed by a painted or chain-link fence or wall at least six feet in height above finished grade and provided there is neither office nor commercial operation nor storage of vehicles or equipment on the premises.
- This rezoning is consistent with the Future Land Use Map for this area as well. This parcel is projected to be an agricultural/residential area.

Alternatives

- 1. Approve the request to rezone +/- 1.01 of 8.83 acres from AR-1 to AR-2 to allow for the subdivision for a new home site.
- 2. Deny the request to rezone +/- 1.01 of 8.83 acres from AR-1 to AR-2 to allow for the subdivision for a new home site.

Recommended Alternative: 1Other Alternatives: 2Department Review: Development ServicesFUNDING: N/AAttachments:1. Zoning Map Amendment

Item XVI. 18.

STATE OF GEORGIA EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 466-1 AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 466-1

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS MICHAEL REDMOND AS AGENT FOR WYNELL REDMOND has filed an application to rezone one and

one hundredth (1.1) +/- acres; from AR-1 to AR-2 to allow for a subdivision for a new home site; map and parcel number 466-1,

located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on January 16, 2024 and notice of said hearing having been published in the

Effingham County Herald on December 13, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been

published in the Effingham County Herald on December 20, 2023; and

IT IS HEREBY ORDAINED THAT one and one hundredth (1.1) +/- acres; map and parcel number 466-1, located in the 2^{nd t}

commissioner district is rezoned from AR-1 to AR-2 to allow for a subdivision for a new home site.

This ______ day of ______, 20_____

BOARD OF COMMISSIONERS EFFINGHAM COUNTY, GEORGIA

BY:

WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON COUNTY CLERK

Sketch Plan

Staff Report

Subject:Sketch Plan (Fifth District)Author:Samantha Easton, Planner IIDepartment:Development ServicesMeeting Date:January 16, 2024Item Description:Oleg Mitnik request approval of a sketch plan for "Dickey Tract Hwy 21."Located on Highway 21, zoned I-1. [Map# 465 Parcel# 1]

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for "Dickey Tract Hwy 21".

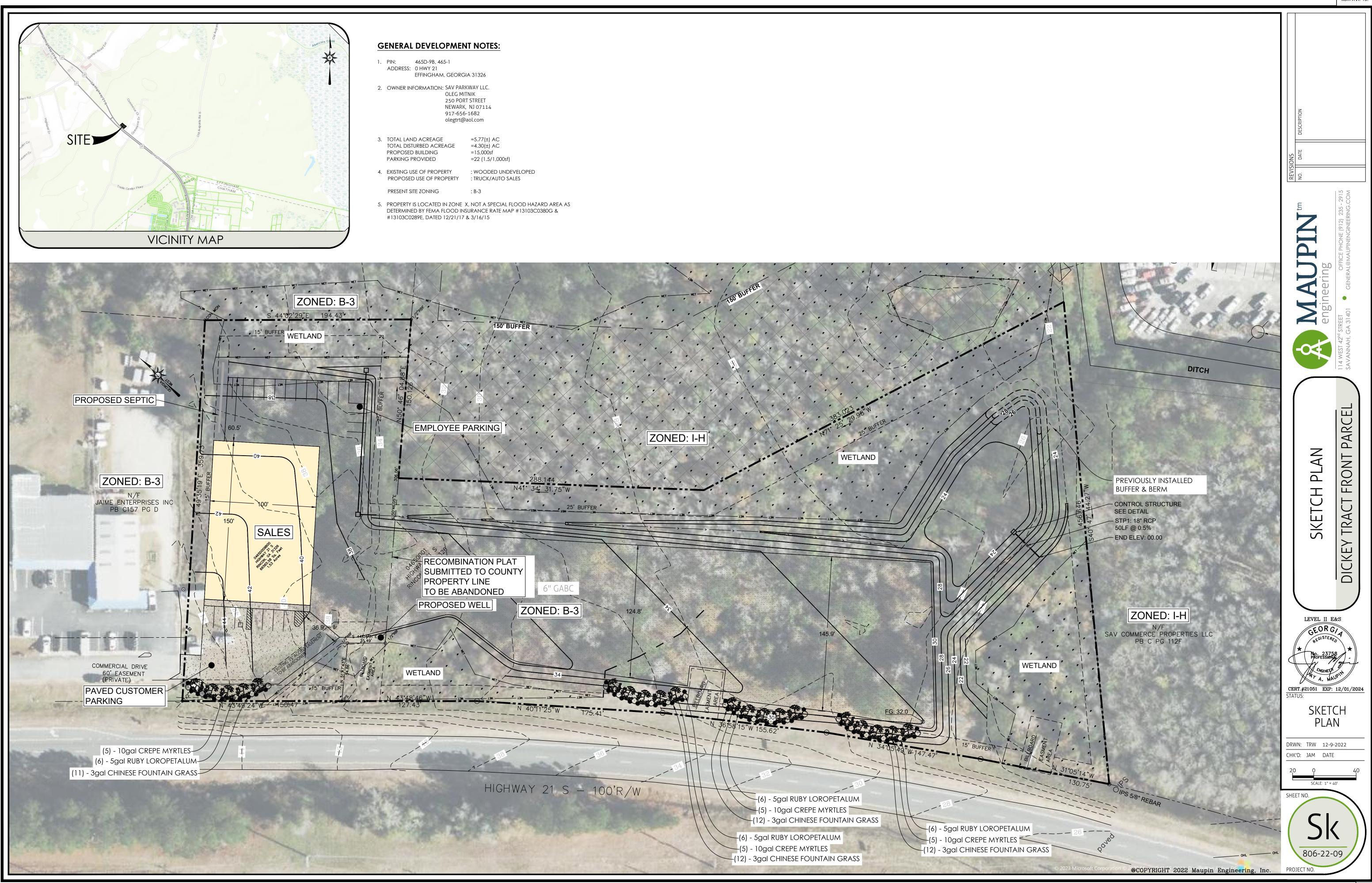
Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Section 5.1 Sketch Plan. The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- The parcel is in the process of being recombined, which was a condition of the Rezoning.
- The applicant has submitted for a variance of the required buffers. 15ft on the B-3 sides, and Hwy 21 property lines. 25ft buffers on the I-1 to the north and the east.
- Access will be from Commercial Drive.
- Applicant is proposing a well and septic for this mobile office. They must receive the appropriate permitting for both.
- Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Design Manual and Chapter 34 – Flood Damage Prevention.
- Planning Board recommended approval with staff recommendations at the December 12, 2023, Planning Board Meeting.

Alternatives

- 1. Approve the sketch plan for "Dickey Tract Hwy 21" with the following conditions:
 - a. The Parcels are recombined.
 - b. The Variance is approved.
 - c. Buffers must be marked by a member of the Development Services Staff and replanted if applicable.
- 2. Deny the sketch plan for "Dickey Tract Hwy 21."

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

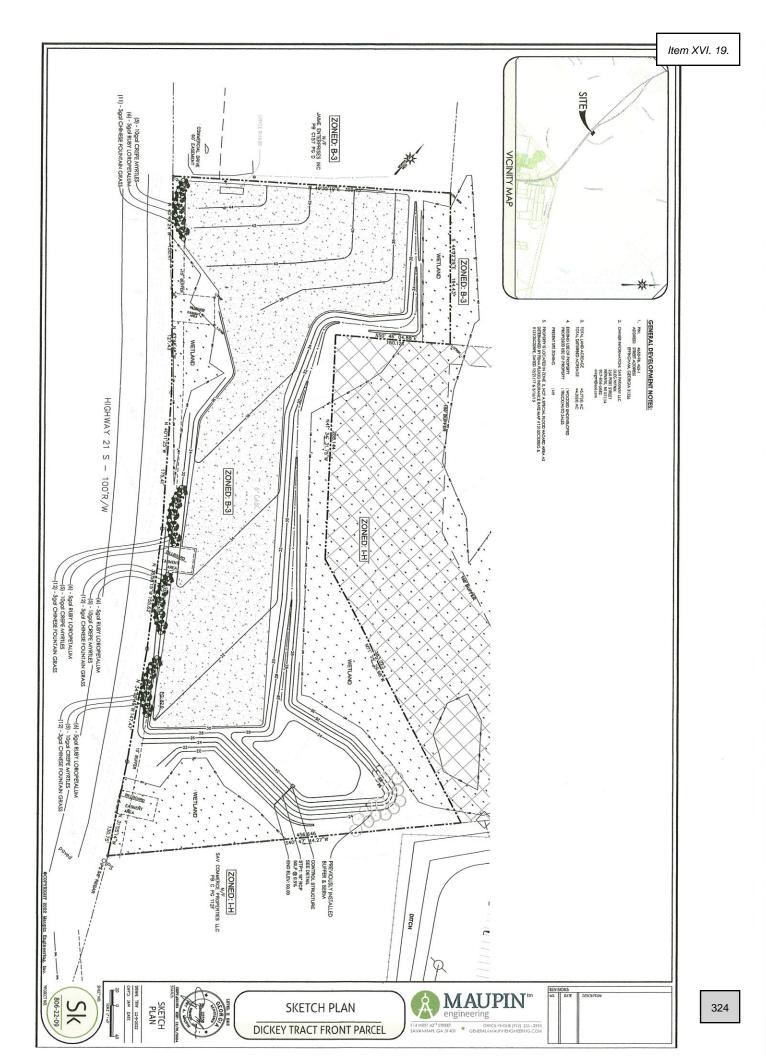


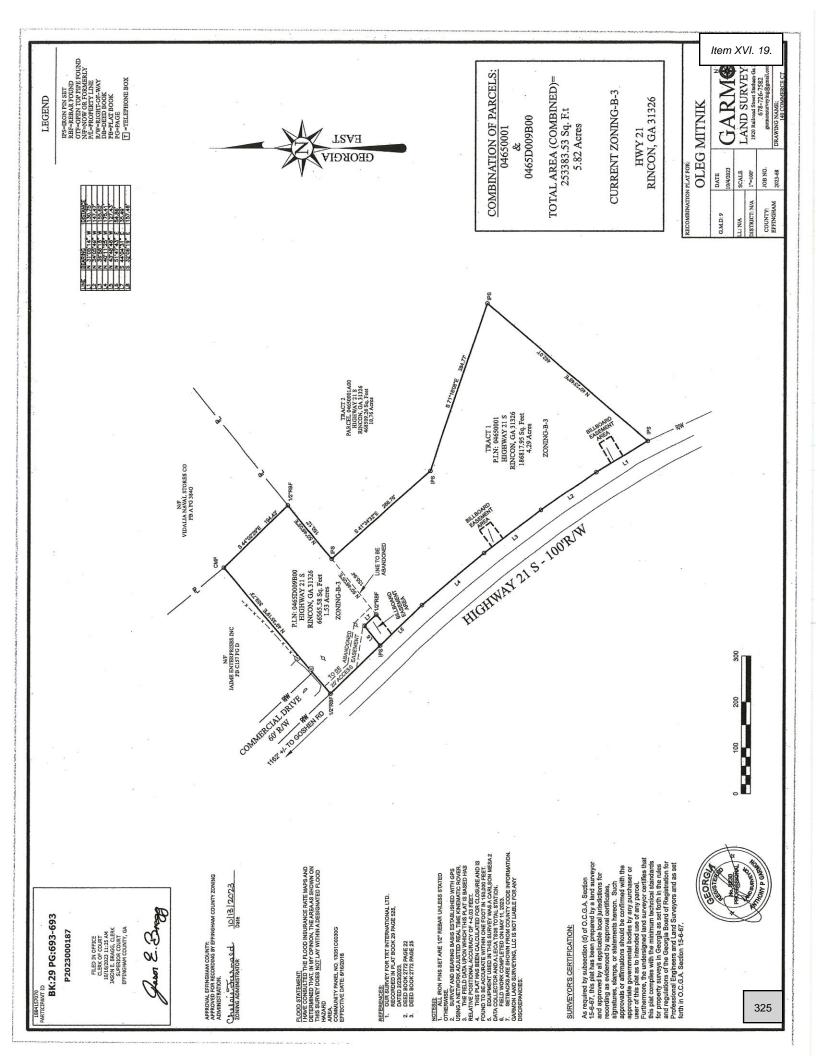
EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY				
Date Received:	Project Number:	Classification:		
Date Reviewed:	Reviewed b	y:		
Proposed Name of Subdivision	lickey Tract HWY 21 - Front Pa	rcel		
Name of Applicant/Agent Oleg Mi	tnik	Phone 973-344-7100 x 203		
Company Name SAV Par	kway LLC			
Address 250 Port Street Ne	wark, NJ 07114			
Owner of Record Oleg Mitnik SAV Parkway, LLC Phone 973-344-7100 x 203				
Address 250 Port Street Ne	wark, NJ 07114			
Engineer Jay Maupin-Maupin Engineering Phone 912-235-2915				
Address 114 W 42nd Street Savannah, GA 31401				
Surveyor		Phone		
Address				
Proposed water Effingham Co Proposed sewer Effingham Co				
Total acreage of property <u>10,7</u> Acreage to be divided <u>ν/A</u> Number of Lots Proposed <u>ν/A</u>				
Current Zoning i-H Proposed Zoning Tax map – Block – Parcel No 465-1001 -				
Are any variances requested?If so, please describe:				

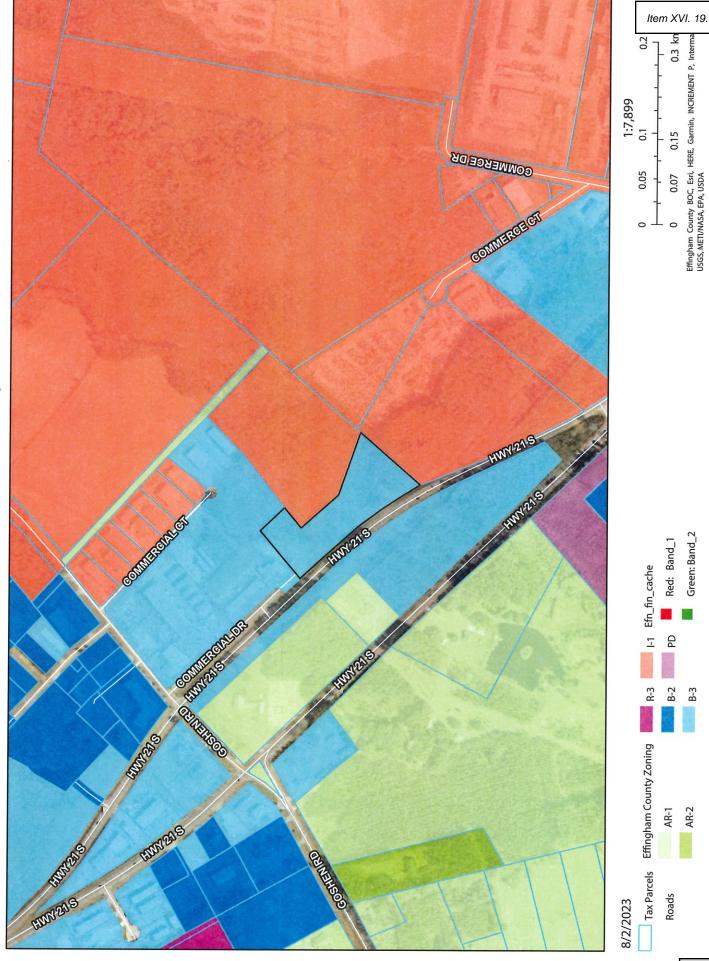
The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

21 day of Warch 2023 This Applicant Malle OLEGMITNIC A THE PU 11111111111 McField 111111111111 Page 1 of 3 4/11/2006









Staff Report

Subject:Sketch Plan (First District)Author:Sammy Easton, Planner IIDepartment:Development ServicesMeeting Date:January 16, 2024Item Description:Brandon Long as agent for Braly Investment Properties, request approval of asketch plan for "Waste Doctors, LLC". Located at 817 Hwy 80, zoned B-3. [Map# 302 Parcel# 102]

Summary Recommendation

Staff has reviewed the application and recommends approval of a sketch plan for "Waste Doctors, LLC".

Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Section 5.1 Sketch Plan.
 - The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- At the July 18, 2023, Board of Commissioners Meeting, this 6.08-acre property was rezoned from R-1 to B-3 for business development.
- The applicant will use the current home on the site as an office and add fleet parking in the rear of the property.
- Access to this parcel will be a GDOT-grade driveway onto Hwy 80. The original access to Dogwood has been blocked off.
- The applicant has already spoken with GDOT to begin their permit process.
- The buffer will be 10' along Highway 80 and 30' along the three other property lines, per Effingham County Code of Ordinance, **3.4.2 Adjacent public street buffers**:

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

Where parcels abut a street without access to that street, the buffer on that side of the parcel shall equal the required buffer for the use on the other side of the street.

- On November 28, 2023, a Stop Work Order was issued for this property. A Conditional Removal of the Stop Work Order was issued on December 1, 2023, allowing the office staff to continue working at this location. The Stop Work Order will be removed entirely once the Business License, Land Disturbing Activity Permit, and Development Permit have been issued. On December 4, 2023, Effingham County Development Services removed the Stop Work Order.
- Planning Board recommended approval with staff recommendations during the December 12, 2023, meeting.

Alternatives

- 1. Approve the sketch plan for "Waste Doctors, LLC".
- 2. Deny the sketch plan for "Waste Doctors, LLC".

Recommended Alternative: 1Department Review: Development ServicesAttachments:1. Sketch Plan Application2. Sketch Plan

Other Alternatives: 2 FUNDING: N/A 3. Aerial Photograph

Item XVI. 20.

Effingham County of Effingham, GA

SKPN-23-3 Sketch Plan Submittal Status: Active Submitted On: 11/30/2023 Primary Location 817 United States Highway 80 Eden, GA 31307

Owner BRALY INVESTMENT PROPERTIES LLC PO BOX 1655 SPRINGFIELD, GA 31329 Applicant

💄 Brandon long

912-655-6724

blong@wastedoctorsusa.com

817 us hwy 80
 eden, ga 31312

Engineering Reviews

🔒 1. Comments

Applicant Information

Applicant / Agent Name*

Brandon Long

Applicant Email Address*

blong@wastedoctorsusa.com

Applicant City* springfield Applicant Phone Number* 9126556724

Applicant Address*

103 wilson circle

Applicant State*

ga

Applicant Zip Code* 31329

330

Owner Information

Owner of Record*	Owner Phone Number*
Braly investments	912-655-6724
Owner Address*	Owner City*
103 Wilson Circle	Springfield
Owner State*	Owner Zip Code*
ga	31329
Engineer Information	
Engineer *	Engineer Phone Number*
travis bazemore emc	9126562188
Engineer Address*	Engineer City*
27 chatham center dr south	savannah
Engineer State*	Engineer Zip Code*
ga	31405

Surveyor Information

Surveyor*

Surveyor Phone Number*

emc

same

Surveyor Address*	Surveyor City*
same	same
Surveyor State*	Surveyor Zip Code*
same	same

Project Information

Proposed Name of Project*	Map Number*
Waste Doctors, LLC Office	302
Parcel Number*	Total Acreage of Property*
102	6.08
Number of Lots Proposed*	Current Property Zoning*
0	B-3
Proposed Water*	Proposed Sewer*
well	septic
Are any variances requested?*	If so, please described*
no	n/a

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

Applicant*	Owner*
Brandon Long Nov 30, 2023	Srandon Long Nov 30, 2023

Attachments

Sketch Plan net/vpc3-Bless/defileghenStretchtygen/Bdfandon_Long_f?sv=202440a04&by=B202094120ng on Nov 30, 2023 at 9:25 AM

3c4qvyLc18uEdaxsllkkg5QK3HLZHv2ytl%2FZgU%3D) Sketch Plan Checklist - Must be Notarized 'vpc3-'uploaded by Brandon long on Nov 30, 2023 at 10:17 AM '3_at_10-17-21.jpg?sv=2021-10-04&st=2023-12-

REQUIRED

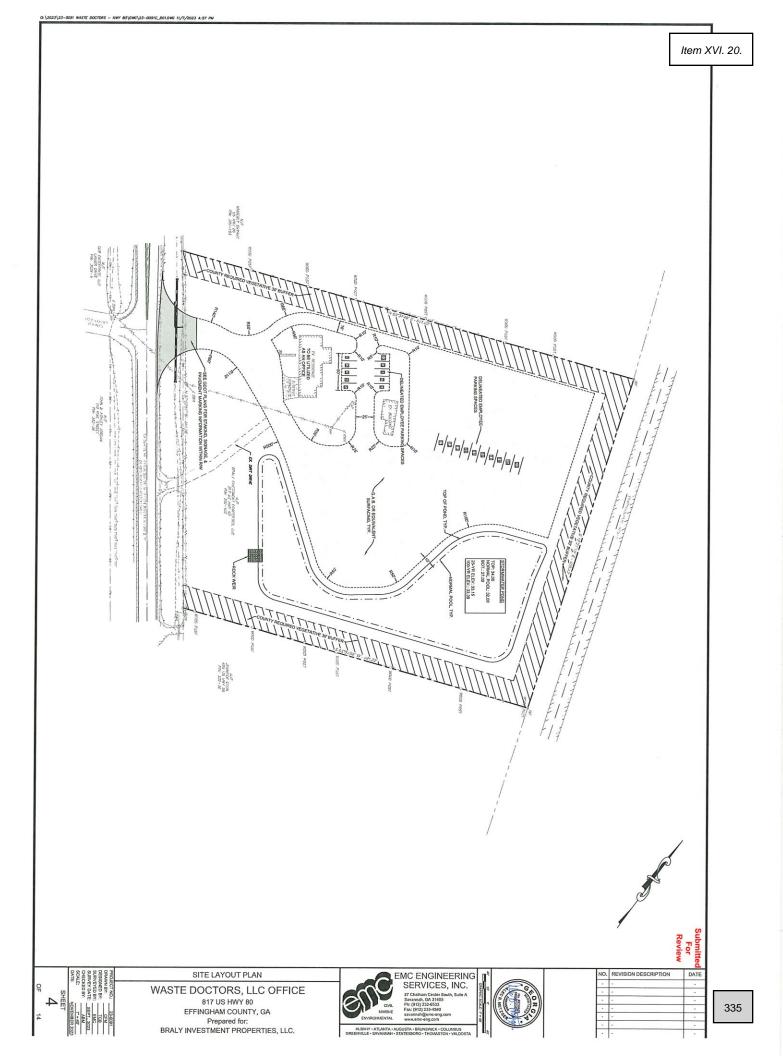
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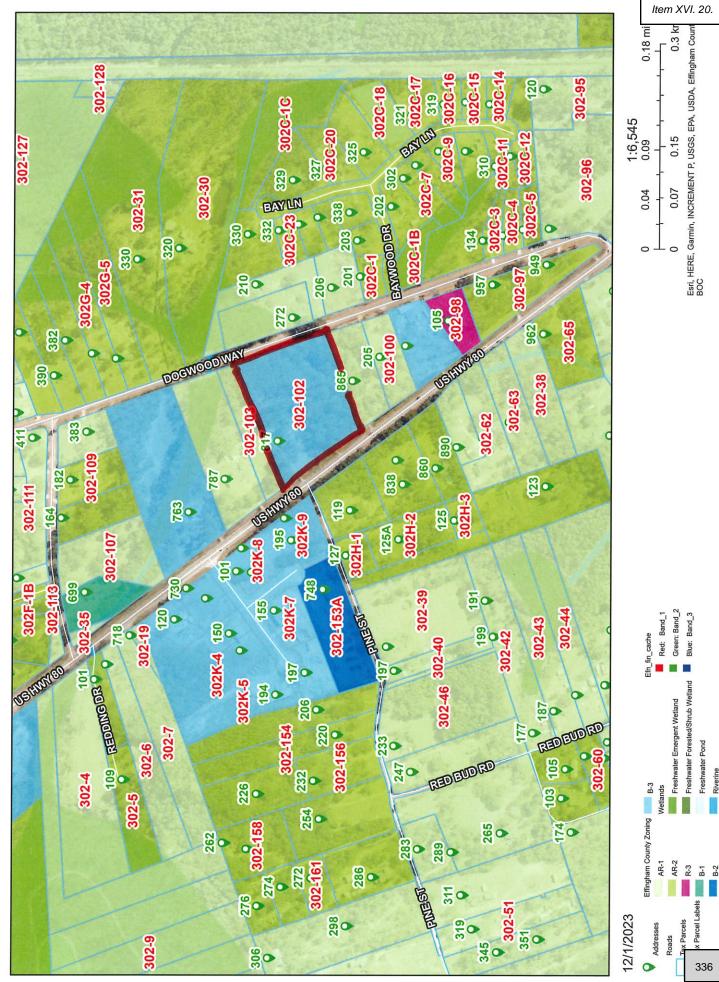
EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

Date Received:	Project Number:	Classification:
Date Reviewed:	Reviewed by:	
Proposed Name of Subdivi	sion_ Waste Dectors	LIC
	0	Phone 9/2-655-6724
	Braly Investments	Phone 9/2-600-6729
		Eden 64 31312
1	1 - 1 /	
	7 Inohuts	Phone 912-655-6724
Address 10 B	20 1655 Sprintile	d Gr 31329
Engineer EMC	Trais Baumare	Phone912-656-2188
Address		
Surveyor		Phone
Address		
Proposed water	Proposed s	ewer Scotic
Total acreage of property	Acreage to be divided	Number of Lots Proposed
Current Zoning 8-3	Proposed Zoning Tax map	- Block - Parcel No
Are any variances requested	d?If so, please describ	
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Page 1 of 3

4/11/2006





817 US HWY 80 302-102