



(TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING AGENDA

Effingham County
Georgia
Board of Commissioners

April 04, 2023 – 5:00 PM

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

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

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

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

Agenda

Watch us live on our YouTube page:

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

- I. Call to Order**
- II. Roll Call**
- III. Invocation**
- IV. Pledge to the American Flag**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda
- VI. Minutes** - Consideration to approve the March 21, 2023 regular meeting minutes
- VII. Public Comments** - Comments shall pertain to the agenda items only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak
- VIII. Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.
- IX. Consent Agenda** - This section shall include all routine items for which there will be no discussion. Should a need arise for a debate, the item can be moved to the appropriate area of the agenda.
 - 1. [2023-152 Agreement]**
Consideration to approve to renew an Agreement for the Maintenance of Rural Land Schedules and Methodology for 2023-2025 with GMASS, Inc.
 - 2. [2023-153 Agreement]**
Consideration to approve renewal of lease agreements with FP Mailing services to allow for postage meters at multiple locations

3. **[2023-154 Job Description]**

Consideration to approve a Job Description for an Administrative Assistant in the Probation Department

4. **[2023-155 Agreement]**

Consideration to approve a revised Temporary Easement Agreement between the Board of Commissioners of Effingham County, Georgia and Cassie Michele Hinely

5. **[2023-156 Grant Award/Agreement]**

Consideration to approve to ratify and affirm submittal of a Grant Application and an Agreement by and between the Georgia Department of Transportation and Effingham County Sheriff's Office and to accept a Grant Award from GDOT Traffic Incident Management Equipment (TIME) Task Force Grant Program

X. New Business

1. **[2023-157 Resolution]** *Stephanie Johnson*

Consideration to approve Resolution 023-005 in celebration of Thelma Goldwire's 100th birthday

2. **[2023-158 Assemblage Permit]** *Katie Dunnigan*

Consideration to approve an Assemblage Permit for Sonja Hall-Johnson to close a section of Standard Lane on September 2, 2023, beginning at 3:00PM, to hold a "block party". **Map# 366 Parcels# 15,56 Map# 366B Parcels# 24-29, Map# 366C Parcels# 9A,10A,11B01** on Standard Lane, in the **Third District**

3. **[2023-159 Agreement]** *Alison Bruton*

Consideration to approve a Technical Service Support Agreement with Stryker for EMS Equipment

4. **[2023-160 Proposal]** *Alison Bruton*

Consideration to approve a Proposal with Vertiv for the Uninterruptible Power Systems (UPS) Maintenance Agreement

5. **[2023-161 Change Order]** *Alison Bruton*

Consideration to approve Change Order #2 with E&D Contracting for Contract 22-25-006 for Road Improvements Construction at Freedom Trail

6. **[2023-162 Ordinance]** *Teresa Concannon*

Consideration to approve the First Reading to amend Part II, Chapter 34 – Flood Damage Prevention, Section 34.5. Definitions; Section 34.82 Specific Standards; and Section 34.86 Standards for Subdivision

7. **[2023-163 Deed]** *Teresa Concannon*

Consideration to accept two road segments and associated right-of-way, easements, and utilities infrastructure consisting of water distribution, wastewater collection and storm drainage conveyance systems at the Georgia International Trade Center. **Map#466D Parcel #1C and Map #466D Parcel #8** in the **Fifth District**

XI. Reports from Commissioners & Administrative Staff

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

XIII. Executive Session Minutes - Consideration to approve the March 21, 2023 executive session minutes

XIV. Planning Board - 6:00 pm

1. **[2023-164 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Jeffery Fordham & Jeffery Fordham** as Agent for **Lois & Otto Deidrich** to **rezone** 3.9 acres located at 190 Seventh Avenue, Meldrim to allow for a recombination of adjacent parcels from **AR-1** to **AR-2 Map# 330A Parcels# 19G & 23G** in the **First District**

2. **[2023-165 Second Reading]**

Consideration to approve a Second Reading of an application by **Jeffery Fordham & Jeffery Fordham** as Agent for **Lois & Otto Deidrich** to **rezone** 3.9 acres located at 190 Seventh Avenue, Meldrim to allow for a recombination of adjacent parcels from **AR-1** to **AR-2 Map# 330A Parcels# 19G & 23G** in the **First District**

3. **[2023-166 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Dale A. Jackson** as Agent for **Earl Wayne Tomlinson** to **rezone** 5.8 acres located at 416 Lehigh Circle to allow for a homesite from **AR-1** to **AR-2 Map# 406A Parcel# 7** in **Third District**

4. **[2023-167 Second Reading]**

Consideration to approve the Second Reading of an application by **Dale A. Jackson** as Agent for **Earl Wayne Tomlinson** to **rezone** 5.8 acres located at 416 Lehigh Circle to allow for a homesite from **AR-1** to **AR-2 Map# 406A Parcel# 7** in **Third District**

5. **[2023-168 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Joseph R. Davis** as Agent for **Shirley Y. Davis** to **rezone** 6.4 of 50.72 acres located on Stilwell Clio Road to allow for a recombination of adjacent lots from **AR-1 & R-1** to **AR-1 & AR-2 Map# 422 Parcel# 3 & 4A**, in the **Third District**

6. **[2023-169 Second Reading]**

Consideration to approve the Second Reading of an application by **Joseph R. Davis** as Agent for **Shirley Y. Davis** to **rezone** 6.4 of 50.72 acres located on Stilwell Clio Road to allow for a recombination of adjacent lots from **AR-1 & R-1** to **AR-1 & AR-2 Map# 422 Parcel# 3 & 4A**, in the **Third District**

7. **[2023-170 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Wesley Neurath** requests a **variance** from section 3.3.2(A), which restricts placement of secondary buildings on property before a primary structure is in place , located on Nellie Road, zoned **AR-2. Map#461 Parcel#27C**, in the **Fifth District**

8. **[2023-171 Second Reading]**

Consideration to approve the Second Reading of an application by **Wesley Neurath** requests a **variance** from section 3.3.2(A), which restricts placement of secondary buildings on property before a primary structure is in place , located on Nellie Road, zoned **AR-2. Map#461 Parcel#27C**, in the **Fifth District**

9. [2023-172 Public Hearing] *Katie Dunnigan*

The Planning Board recommends approving an application by **Christian Hale** for a **conditional use** for a **rural business** located at 1173 Highway 21 North to allow for an automotive shop **Map# 366 Parcel# 40**, in the **Third District**

10. [2023-173 Second Reading]

Consideration to approve the Second Reading of an application by **Christian Hale** for a **conditional use** for a **rural business** located at 1173 Highway 21 North to allow for an automotive shop **Map# 366 Parcel# 40**, in the **Third District**

11. [2023-174 Public Hearing] *Katie Dunnigan*

The Planning Board recommends approving an application by **Christian Hale** requests a **variance** from Sec. 3.15B, which requires a minimum of 3 acres for **rural business conditional use** approval, located at 1173 Hwy 21 North. **Map# 366 Parcel# 40**, in the **Third District**

12. [2023-175 Second Reading]

Consideration to approve a Second Reading of an application by **Christian Hale** requests a **variance** from Sec. 3.15B, which requires a minimum of 3 acres for **rural business conditional use** approval, located at 1173 Hwy 21 North. **Map# 366 Parcel# 40**, in the **Third District**

13. [2023-176 Public Hearing] *Katie Dunnigan*

The Planning Board recommends denying an application by **Bryant Ligon, BRD Land and Investment, GP** as Agent for **T and T 9G, LLC** to **rezone** 288.36 acres located on Midland Road from **AR-1 & I-1** to **R-3 & R-5**, to allow for a 549 unit single family and multi-family residential development **Map# 396 Parcels# 62, 62A**, in the **Second District** (*this item was postponed 03/07/2023*)

14. [2023-177 Second Reading]

Consideration to approve the Second Reading of an application by **Bryant Ligon, BRD Land and Investment, GP** as Agent for **T and T 9G, LLC** to **rezone** 288.36 acres located on Midland Road from **AR-1 & I-1** to **R-3 & R-5**, to allow for a 549 unit single family and multi-family residential development **Map# 396 Parcels# 62, 62A**, in the **Second District** (*this item was postponed 03/07/2023*)

15. [2023-178 Public Hearing] *Katie Dunnigan*

The Planning Board recommends denying an application by **TK Electric, LLC** requests to **rezone** 6.2 acres located at 763 US Highway 80 from **AR-1** to **B-3**, to allow for commercial development **Map# 302 Parcel# 105**, in the **First District**

16. [2023-179 Second Reading]

Consideration to approve a Second Reading of an application by **TK Electric, LLC** requests to **rezone** 6.2 acres located at 763 US Highway 80 from **AR-1** to **B-3**, to allow for commercial development **Map# 302 Parcel# 105**, in the **First District**

17. [2023-180 Sketch Plan] *Katie Dunnigan*

The Planning Board recommends denying an application by **TK Electric, LLC** for approval of a **sketch plan** located at 763 US Highway 80 to allow for commercial development **Map# 302 Parcel# 105**, in the **First District**

18. [2023-181 Public Hearing] *Katie Dunnigan*

The Planning Boards recommends approving an application by **3 Byrds Development, LLC** to **rezone** 39.46 acres located on Hwy 30 from **AR-1** to **R-3** to allow for a 213-unit multi-family residential development **Map# 352 Parcel# 18**, in the **First District**

19. [2023-182 Second Reading]

Consideration to approve the Second Reading of an application by **3 Byrds Development, LLC** to **rezone** 39.46 acres located on Hwy 30 from **AR-1** to **R-3** to allow for a 213-unit multi-family residential development **Map# 352 Parcel# 18**, in the **First District**

20. [2023-183 Public Hearing] *Katie Dunnigan*

The Planning Board recommends approving an application by **The Carson Company Unlimited, LLC** as Agent for **Cynthia Roberts et al** to **rezone** 26.68 acres located on Old Augusta Road between Chimney Road and Caroni Drive from **AR-1** to **R-3** to allow for a multi-family residential development **Map# 476 Parcels# 71,72,78**, in the **Fifth District**

21. [2023-184 Second Reading] *Katie Dunnigan*

Consideration to approve the Second Reading of an application by **The Carson Company Unlimited, LLC** as Agent for **Cynthia Roberts et al** to **rezone** 26.68 acres located on Old Augusta Road between Chimney Road and Caroni Drive from **AR-1** to **R-3** to allow for a multi-family residential development **Map# 476 Parcels# 71,72,78**, in the **Fifth District**

22. [2023-185 Sketch Plan] *Katie Dunnigan*

The Planning Board recommends denying an application by **The Carson Company Unlimited, LLC** as Agent for **Cynthia Roberts et al** for approval of a **sketch plan** for Baker Hill located on Old Augusta Road between Chimney Road and Caroni Drive, zoned **AR-1**; proposed zoning **R-3**. **Map# 476 Parcels# 71,72,78**, in the **Fifth District**

23. [2023-186 Sketch Plan] *Katie Dunnigan*

The Planning Board recommends approving an application by **Angela Sauls** for a **sketch plan** for JMS Storage Facility located at 1355 Fort Howard Road, zoned **B-3**. **Map# 475 Parcel# 58B03**, in the **Fifth District**

XV. Adjournment

Staff Report

Subject: Approval of Renewal for Year 2 of an Agreement for the Maintenance of Rural Land Schedules and Methodology for 2023-2025 with GMASS, Inc.

Author: Alison Bruton, Purchasing Agent, Neil Groover, Tax Assessor

Department: Purchasing/Tax Assessor

Meeting Date: April 4, 2023

Item Description: Renewal for Year 2 of an Agreement for the Maintenance of Rural Land Schedules and Methodology for 2023-2025 with GMASS, Inc.

Summary Recommendation: Staff recommends Approval of the Agreement for the Maintenance of Rural Land Schedules and Methodology for 2023-2025 with GMASS, Inc. for a total of \$6,900.00 per year for three (3) years

Executive Summary/Background:

- The County had a contract in place with GMASS for Classifications & Values for Rural Land & Timber that was for 4 years and has been completed.
- Last year, The Tax Assessor's Office requested to continue with their services for the Maintenance of Rural Land Schedules and Methodology for 2023 through 2025 in the amount of \$6,900.00 per year, the same rate as the previous agreement. Year 1 was approved, and the Chief Appraiser is requesting approval to renew for Year 2.

Alternatives for Commission to Consider

1. Approval of Renewal for Year 2 of an Agreement for the Maintenance of Rural Land Schedules and Methodology for 2023-2025 with GMASS, Inc.
2. Do not approve the Agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing / Tax Assessor

Funding Source: Department 12 – Tax Assessor's budget

Attachments:

1. Agreement for the Maintenance of Rural Land Schedules and Methodology for 2023-2025 with GMASS, Inc.

Agreement for the Maintenance of Rural Land Schedules and Methodology (2023-2025)

This agreement entered into on this day of _____, 2022 between the Effingham County Board of Commissioners and GMASS, Inc. provides for the maintenance of Rural Land Schedules and Methodology for the digest years of 2023, 2024 and 2025.

For the purpose of maintaining rural land schedules and methodology in Effingham County for the years of 2023 through 2025, inclusive, Georgia Mass Appraisal Solutions and Services, GMASS, shall perform the following at the provided cost.

Service	Year 1 – Cost	Year 2 – Cost	Year 3 - Cost
Develop land values for small and large rural tracts. County will furnish the GIS photography with necessary layers	\$2,500.00	\$2,500.00	\$2,500.00
Review sales for timber value and other non-land items. County improvement values will be used. County will perform sales qualification and provide sales.	\$2,200.00	\$2,200.00	\$2,200.00
Classify large and small tracts according to accessibility and desirability	\$750.00	\$750.00	\$750.00
Maintain the accessibility/desirability schedule with adjustments for size, location and characteristics within the parcel	\$1200.00	\$1200.00	\$1200.00
Maintain the absorption rate for large tracts	\$250.00	\$250.00	\$250.00
Total	\$6900.00	\$6900.00	\$6900.00

The County shall provide the following at no cost:

1. Access to the live data and backups
2. Imagery and parcel layer when needed
3. Office space with desk, if needed
4. Sales qualification

X

For Effingham County Board of Commission...

X

For GMASS, Inc

Staff Report

Subject: Consideration to approve renewal of lease agreements with FP Mailing services to allow for postage meters at multiple locations

Author: Alison Bruton, Purchasing Agent

Department: Purchasing

Meeting Date: April 4, 2022

Item Description: Postage Meter Machines - Lease Approval

Summary Recommendation: Approval of renewal of agreements with FP Mailing services to allow for new meters at multiple locations

Executive Summary/Background:

- The postage meters are located at the Old Courthouse – Tax Assessor and Tax Commissioner; the Judicial Complex – Superior Court and Magistrate Court; the Elections Office and the Admin Building. The lease rate is \$36.54 per month, per machine.
- County employees were spending a great deal of time manually stamping envelopes in addition to making numerous trips to the post office to purchase stamps, the County entered into lease agreements with Docuquest for postage meters in April 2015. These new agreements allow for upgraded machines at each location at no extra costs.
- The postage meters have proven to save time and money in that they greatly reduce the amount of time spent stamping envelopes and, as the postage can be purchased online and downloaded, they also reduce the number of trips made to the post office.
- The term of the lease agreements are 12 months after which time they can be automatically renewed for twelve month periods.
- The leases can be terminated after the initial term with 90 days written notice.
- The leases have been previously reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Board approval of renewal of lease agreements with FP Mailing services to allow for postage meters at multiple locations.
2. Terminate the lease agreements for postage meters.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing

Funding Source: Funding is approved in the current general fund budget, and will be requested for FY23.

Attachments: Docuquest Customer Agreements



FP Mailing Solutions
140 N. Mitchell Ct, Ste 200
Addison, IL 60101-5629
Tel: (800) 341-6052
www.fp-usa.com

Customer Agreement

CUSTOMER INFORMATION

Billing Address	
Customer: Effingham County	
Department: Board of Commissioners	
Street: 804 S Laurel Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329
Tel: 912-754-2123	Fax:
E-mail: accounts payable@effinghamcounty.org	
Contact Name: Alison Bruton	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer: Effingham County	
Department: Board of Commissioners	
Street: 804 S Laurel Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329-9235
Tel:	Fax:
E-mail: mbarnes@effinghamcounty.org	
Contact Name: Mark Barnes	
Mailing Address: <input type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	P500C/PINBASE25	PostBase Insight i2 IMI Meter & Base	included	<input type="checkbox"/> Electronic Billing
1	UNL & RGPOST	Unlimited Resets & RateGuard	included	<input checked="" type="checkbox"/> Paper Billing
1	PMANSEAL	Manual Sealer	included	Rental Billing Frequency (select one)
1	FPPSUSPS	Parcel Shipping: Single User, USPS	included	<input type="checkbox"/> Annual Billing
1	PMAINT	Pass Through Maintenance	included	<input type="checkbox"/> Semi-Annual
				<input checked="" type="checkbox"/> Quarterly Billing
Term of Contract: 36 months*			Total Monthly Payment	\$36.45
Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.				

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) * 36 Month Initial Term will apply unless otherwise indicated above.

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative:		Selling Dealer Name: Digital Office Equipment	Dealer #: 8480
Tel:		Address: 10929 US Hwy 301 S., Statesboro, GA 30458	
Tax ID:	State:	Tel: 912-489-6964	Fax: 912-489-4710
Authorized Signature: X <i>Wade M. Morgan</i>		Sales Representative Name: Wade Morgan	
Date: 04/19/2022		Servicing Dealer Name: Digital Office Equipment	Svc. Dealer #: 8480

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer	<input type="checkbox"/> Lease Company:	Promo Code:
<input checked="" type="checkbox"/> Upgrade / Model Change	<input checked="" type="checkbox"/> Major Account: GA-SPOFGA	Package Code: PI2A
<input type="checkbox"/> Renewal (no change of equipment)	<input type="checkbox"/> GSA / State Contract No.:	<input type="checkbox"/> Price or Terms Exception Approval (Form Attached)
<input type="checkbox"/> Coterminous Add-On:	Master Billing Acct. No.:	<input type="checkbox"/> USPS® Location: (CPU Letter Attached)
<input type="checkbox"/> Change of Ownership	Master Postage Acct. No.:	<input type="checkbox"/> Tax-Exempt (Certificate Attached)
Existing Account No.: 600058092		



FP Mailing **Item IX. 2.**
140 N. Mitchell Ct, Ste 200
Addison, IL 60101-5629
Tel: (800) 341-6052
www.fp-usa.com

Customer Agreement

CUSTOMER INFORMATION

Billing Address	
Customer: Effingham County	
Department: Probate and Magistrate Court	
Street: 804 S Laurel Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329
Tel: 912-754-2123	Fax:
E-mail: accountspayable@effinghamcounty.org	
Contact Name: Alison Bruton	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer: Effingham County	
Department: Probate and Magistrate Court	
Street: 700 N Pine Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329-5139
Tel:	Fax:
E-mail: rsexton@effinghamcounty.org	
Contact Name: Rhonda Sexton	
Mailing Address: <input type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	P500C/PINBASE25	PostBase Insight i2 IMI Meter & Base	included	<input type="checkbox"/> Electronic Billing
1	UNL & RGPOST	Unlimited Resets & RateGuard	included	<input checked="" type="checkbox"/> Paper Billing
1	PMANSEAL	Manual Sealer	included	Rental Billing Frequency (select one)
1	FPPSUSPS	Parcel Shipping: Single User, USPS	included	<input type="checkbox"/> Annual Billing
1	PMAINT	Pass Through Maintenance	included	<input type="checkbox"/> Semi-Annual
				<input checked="" type="checkbox"/> Quarterly Billing
Term of Contract: 36 months*			Total Monthly Payment	\$36.45
				Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) * 36 Month Initial Term will apply unless otherwise indicated above.

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative:		Selling Dealer Name: Digital Office Equipment	Dealer #: 8480
Tel:		Address: 10929 US Hwy 301 S., Statesboro, GA 30458	
Tax ID:	State:	Tel: 912-489-6964	Fax: 912-489-4710
Authorized Signature: X <i>Wesley M. Carlett</i>		Sales Representative Name: Wade Morgan	
Date: 04/19/2022		Servicing Dealer Name: Digital Office Equipment	Svc. Dealer #: 8480

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer	<input type="checkbox"/> Lease Company:	Promo Code:
<input checked="" type="checkbox"/> Upgrade / Model Change	<input checked="" type="checkbox"/> Major Account: GA-SPOFGA	Package Code: PI2A
<input type="checkbox"/> Renewal (no change of equipment)	<input type="checkbox"/> GSA / State Contract No.:	<input type="checkbox"/> Price or Terms Exception Approval (Form Attached)
<input type="checkbox"/> Coterminal Add-On:	Master Billing Acct. No.:	<input type="checkbox"/> USPS® Location: (CPU Letter Attached)
<input type="checkbox"/> Change of Ownership	Master Postage Acct. No.:	<input type="checkbox"/> Tax-Exempt (Certificate Attached)
Existing Account No.: 600058100		



FP Mailing **Item IX. 2.**
140 N. Mitchell Ct, Ste 200
Addison, IL 60101-5629
Tel: (800) 341-6052
www.fp-usa.com

Customer Agreement

CUSTOMER INFORMATION

Billing Address	
Customer: Effingham County	
Department: Tax Commissioner	
Street: 804 S Laurel Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329
Tel: 912-754-2123	Fax:
E-mail: accountspayable@effinghamcounty.org	
Contact Name: Alison Bruton	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer: Effingham County	
Department: Tax Commissioner	
Street: 901 N Pine Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329-4520
Tel:	Fax:
E-mail: lmcddaniel@effinghamcounty.org	
Contact Name: Linda McDaniel	
Mailing Address: <input type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	P500C/PINBASE25	PostBase Insight i2 IMI Meter & Base	included	<input type="checkbox"/> Electronic Billing
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Print Name of Authorized Representative:		Selling Dealer Name: Digital Office Equipment	Dealer #: 8480
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Tax ID:	State:	Tel: 912-489-6964	Fax: 912-489-4710
Authorized Signature: X <i>Wesley M. Carbutt</i>		Sales Representative Name: Wade Morgan	
Date: 04/19/2022		Servicing Dealer Name: Digital Office Equipment	Svc. Dealer #: 8480

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer	<input type="checkbox"/> Lease Company:	Promo Code:
<input checked="" type="checkbox"/> Upgrade / Model Change	<input checked="" type="checkbox"/> Major Account: GA-SPOFGA	Package Code: P12A
<input type="checkbox"/> Renewal (no change of equipment)	<input type="checkbox"/> GSA / State Contract No.:	<input type="checkbox"/> Price or Terms Exception Approval (Form Attached)
<input type="checkbox"/> Coterminal Add-On:	Master Billing Acct. No.:	<input type="checkbox"/> USPS® Location: (CPU Letter Attached)
<input type="checkbox"/> Change of Ownership	Master Postage Acct. No.:	<input type="checkbox"/> Tax-Exempt (Certificate Attached)
Existing Account No.: 600060222		



Item IX. 2.
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Addison, IL 60101-5629
Tel: (800) 341-6052
www.fp-usa.com

Customer Agreement

CUSTOMER INFORMATION

Billing Address	
Customer: Effingham County	
Department: Tax Commissioner	
Street: 804 S Laurel Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329
Tel: 912-754-2123	Fax:
E-mail: accountspayable@effinghamcounty.org	
Contact Name: Alison Bruton	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer: Effingham County	
Department: Tax Commissioner	
Street: 901 N Pine Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329-4520
Tel:	Fax:
E-mail: lmcDaniel@effinghamcounty.org	
Contact Name: Linda McDaniel	
Mailing Address: <input type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	P500C/PINBASE25	PostBase Insight i2 IMI Meter & Base	included	<input type="checkbox"/> Electronic Billing
1	UNL & RGPOST	Unlimited Resets & RateGuard	included	<input checked="" type="checkbox"/> Paper Billing
1	PMANSEAL	Manual Sealer	included	Rental Billing Frequency (select one)
1	FPPSUSPS	Parcel Shipping: Single User, USPS	included	<input type="checkbox"/> Annual Billing
1	PMAINT	Pass Through Maintenance	included	<input type="checkbox"/> Semi-Annual
				<input checked="" type="checkbox"/> Quarterly Billing
Term of Contract: 36 months*			Total Monthly Payment	\$36.45
				Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) * 36 Month Initial Term will apply unless otherwise indicated above.

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative:		Selling Dealer Name: Digital Office Equipment	Dealer #: 8480
Tel:		Address: 10929 US Hwy 301 S., Statesboro, GA 30458	
Tax ID:	State:	Tel: 912-489-6964	Fax: 912-489-4710
Authorized Signature: X <i>Wesley M. C. [Signature]</i>		Sales Representative Name: Wade Morgan	
Date: 04/19/2022		Servicing Dealer Name: Digital Office Equipment	Svc. Dealer #: 8480

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer	<input type="checkbox"/> Lease Company:	Promo Code:
<input checked="" type="checkbox"/> Upgrade / Model Change	<input checked="" type="checkbox"/> Major Account: GA-SPOFGA	Package Code: PI2A
<input type="checkbox"/> Renewal (no change of equipment)	<input type="checkbox"/> GSA / State Contract No.:	<input type="checkbox"/> Price or Terms Exception Approval (Form Attached)
<input type="checkbox"/> Coterminal Add-On:	Master Billing Acct. No.:	<input type="checkbox"/> USPS® Location: (CPU Letter Attached)
<input type="checkbox"/> Change of Ownership	Master Postage Acct. No.:	<input type="checkbox"/> Tax-Exempt (Certificate Attached)
Existing Account No.: 600060222		



FP Mailing **Item IX. 2.**
140 N. Mitchell Ct, Ste 200
Addison, IL 60101-5629
Tel: (800) 341-6052
www.fp-usa.com

Customer Agreement

CUSTOMER INFORMATION

Billing Address	
Customer: Effingham County	
Department: Tax Assessors	
Street: 804 S Laurel Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329
Tel: 912-754-2123	Fax:
E-mail: accountspayable@effinghamcounty.org	
Contact Name: Alison Bruton	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer: Effingham County	
Department: Tax Assessors	
Street: 901 N Pine Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329-4521
Tel:	Fax:
E-mail: ngroover@effinghamcounty.org	
Contact Name: Neal Groover	
Mailing Address: <input type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	P500C/PINBASE25	PostBase Insight i2 IMI Meter & Base	included	<input type="checkbox"/> Electronic Billing
1	UNL & RGPOST	Unlimited Resets & RateGuard	included	<input checked="" type="checkbox"/> Paper Billing
1	PMANSEAL	Manual Sealer	included	Rental Billing Frequency (select one)
1	FPPSUSPS	Parcel Shipping: Single User, USPS	included	<input type="checkbox"/> Annual Billing
1	PMAINT	Pass Through Maintenance	included	<input type="checkbox"/> Semi-Annual
				<input checked="" type="checkbox"/> Quarterly Billing
Term of Contract: 36 months*			Total Monthly Payment	\$36.54

Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) * 36 Month Initial Term will apply unless otherwise indicated above.

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative:		Selling Dealer Name: Digital Office Equipment	Dealer #: 8480
Tel:		Address: 10929 US Hwy 301 S., Statesboro, GA 30458	
Tax ID:	State:	Tel: 912-489-6964	Fax: 912-489-4710
Authorized Signature: X <i>Wade Morgan</i>		Sales Representative Name: Wade Morgan	
Date: 04/19/2022		Servicing Dealer Name: Digital Office Equipment	Svc. Dealer #: 8480

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer	<input type="checkbox"/> Lease Company:	Promo Code:
<input checked="" type="checkbox"/> Upgrade / Model Change	<input checked="" type="checkbox"/> Major Account: GA-SPOFGA	Package Code: PI2A
<input type="checkbox"/> Renewal (no change of equipment)	<input type="checkbox"/> GSA / State Contract No.:	<input type="checkbox"/> Price or Terms Exception Approval (Form Attached)
<input type="checkbox"/> Coterminous Add-On:	Master Billing Acct. No.:	<input type="checkbox"/> USPS® Location: (CPU Letter Attached)
<input type="checkbox"/> Change of Ownership	Master Postage Acct. No.:	<input type="checkbox"/> Tax-Exempt (Certificate Attached)
Existing Account No.: 600058090		



FP Mailing Item IX. 2.
140 N. Mitchell Ct, Ste 200
Addison, IL 60101-5629
Tel: (800) 341-6052
www.fp-usa.com

Customer Agreement

CUSTOMER INFORMATION

Billing Address	
Customer: Effingham County	
Department: Superior Court	
Street: 804 S Laurel Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329
Tel: 912-754-2123	Fax:
E-mail: accountspayable@effinghamcounty.org	
Contact Name: Alison Bruton	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer: Effingham County	
Department: Superior Court	
Street: 700 N Pine Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329-5088
Tel:	Fax:
E-mail: jbragg@effinghamcounty.org	
Contact Name: Jason Bragg	
Mailing Address: <input type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	P500C/PINBASE25	PostBase Insight i2 IMI Meter & Base	included	<input type="checkbox"/> Electronic Billing
1	UNL & RGPOST	Unlimited Resets & RateGuard	included	<input checked="" type="checkbox"/> Paper Billing
1	PMANSEAL	Manual Sealer	included	Rental Billing Frequency (select one)
1	FPPSUSPS	Parcel Shipping: Single User, USPS	included	<input type="checkbox"/> Annual Billing
1	PMAINT	Pass Through Maintenance	included	<input type="checkbox"/> Semi-Annual
				<input checked="" type="checkbox"/> Quarterly Billing
Term of Contract: 36 months*			Total Monthly Payment	\$36.45

Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) * 36 Month Initial Term will apply unless otherwise indicated above.

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative:		Selling Dealer Name: Digital Office Equipment	Dealer #: 8480
Tel:		Address: 10929 US Hwy 301 S., Statesboro, GA 30458	
Tax ID:	State:	Tel: 912-489-6964	Fax: 912-489-4710
Authorized Signature: X <i>Wesley M. C. [Signature]</i>		Sales Representative Name: Wade Morgan	
Date: 04/19/2022		Servicing Dealer Name: Digital Office Equipment	Svc. Dealer #: 8480

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer	<input type="checkbox"/> Lease Company:	Promo Code:
<input checked="" type="checkbox"/> Upgrade / Model Change	<input checked="" type="checkbox"/> Major Account: GA-SPOFGA	Package Code: PI2A
<input type="checkbox"/> Renewal (no change of equipment)	<input type="checkbox"/> GSA / State Contract No.:	<input type="checkbox"/> Price or Terms Exception Approval (Form Attached)
<input type="checkbox"/> Coterminous Add-On:	Master Billing Acct. No.:	<input type="checkbox"/> USPS® Location: (CPU Letter Attached)
<input type="checkbox"/> Change of Ownership	Master Postage Acct. No.:	<input type="checkbox"/> Tax-Exempt (Certificate Attached)
Existing Account No.: 600058091		



Item IX. 2.
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Tel: (800) 341-6052
www.fp-usa.com

Customer Agreement

CUSTOMER INFORMATION

Billing Address	
Customer: Effingham County	
Department: Elections and Registrars	
Street: 804 S Laurel Street	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329
Tel: 912-754-2123	Fax:
E-mail: accountspayable@effinghamcounty.org	
Contact Name: Alison Bruton	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer: Effingham County	
Department: Elections and Registrars	
Street: 284 Highway 119 S	
City: Springfield	County: Effingham
State: Georgia	Zip: 31329-3081
Tel:	Fax:
E-mail: ochapman@effinghamcounty.org	
Contact Name: Olivia Chapman	
Mailing Address: <input type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	P500C/PINBASE25	PostBase Insight i2 IMI Meter & Base	included	<input type="checkbox"/> Electronic Billing
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1	PMANSEAL	Manual Sealer	included	Rental Billing Frequency (select one)
1	FPPSUSPS	Parcel Shipping: Single User, USPS	included	<input type="checkbox"/> Annual Billing
1	PMAINT	Pass Through Maintenance	included	<input type="checkbox"/> Semi-Annual
				<input checked="" type="checkbox"/> Quarterly Billing
Term of Contract: 36 months*		Total Monthly Payment	\$36.54	Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) * 36 Month Initial Term will apply unless otherwise indicated above.

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative:		Selling Dealer Name: Digital Office Equipment	Dealer #: 8480
Tel:		Address: 10929 US Hwy 301 S., Statesboro, GA 30458	
Tax ID:	State:	Tel: 912-489-6964	Fax: 912-489-4710
Authorized Signature: X <i>Wade Morgan</i>		Sales Representative Name: Wade Morgan	
Date: 04/19/2022		Servicing Dealer Name: Digital Office Equipment	Svc. Dealer #: 8480

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer <input checked="" type="checkbox"/> Upgrade / Model Change <input type="checkbox"/> Renewal (no change of equipment) <input type="checkbox"/> Coterminal Add-On: <input type="checkbox"/> Change of Ownership Existing Account No.: 600058089	<input type="checkbox"/> Lease Company: <input checked="" type="checkbox"/> Major Account: GA-SPOFGA <input type="checkbox"/> GSA / State Contract No.: Master Billing Acct. No.: Master Postage Acct. No.:	Promo Code: Package Code: P12A <input type="checkbox"/> Price or Terms Exception Approval (Form Attached) <input type="checkbox"/> USPS® Location: (CPU Letter Attached) <input type="checkbox"/> Tax-Exempt (Certificate Attached)
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Staff Report

Subject: Addition of Position- Administrative Assistant, Probation

Author: Sarah Mausolf, Director

Department: Human Resources and Risk Management

Meeting Date: April 4, 2023

Item Description: Approval of Addition of Position – Administrative Assistant, Probation

Summary Recommendation

The following change is being requested after recent changes in the State Court process. Probation cases have doubled. Staff is in court four to five days a week now. The Chief Probation Officer will be going out on Maternity Leave in a few months. Probation would like to hire and train an Administrative Assistant before that time period.

Executive Summary

Administrative Assistant - The primary responsibility is to perform a variety of office support and clerical duties and activities of a general and specialized nature for an assigned office, relieves department staff of routine administrative detail; receives and directs telephone calls and visitors; provides a variety of information to other agencies; Board, Staff, and the general public; receives, routes, and distributes incoming and outgoing mail; and maintains a variety of files and records.

Background

Staff is requesting the addition of an Administrative Assistant for the Probation Department.

ALTERNATIVES:

1. Authorize the addition of the position to the 2022/2023 Budget.
2. Do not authorize the positions and advise staff how they want to proceed.

Other Alternatives

None

Department Review: County Manager, Probation, Finance, HR

FUNDING: Approval of this position will require a Budget Amendment. The Director of Finance will present the Budget Amendment at a later date if the position is authorized and approved.

RECOMMENDATION: Alternative #1

DOCUMENTS ATTACHED: Administrative Assistant Job Description



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Administrative Assistant I	Job Code: 0701601
Reports to: Various	FLSA Status: Non Exempt
Department: Various	Date Approved: June 7, 2016

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

Position Overview:

Incumbents, under direct supervision, performs a variety of office support and clerical duties and activities of a general and specialized nature for an assigned office; relieves department staff of routine administrative detail; receives and directs telephone calls and visitors; provides a variety of information to other agencies, Board staff, and the general public; receives, routes, and distributes incoming and outgoing mail; and maintains a variety of files and records.

Positions at this level are not expected to function with the same amount of program knowledge or skill level as positions allocated to the Administrative Assistant II level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and/or fits an established structure or pattern. Exceptions or changes in procedures are explained as they arise.

Principal Duties and Responsibilities (Essential Functions):**

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

1. Assists the general public and outside groups and agencies by providing information related to specific program area of assignment; receives office and telephone callers; responds to complaints and requests for information relating to assigned responsibilities; refers callers to appropriate Board staff for further assistance as needed.
2. Verifies and reviews materials, applications, records, and reports for completeness and conformance with established regulations and procedures; applies applicable policies and procedures in determining completeness of applications, records, and reports; provides information and forms to the public; collects and processes appropriate information.
3. Maintains accurate and up-to-date files and records for assigned areas; develops and monitors various logs, accounts, and files for current and accurate information; develops, organizes, and maintains filing systems.
4. Performs a variety of routine clerical accounting duties and responsibilities involved in financial record keeping and reporting for assigned area; maintains a variety of accounting records, logs, and files; provides assistance to department staff, vendors, and the general public in assigned areas.
5. Types, word processes, and proofreads a variety of documents and forms including general



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Administrative Assistant I**Job Code: 0701601**

correspondence, reports, and memoranda from rough draft or verbal instruction; disseminates information as appropriate.

6. Operates a variety of office equipment including a typewriter, switchboard, copier, facsimile machine, adding machine, cash register, and computer; utilizes various computer applications and software packages.
7. Compiles, prepares, and enters data into a computer from various sources including accounting, statistical, and related documents; inputs corrections and updates; verifies data for accuracy and completeness; assists in the compilation of reports.
8. Processes mail including receiving, sorting, and distributing incoming and outgoing correspondence.
9. Maintains office supplies and inventories; order supplies as needed.
10. Maintains calendar of activities, meetings, and various events for assigned staff; coordinates activities with other Board departments, the public and outside agencies.
11. As assigned, arranges and attends committee and staff meeting; takes, transcribes, and assures proper distribution of minutes.
12. As assigned, collects information for, designs, and produces newsletters, brochures, and other specialized documents using desktop publishing software and other computer applications.
13. Performs related duties as required.

Supervision Received:

Incumbents receive direct supervision from the identified supervisor within the department assigned.

Supervision Exercised:

This position does not, in general, supervise any other positions.

Skills (Core Competencies):

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- English usage, spelling, grammar and punctuation.
- Modern office procedures, methods and equipment including computers.
- Computer applications such as word processing and spreadsheet applications.
- Principles and procedures of record keeping and filing.
- Methods and techniques of proper phone etiquette.
- Mathematical principles. Basic principles of business letter writing and basic report preparation.

Ability to:

- Learn the organization, operation, and services of the Board and of outside agencies as necessary to assume assigned responsibilities.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Administrative Assistant I**Job Code: 0701601**

- Learn, interpret and apply general administrative and departmental policies and procedures.
- Perform a variety of office support and clerical duties and activities of a general and specialized nature for an assigned office. Respond to requests and inquiries from the general public.
- Type at a speed necessary for successful job performance.
- Operate and use modern office equipment including a computer and various software packages. Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Exercise good judgment in maintaining information, records, and reports.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Qualifications:

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training:

High school diploma or the equivalent

Experience:

One year of general clerical experience involving typing and preferably involving extensive public contact

License or Certification:

Must possess, at time of application, one of the following: a valid state issued driver's license, or a State of Georgia issued photo ID

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



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Administrative Assistant I**Job Code: 0701601****Physical Demands and Working Environment:**

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Standard office setting, CONTINUOUS working indoors, dusts from paperwork. Work environment is both formal and informal, team oriented, having variable tasks, pace and pressure. Work is performed indoors in office and meeting rooms.

Physical: Primary functions require sufficient physical ability to work in an office setting and operate office equipment. CONTINUOUS sitting, upward and downward flexion of neck; fine finger dexterity and light to moderate finger pressure to manipulate keyboard, equipment controls and other office equipment; pinch grasp to manipulate writing utensils. FREQUENT side-to-side turning of neck, walking, standing, bending and stooping, pushing/pulling, twisting at waist, moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 20 lbs. from below waist to above shoulders and transporting distances up to 50 yards. OCCASIONAL squatting, kneeling, reach above and at shoulder height, moderate grasp to manipulate reference books and manuals; lifting objects weighing 20-35 lbs. from below waist to above shoulders and transporting distances up to 50 feet.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens.

Hearing: Hear in the normal audio range with or without correction.

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

STATE OF GEORGIA
 COUNTY OF EFFINGHAM

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (hereinafter referred to as "Agreement") is made and entered into this 10th day of March, 2023 by and between Cassie Michele Hinely (hereinafter referred to as "Hinely") and the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as "Effingham County").

WITNESSETH:

WHEREAS, Hinely and Effingham County desire to enter into this Agreement granting Effingham County the right to store construction material and equipment in the area shown on that certain sketch or plat attached hereto as Exhibit "A" and made a part hereof by this reference (hereinafter referred to as "Temporary Easement Property"); and

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

1. **Recitals.** The above preamble and recitals are hereby incorporated as if restated verbatim.
2. **Temporary Construction Easement.**
 - a. **Grant.** Hinely does hereby grant, bargain, and convey unto Effingham County, its successors and assigns, and creates and establishes for the benefit of Effingham County and its successors and assigns, a temporary construction easement across the Temporary Easement Property as shown on that certain sketch or plat attached hereto as Exhibit "A" (hereinafter referred to as the "Temporary Construction Easement").
 - b. **Nature and Purpose.** The Temporary Construction Easement is granted for vehicular and pedestrian ingress and egress to and from the Temporary Easement

Property and for Grantee's use to do all things reasonably necessary to construct and install the utility project including, but not limited to, the transport, stockpiling and storage of construction materials, soil, equipment and vehicles. Upon expiration of the Temporary Construction Easement, the Grantee, at its sole cost and expense, shall restore the Temporary Easement Property to substantially the same condition it was in prior to Grantee's use. Grantee shall not leave any rubbish or debris on or about the Temporary Easement Property. The term of this Agreement shall begin upon the date of mutual execution hereof and shall terminate on August 1, 2024 or upon completion of the utility project, whichever first occurs. The Temporary Construction Easement is for the use and benefit of Effingham County and its contractors, employees, agents, vendors, guests, licensees and invitees.

- c. Conditions and Restrictions. Hinely covenants and agrees that she shall not plant within or allow to grow into the Temporary Easement Property any trees, bushes or other planted material that would interfere with Effingham County's use of the Temporary Easement Property, and that it shall not construct any buildings, walls, fences, or other structures within, or over or upon the Temporary Easement Property. Effingham County shall have the right, but not the obligation to cut, trim, remove trees, brush, and/or remove other unauthorized obstruction, which may impede or interfere with Effingham County's use. Hinely hereby warrants title to the Temporary Easement Property herein granted and conveyed to Effingham County. Hinely warrants that the Temporary Easement Property is free and clear of all liens and encumbrances. Hinely agrees to protect and defend the title from and against all persons whomsoever. Hinely agrees and hereby does, to the extent permitted by law, indemnify and hold harmless Effingham County from any costs, expenses, damages, claims or demands incurred or asserted against Effingham County as a result of or arising out of Hinely's warranties or covenants set forth herein.

3. Terms, Conditions and Restrictions.

- a. Maintenance. Effingham County shall maintain the Temporary Easement Property as it deems necessary and in its sole discretion. Effingham County shall have no obligation to pay for any insurance or taxes, assessments or other charges or fees applicable or chargeable to the Temporary Easement Property or owners thereof.
- b. Personal Property. Effingham County shall own all personal property that it places within the Temporary Easement Property.
- c. Other Easements. Hinely shall make no other easement upon the portion of the premises covered by this Agreement without the prior written approval of Effingham County.
- d. Liability. Effingham County shall be liable for all loss, cost, damage, liability, or expense incurred by Hinely in connection with the performance of work by Effingham County or its agents, vendors, contractors, representatives, lessees, invitees, licensees or employees in the easement area under this Agreement, except to the extent caused by the negligence or willful misconduct of Hinely or her agents, vendors, contractors, representatives, lessees, invitees, licensees,

employees, or tenants. Any portion of this Agreement regarding indemnification apply only to the extent permitted by law, and any applicable case law, including under CSX Transportation, Inc. v. City of Garden City, 277 Ga. 248, 588 S.E. 2d 688.

- e. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. In the event any provision hereof is held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity of enforceability of any other provision hereof. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Georgia. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall comprise but a single instrument. No consent or waiver, expressed or implied, by a party to any breach or default by any other party in the performance by such other party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default in the performance by such other party of any other obligations of such party of this Agreement. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of the rights thereof under this Agreement.

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

By: Cassie Michele Hinely (L.S.)
CASSIE MICHELE HINELY

Signed, sealed and delivered this
10th day of March, 2023, in
the presence of:

WITNESS Otto U. Castillo

Ronnie Lewis
NOTARY PUBLIC



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

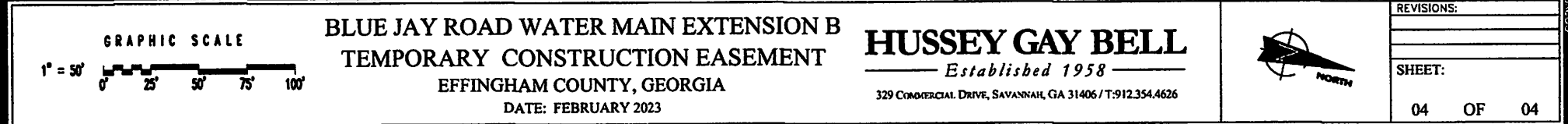
By: _____
Wesley Corbitt
Its: Chairman

Attest: _____
Stephanie Johnson
Its: County Clerk

Signed, sealed and delivered this
____ day of _____, 2023, in
the presence of:

Witness

Notary Public



Staff Report

Subject: GDOT TIME Task Force Grant Program
Author: Jody Jones, Grants Coordinator presented by Mark W. Barnes
Department: Finance Department
Meeting Date: 4/4/23
Item Description: Consideration to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, GDOT TIME Task Force Grant Program

Summary Recommendation:

Staff is requesting ratification of the grant application and acceptance of the award from the GDOT TIME Task Force Grant Program.

Executive Summary:

TIME (Traffic Incident Management Enhancement) Task Force is a state-wide incident management program committed to facilitating the safest and fastest roadway clearance and lessening the impact on emergency responders and the motoring public. The Task Force is made up of dedicated and concerned incident responders from transportation agencies, fire, rescue, police, towing, emergency medical services, and more.

Background:

1. The Effingham County Sheriff's Office applied for this grant.
2. The awarded funding amount is \$19,774.75
3. There is no cost share requirement.

Alternatives for Commission to Consider:

1. Approve the ratification of the GDOT TIME Task Force grant application and accept the award.
2. Do not ratify the GDOT TIME Task Force grant application and grant award.
3. Provide Staff with Direction

Recommended Alternative:

1. Staff recommends Alternative number 1 – Approve the ratification of the GDOT TIME Task Force grant application and accept the award.

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance, ECSO

Funding Source:

No cost share requirement.

Attachments:

GDOT TIME Task Force Award Letter

**AGREEMENT
By and Between**

THE GEORGIA DEPARTMENT OF TRANSPORTATION

And

EFFINGHAM COUNTY SHERIFF'S OFFICE

for

TIME TASK FORCE GRANT

THIS AGREEMENT ("Agreement") is awarded and entered into on 2/7/2023 ("Effective Date"), by and between the Georgia Department of Transportation, a department within the executive branch of government of the State of Georgia (hereinafter referred to as "DEPARTMENT"), and the **Effingham County Sherriff's Office** (hereinafter referred to as "GRANTEE" or "LOCAL GOVERNMENT"), hereinafter sometimes collectively referred to as the "Parties".

WHEREAS, GRANTEE applied for and was awarded the TIME Task Force Grant on June 1st, 2021; and

WHEREAS, TIME Task Force is a program made up of public and private incident responders whose mission is to develop and sustain a state-wide incident management program to facilitate the safest and fastest roadway clearance, lessening the impact on emergency responders and the traveling public; and

WHEREAS, the purpose of the TIME Task Force Grant program is to award funding to eligible local governmental agencies responsible for responding to and mitigating traffic incidents within the State of Georgia for the acquisition of needed equipment to enhance traffic incident management; and

WHEREAS, the TIME Task Force has designated the DEPARTMENT as the administrator of the TIME Task Force Grant funds; and

WHEREAS, the DEPARTMENT and GRANTEE agree that the awarded grant funds will be used to purchase eligible equipment for use in connection with its traffic mitigation activities.

NOW THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed by and between the DEPARTMENT and GRANTEE that:

- A. GRANTEE shall use the Grant Award to purchase the equipment listed in Exhibit A, *Description of Approved Equipment*, for the sole purpose of maintaining its traffic incident management activities on the State of Georgia's roadways. The awarded grant funds shall not be expended to procure equipment item(s) other than those listed in Exhibit A without the DEPARTMENT's prior written approval.
- B. GRANTEE understands and agrees that the equipment procured with the grant funds awarded in the amount set forth in Section E of this Agreement ("Grant Award") shall be used only in the ordinary conduct of its business by qualified employees, servants and agents of GRANTEE and in accordance with all applicable operating instructions and applicable requirements for said

equipment.

- C. The DEPARTMENT reserves the right to demand the return of the Grant Award if it determines that such action is necessary: (1) because GRANTEE has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of the TIME Task Force Grant; or, (3) to comply with any law or regulation applicable to GRANTEE, the DEPARTMENT, TIME Task Force, or this grant.

D. **Grant Period, Grant Period Extension, and Termination.**

1. This Agreement shall commence on the Effective Date and shall expire six (6) months thereafter ("Grant Period"), unless earlier terminated or extended. GRANTEE must complete its acquisition of eligible equipment described in Exhibit A pursuant to Section F of this Agreement. Grant Award funds not expended in accordance with Section F of this Agreement shall be forfeited by GRANTEE and returned to the DEPARTMENT.
2. Termination. The DEPARTMENT reserves the right to terminate this Agreement for cause or for convenience upon thirty (30) calendar days advance written notice to the GRANTEE. Upon termination, GRANTEE shall be required to return the Grant Award to the DEPARTMENT within the timeframe so determined by the DEPARTMENT in the written notice of termination.

E. **Grant Award Amount and Disbursement.**

1. Grant Award Amount. It is agreed that the DEPARTMENT's obligation for the purchase of eligible equipment item(s) described in Exhibit A of this Agreement by GRANTEE shall not exceed NINETEEN THOUSAND SEVEN HUNDRED SEVENTY-FOUR DOLLARS AND SEVENTY-FIVE CENTS (\$19,774.75).
2. Disbursement. The DEPARTMENT shall disburse the Grant Award to GRANTEE within thirty (30) business days from the Effective Date of this Agreement.

F. **Purchasing Requirements.**

1. GRANTEE shall make the eligible equipment purchase(s) and submit the requisite documentation for the transaction(s) to the DEPARTMENT within ninety (90) calendar days of the Effective Date of this Agreement. Failure to do so shall be grounds for the DEPARTMENT to terminate this Agreement and issue a demand for the immediate return of the full amount of the disbursed Grant Award. GRANTEE understands and agrees that it shall comply with such demand and return the disbursed Grant Award within the time period specified by the DEPARTMENT.
2. In the event there is a fluctuation in the unit price for one or more of the eligible equipment item(s) that impacts the quantity/ies set forth in Exhibit A (whether a reduction in quantity or opportunity for GRANTEE to increase quantity), GRANTEE shall immediately notify the DEPARTMENT in writing. The notification shall be in the form of the chart found in Exhibit A and must include the unit price change and adjusted quantity for each affected eligible equipment item. GRANTEE must receive prior written approval of the requested adjustment from the DEPARTMENT prior to purchase(s).
3. GRANTEE may request additional time to procure the equipment listed in Exhibit A by

written request to the DEPARTMENT for approval. The written request must be received by the DEPARTMENT no later than 30 calendar days prior to the time allotted in Section F.1. of this Agreement for the eligible equipment purchase. Under no circumstances shall the DEPARTMENT-approved extension exceed the Grant Period.

4. GRANTEE understands and agrees that it shall not use the Grant Award to finance an eligible equipment purchase that is greater than the Grant Award amount.
5. The Grant Award shall not be used to pay for eligible equipment that was acquired prior to the Effective Date of this Agreement. In such an instance, the DEPARTMENT will terminate this Agreement and issue a demand for the immediate return of the full amount of the disbursed Grant Award from GRANTEE.
6. GRANTEE understands and agrees that the total cost of the eligible equipment purchased shall not exceed the Grant Award amount. In the event the total purchase amount is less than the Grant Award, GRANTEE shall return any remaining funds to the DEPARTMENT in accordance with Section G of this Agreement.
7. Any sales and use tax, federal excise tax, and/or any assessed fees associated with the shipment or delivery of the purchased eligible equipment shall be the responsibility of GRANTEE.
8. Failure to comply with the purchasing requirements, standards and conditions set forth in this Agreement shall be grounds for termination and demand from the DEPARTMENT for the immediate return of the full amount of the Grant Award.

G. Grant Closeout Procedures.

1. GRANTEE shall submit documentation to the DEPARTMENT evidencing the purchase(s) of the eligible equipment (Exhibit A) in accordance with Section F of this Agreement. The documentation to be submitted shall, at a minimum, include the invoice and purchase order for each transaction and documentation showing payment was remitted.
2. The DEPARTMENT will review the submitted documentation and, upon approval, will close out the Grant Award under this Agreement. If the actual cost of the eligible equipment (not including sales tax, delivery fee, or any other fees), is less than the Grant Award, GRANTEE shall reimburse the DEPARTMENT the difference between the Grant Award amount and actual cost of the eligible equipment purchase(s). The DEPARTMENT reserves the right to pursue any legal remedy available to it for GRANTEE's failure to remit reimbursement to the DEPARTMENT.

H. Responsibility for Claims and Liability.

1. GRANTEE shall be responsible for any claim, damage, loss, or expense that is attributable to any negligent acts, errors, or omissions related to the acquisition and operation of the eligible equipment procured under this Agreement.
2. To the extent allowed by law, GRANTEE hereby indemnifies and holds harmless the DEPARTMENT and all of its officers, members and employees (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, suits, demands,

lawsuits, causes of action, liabilities, losses, damages, judgments, costs or expenses (including but not limited to attorneys' fees) of every kind and nature whatsoever due to liability to a third party or parties, for any loss due to bodily injury (including but not limited to death), personal injury (including but not limited to death), and property damage (including but not limited to inverse condemnation and theft) arising out of, in connection with or resulting from the activities or resulting activities under this Agreement, except to the extent caused by an Indemnitees.

- I. **Maintenance of Cost Records.** GRANTEE shall maintain all documents, papers, accounting records and other evidence pertaining to the acquisition of the eligible equipment, and shall make such material available at all reasonable times during the period of this Agreement and for five (5) years from the day the grant is closed out pursuant to Section G of this Agreement. Furthermore, the Grantee understands that it is subject to, and shall comply with, the Georgia Open Records Act at O.C.G.A. § 50-18-70 et seq.
- J. **Notices.** Any notices, requests, demands and other communications which may be required hereunder shall be in writing and shall either be mailed or transmitted by either first class United States certified mail, return receipt requested; delivery by carrier or personally delivered to the appropriate party; or email immediately followed by a telephone call to confirm delivery to:

If to the DEPARTMENT: Georgia Department of Transportation
935 United Ave
Bldg 24
Atlanta, Georgia 30316
ATTN: Robert Baker Jr.
Email: robbaker@dot.ga.gov
Phone: 404-635-2837

If to GRANTEE: Effingham County Sheriff's Office
130 E. First Street
Springfield, GA 31329
ATTN: Captain Jamie Thompson
Email: jthompson@effinghamcounty.org
Phone: (912) 754-2449 ext. 4218

The date on which such notice is delivered will be deemed the date thereof. Either party may from time to time, by five (5) days' prior notice to the other party in writing, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

- K. **Relationship of the Parties.** The Parties acknowledge and agree that the neither is an agent, employee, assignee or servant of the other.
- L. **Compliance with Applicable Laws.** By execution of this Agreement, the undersigned certifies under penalty of law, on behalf of GRANTEE, that:
1. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with

- the State have been complied with in full and will not be violated in any respect throughout the term of the Agreement.
2. It shall comply with and shall require its contractors/suppliers to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR Part 200. Further, it shall comply and shall require its contractors/suppliers to comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
 3. It shall not discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.).
 4. It has read, understands and shall comply in full with the certifications set forth in Appendix C, *Certification of Compliances*, including the regulations for the Service Delivery Strategy law (O.C.G.A. § 36-70-20 et seq.) and the “State Audit Requirements” (O.C.G.A. § 36-81-7).
 5. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or Federal department or agency.
 6. The provisions of O.C.G.A. § 13-10-91, relating to the “Georgia Security and Immigration Compliance Act” as stated in Appendix A, “Georgia Security and Immigration Compliance Act Affidavit” have been complied with in full and will not be violated in any respect throughout the term of the Agreement.
 7. It shall comply with the State of Georgia’s Sexual Harassment Prevention Policy as described further in Appendix B.
 8. Pursuant to O.C.G.A. 50-5-85, it is not currently engaged in, and agrees that for the duration of this Agreement, will not engage in a boycott of Israel.
 9. The GRANTEE acknowledges and agrees that failure to comply with or complete the certifications set forth above, or the submission of a false certification shall result in the termination of this Agreement.
- M. **Exhibits and Appendices.** The Parties acknowledge that the following exhibits and appendices to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:
- | | |
|------------|---|
| Exhibit A | Description of Approved Equipment |
| Appendix A | Georgia Security and Immigration Compliance Act Affidavit |
| Appendix B | Certification of Compliance with the State of Georgia’s Sexual Harassment Prevention Policy |
| Appendix C | Certification of Compliances |
- N. **Miscellaneous.**

1. Assignment. This Agreement shall not be assigned by any party to any other person or entity whatsoever unless agreed to by the Parties.
2. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
3. Interpretation. The Parties stipulate that for good business reasons, each party has determined to negotiate, and each party has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either party because it drafted a particular provision, or the provision was for the party's benefit, or the party enjoyed a superior bargaining position.
4. No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
5. Risk Allocation. Each party shall conduct its own functions under this Agreement in accord with state law at its sole cost, risk and responsibility.
6. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
7. Governing Law. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law.
8. Personal Liability; Immunities. Nothing herein shall be construed as creating any individual or personal liability on the part of any of either party's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. Nothing contained in this Agreement shall be construed to be a waiver of a party's sovereign immunity or any individual's qualified, good faith or official immunities.
9. Execution in Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Parties had all signed the same document. All counterparts will be construed together and will constitute one Agreement.
10. Force Majeure. Neither party shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations

shall remain intact.

11. Authority/Signature. The individual signing this Agreement on behalf of each Party represents that (s)he has the actual authority to sign this Agreement on behalf of such Party, and to bind such Party to the terms and conditions of this Agreement.
12. Complete Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

[Signatures on the following page.]

IN WITNESS WHEREOF, said Parties have hereunto set their hand the day and year above first written.

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

BY: DocuSigned by:
Russell R McMurry
Commissioner 76D6577D00644FA...

EFFINGHAM COUNTY SHERIFF'S OFFICE

BY: DocuSigned by:
Jimmy McDuffie
Name: Jimmy McDuffie
Title: Sheriff

ATTEST:
DocuSigned by:
Angela A. White
Treasurer 74085B5B0FAC425...

Signed, sealed and delivered this 30th day of January, 2023, in the presence of

DocuSigned by:
Notary Public
2482A43235F045E...

EXHIBIT A**DESCRIPTION OF APPROVED EQUIPMENT**

<u>Equipment Item</u>	<u>Equipment Description</u>	<u>Unit Price (if applicable)</u>	<u>Item Quantity</u>	<u>Total Price (not to include sales tax or fees)</u>
High Visibility Breakaway Safety Vest M-2XL	Safety Vest (Visibility Enhanced Apparel) M-2XL Breakaway Lime Green w/ Reflective Trim	45.00	55	2475.00
Tactical Flashlight, 650 Lumens, w/ traffic directing cone attachment	Nightstick NSR-9924XL Rechargeable flash lights with orange traffic directing cone attachments.	118.00	55	6490.00
28" Collapsible Traffic Cones, set of 5	28" w/ 2 RFL Collars 5-pk pop-up Cone & LED Light	136.95	55	7532.25
Moon-Light Scene light	Large area LED scene light	1600.00	1	1600.00
LED Road Flare Kit, set of 6	Org LED Flare Kit 6-pcs. including Charge Case	109.95	10	1099.50
36" Traffic Control Sign "EMERGENCY SCENE AHEAD"	"EMERGENCY SCENE AHEAD" DT Roll Up Sign - 36" PINK SB Reflective Fold & Roll Sign System w/ Stand	289.00	2	578.00



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Effingham County Sheriff's Office
Address:	130 E. First Street, Springfield, GA 31329
Solicitation /Contract No./ Call No. or Project Description:	2021 TIME Task Force Grant

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with sub-Contractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

185295

01-28-2009

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Effingham County Sheriff's Office
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Jimmy McDuffie

Sheriff

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

DocuSigned by:



01-26-23

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON

DocuSigned by:



Notary Public

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[NOTARY SEAL]

July 29, 2023

My Commission Expires:

Revised 7-24-2018

DocuSigned by:



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APPENDIX “B”

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA’S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy (the “Policy”), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a section) <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s7reN0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

- (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

DocuSigned by:



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Signature: _____

Jimmy McDuffie

Name: _____

sheriff

Position: _____

Entity: Effingham County Sheriff's Office

APPENDIX "C"

CERTIFICATION OF

COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of Effingham County Sheriff's Office whose address is 130 E. First Street, Springfield, GA 31329, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

01-26-23

Date

DocuSigned by:



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Signature

Staff Report

Subject: Resolution Recognizing Thelma Goldwire
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 04/04/2023
Item Description: Consideration to approve Resolution#023-005 in recognition of Thelma Goldwire

Summary Recommendation:

Staff recommends approval of the request.

Executive Summary:

A request was received from Dr. Goldwire (Effingham County Magistrate Judge) for a Resolution honoring his mother's 100th birthday.

Background:

Mrs. Thelma Goldwire will be celebrating her centennial birthday on April 13, 2023. She was born April 13, 1923.

Alternatives for Commission to Consider:

1. Approve Resolution# 023-005 in recognition of Thelma Goldwire's 100th birthday
2. To not approve the resolution.

Recommended Alternative: Staff recommends Alternative 1

Other Alternatives: N/A

Department Review: Administration

Funding Source: No funding is required related to this request.

Attachments:

1. Resolution

RESOLUTION



Recognition of Mother Thelma Roper Goldwire 100th Birthday Celebration

WHEREAS, Mother Thelma Roper Goldwire was born on April 13, 1923 in Clyo, Georgia to Rev. Walter Roper and Sally Sarah Elizabeth Solomon Roper;

WHEREAS, she married the late Rubin Goldwire, Sr. in 1941 and 10 children were born, which she adored and cared for and designed and sewed clothing. She now also enjoys 33 grandchildren, 53 great- grandchildren and 25 great-great- grandchildren. Her love for her family is her greatest joy. She has traveled long distances for family events and nowadays she uses her iPad to FaceTime and Zoom to communicate with her loved ones and;

WHEREAS, Mother Goldwire is a member of Union Springs Methodist Church, Inc. in Springfield, Georgia where she serves as the Church Mother and participates on the following boards: Stewardess, Missionary, Auxiliary and Women of H.O.P.E and she also was a member of the Senior Citizens Choir and;

WHEREAS, Mother Goldwire was featured on WTOC-TV hometown heroes because of her service to the community. When she was able-bodied, she would often be seen driving others to the grocery store, to doctor appointments, work, and even driving neighborhood students to school if they missed the bus. Driving others to their destination was one of her favorite ways to give back. Now, she enjoys riding around Effingham County reminiscing of yesteryears and tracking the county's growth and development and;

WHEREAS, Mother Goldwire is a former employee of Effingham Health System, additionally, through the years, belonged to the following organizations: Effingham County NAACP, PTA of Effingham County Schools, Springfield Central High School Association, Inc., American Cancer Society, Heart Association of America, March of Dimes, and Effingham County Association for Developmental Disabilities. She was instrumental in helping to renovate the old Clyo Elementary School located on Fair Street, which became the Effingham Developmental Service Center, which provided programs for the developmentally handicap citizens of Effingham County and;

WHEREAS, Mother Goldwire believes in the value of education for everyone and always encourages both youth and adults to take advantage of every learning opportunity available. To this day, she proudly displays her certification of graduation from the seventh grade in 1941 from Taylor Chapel School. The completion of seventh grade during her school years were equal to the completion of today's schools twelfth grade and;

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of Effingham County, Georgia joins Mother Thelma Goldwire's family and friends in celebrating her 100th birthday. We stand appreciative of her life's work and her legacy.

FURTHER BE IT RESOLVED, a copy of this resolution will become part of the Effingham County archives.

Humbly submitted this 4th day of April, in the Year of our Lord, 2023.

Wesley Corbitt - Chairman

Forrest Floyd - 1st District

Roger Burdette - 2nd District

Jamie Deloach - 3rd District

Reginald Loper - 4th District

Phil Kieffer - 5th District



Staff Report

Subject: Assemblage Permit (Third District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: April 04, 2023
Item Description: Consideration to approve an Assemblage Permit for Sonja Hall-Johnson to hold a "Block Party" on Saturday, September 2, 2023 at 3:00PM. Located on Standard Lane. **Map# 366C Parcel# 15 through Map# 366C Parcel# 11B01**

Summary Recommendation

Staff recommends approval for an Assemblage Permit for Sonja Hall-Johnson to hold a "Block Party" on Saturday, September 2, 2023 at 3:00PM

Executive Summary/Background

- The event is a small scale community celebration of neighboring residents
- The applicant wishes to block access to Standard Lane from north of Oakton Drive to Wallace Drive.
- Closure of this 0.1 mile section of Standard Lane will allow residents to move about safely without the passage of commuter traffic.

Alternatives

1. Approve an Assemblage Permit for Sonja Hall-Johnson to hold a "Block Party" on Saturday, September 2, 2023 at 3:00PM with the following conditions:

1. The applicant will specify, and adhere to, an event conclusion time
2. The applicant will coordinate with the Sheriff's office and EOM for appropriate notification and signage.

2. Deny an Assemblage Permit for Sonja Hall-Johnson to hold a "Block Party" on Saturday, September 2, 2023 at 3:00PM.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Assemblage Permit Application

2. Site Map

APPLICANT NAME: Sanja Hall-Johnson
 MAILING ADDRESS: 514 Stokes Ave Rincón, Ga.
 PHONE: (912) 655-5841
 PIN# (FOR SITE LOCATION): Map# 366C-9A, 10A, 11B01 366-15, 56
366B-24, 25, 26, 27, 28, 29 Parcel# _____

ASSEMBLAGE PERMIT

Effingham County, Georgia

Permission is hereby granted to Sanja Hall-Johnson to hold a public gathering in the County of Effingham on September 2, 2023 at 3 am/pm. The gathering is to be held at said location known as Standard W. Springfield, Ga.

DESCRIPTION OF EVENT: Neighborhood reunion / Block party

SPECIAL CONDITIONS: Road block past Standard W. trailer park entrance to the Stop sign past Browns' Residence

WILL ALCOHOL BE SERVED DURING THIS EVENT? [] YES [☒] NO

WILL FIREARMS BE UTILIZED DURING THIS EVENT? [] YES [☒] NO

The information contained in this permit has been submitted to and approved by the Effingham County Board of Commissioners. Any changes in the date, time or location of said assembly shall be approved by the Effingham County Board of Commissioners. This permit is to be carried by the person in charge of the activity and is to be presented upon request.

 ZONING ADMINISTRATOR
 EFFINGHAM COUNTY

 DATE

DATE AUTHORIZED BY
 EFFINGHAM COUNTY BOARD OF COMMISSIONERS: _____

 County Clerk

CC: Effingham County Sheriff Department
 Effingham County Emergency Medical Services
 Volunteer Fire Department

Staff Report

Subject: Approval of a Technical Service Support Agreement with Stryker.

Author: Alison Bruton, Purchasing Agent

Department: Purchasing / EMS

Meeting Date: April 4, 2023

Item Description: Consideration to Approve a Technical Service Support Agreement with Stryker for EMS equipment.

Summary Recommendation: Staff recommends approval.

Executive Summary/Background:

- Effingham County EMS has a Service agreement with Stryker for LifePak devices, LUCAS and Power Cot devices (ending 6/30/2023).
- Stryker has proposed a three-year service agreement for all of the covered equipment and pro-rates pricing on newer products to create a coterminous end date for ease of renewal in the future.
- The total for the three-year Service Agreement is \$42,279.13 (annual payments of \$14,093.04.)

Alternatives for Commission to Consider

1. Board approval of the technical services support agreement.
2. Do not approve the technical services support agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing / EMS

Funding Source: EMS Budget

Attachments:

1. Agreement

Sales Rep Name: Laura Persons

ProCare Service Rep: Dan Godwin

3800 E. Centre Ave
Portage, MI 49009

Date: 3/9/2023

ID #: 230309143332

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num:

Shipping Acct Num: 1295905

Account Name Effingham County EMS

Account Address 285 W First St Ext

City, State Zip Springfield, GA 31329

Name: Wanda McDuffie

Title: Director

Phone: (912) 663-1747

Email: wmcduffie@effinghamcounty.org

PROCARE COVERAGE

Item No.	Model Number	Model Description	Serial Number	ProCare Program	Qty	Yrs				Total
1	6252	Stair Chair	1810010000249	EMS Prevent NB	1	1Yr 11.5Months				\$567.92
2	6506	Power Cots	2110020700298	EMS Prevent NB	1	1.11	Start 11/20/2023			\$1,371.90
3	6506	Power Cots	2206020700030	EMS PM Only	1	1Yr 11.5Months				\$610.00
4	6506	Power Cots	2206020700147	EMS PM Only	1	1Yr 11.5Months				\$610.00
5	6506	Power Cots	171241725	EMS Prevent NB	1	1Yr 11.5Months				\$2,308.88
6	6506	Power Cots	171241727	EMS Prevent NB	1	1Yr 11.5Months				\$2,308.88
7	6506	Power Cots	180140670	EMS Prevent NB	1	1Yr 11.5Months				\$2,308.88
8	LUCAS	LUCAS	35173722	LUCAS Prevent Onsite NB	1	1Yr 11.5Months				\$1,927.00
9	LUCAS	LUCAS	35174078	LUCAS Prevent Onsite NB	1	1Yr 11.5Months				\$1,927.00
10	LUCAS	LUCAS	35174157	LUCAS Prevent Onsite NB	1	1Yr 11.5Months				\$1,927.00
11	LUCAS	LUCAS	35174478	LUCAS Prevent Onsite NB	1	1Yr 11.5Months				\$1,927.00
12	LUCAS	LUCAS	35174479	LUCAS Prevent Onsite NB	1	1Yr 11.5Months				\$1,927.00
13	LUCAS	LUCAS	3520r528	LUCAS Prevent Onsite NB	1	1Yr 11.5Months				\$1,927.00
14	6252	Stair Chair	1911010000077	EMS Prevent NB	1	1Yr 11.5Months				\$567.92
15	6506	Power Cots	2111020700021	EMS Prevent NB	1	1Yr 11.5Months				\$2,132.03
16	6506	Power Cots	2206020700064	EMS PM Only	1	1.11	Start 11/20/2023			\$1,371.90
17	6506	Power Cots	171241724	EMS Prevent NB	1	1Yr 11.5Months				\$2,308.88
18	6506	Power Cots	171241726	EMS Prevent NB	1	1Yr 11.5Months				\$2,308.88
19	6506	Power Cots	171241728	EMS Prevent NB	1	1Yr 11.5Months				\$2,308.88
20	LP15	LifePak 15	44097113	LP15 Prevent Onsite NB	1	1Yr 11.5Months				\$2,848.88
21	LP15	LifePak 15	44095507	LP15 Prevent Onsite NB	1	1Yr 11.5Months				\$2,848.88
22	LP15	LifePak 15	44063925	LP15 Prevent Onsite NB	1	1Yr 11.5Months				\$2,848.88
23	LP15	LifePak 15	44094849	LP15 Prevent Onsite NB	1	1Yr 11.5Months				\$2,848.88
24	LP15	LifePak 15	44095553	LP15 Prevent Onsite NB	1	1Yr 11.5Months				\$2,848.88
25	LP15	LifePak 15	49239547	LP15 Prevent Onsite NB	1	1Yr 11.5Months				\$2,848.88

PROGRAM INCLUDES:		
EMS Prevent NB:		
*Includes parts, labor, travel *Includes 1 annual PM inspection *Includes unscheduled service and product equipment checklists. *Replacement parts do not include mattresses, batteries, and other Disposable or expendable parts.		
EMS PM Only:		
*Includes 1 annual PM only.		
LP15 Prevent Onsite NB:		
ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel - does not include batteries		
LUCAS Prevent Onsite NB:		
ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel - does not include batteries		
Unless otherwise stated on contract, payment is expected upfront.		
Annual Payments \$14,093.04		ProCare Total
See below for complete payment schedule		Discount
		FINAL TOTAL
		\$49,740.23
		15%
		\$42,279.20

Start Date: 7/1/2023
End Date: 6/15/2025

Stryker Signature

Date

Customer Signature

Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>
The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

COMMENTS:
Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com . All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure. **Quote pricing valid for 30 days.

PAYMENT SCHEDULE

<u>Date</u>	<u>Payment</u>		<u>Int Paid</u>		<u>Prin. Remaining</u>		<u>Balance</u>
Starting Balance						\$	42,279.13
7/1/2023	\$	14,093.04	\$	-	\$	28,186.09	\$ 28,186.09
7/1/2024	\$	14,093.04	\$	-	\$	14,093.04	\$ 14,093.04
7/1/2025	\$	14,093.04	\$	-	\$	-	\$ -

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	6252	1810010000249	EMS Prevent NB
2	6506	2110020700298	EMS Prevent NB
3	6506	2206020700030	EMS PM Only
4	6506	2206020700147	EMS PM Only
5	6506	171241725	EMS Prevent NB
6	6506	171241727	EMS Prevent NB
7	6506	180140670	EMS Prevent NB
8	LUCAS	35173722	LUCAS Prevent Onsite NB
9	LUCAS	35174078	LUCAS Prevent Onsite NB
10	LUCAS	35174157	LUCAS Prevent Onsite NB
11	LUCAS	35174478	LUCAS Prevent Onsite NB
12	LUCAS	35174479	LUCAS Prevent Onsite NB
13	LUCAS	3520r528	LUCAS Prevent Onsite NB
14	6252	1911010000077	EMS Prevent NB
15	6506	2111020700021	EMS Prevent NB
16	6506	2206020700064	EMS PM Only
17	6506	171241724	EMS Prevent NB
18	6506	171241726	EMS Prevent NB
19	6506	171241728	EMS Prevent NB
20	LP15	44097113	LP15 Prevent Onsite NB
21	LP15	44095507	LP15 Prevent Onsite NB
22	LP15	44063925	LP15 Prevent Onsite NB
23	LP15	44094849	LP15 Prevent Onsite NB
24	LP15	44095553	LP15 Prevent Onsite NB
25	LP15	49239547	LP15 Prevent Onsite NB

Purchase Order Form



Account Manager _____

Cell Phone _____

Purchase Order Date _____

Expected Delivery Date _____

Stryker Quote Number 230309143332

Check box if Billing same as Shipping ☐

BILL TO		CUSTOMER #	
Billing Account Num	0		
Company Name			
Contact or Department			
Street Address			
Addt'l Address Line			
City, ST ZIP			
Phone			

SHIP TO		CUSTOMER #	
Shipping Account Num	1295905		
Company Name	Effingham County EMS		
Contact or Department	Wanda McDuffie		
Street Address	285 W First St Ext		
Addt'l Address Line			
City, ST ZIP	Springfield, GA 31329		
Phone	(912) 663-1747		

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION		QTY	TOTAL
REFERENCE QUOTE	<input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____

Email _____

Phone _____

Stryker Terms and Conditions
<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name _____

Title _____

Signature _____

Date _____

Attachment Stryker Quote Number 230309143332

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

As of March 2020

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

Staff Report

Subject: Contract with Vertiv for UPS Maintenance Agreement

Author: Alison Bruton, Purchasing Agent; Jay Spinks, E-911 Director

Department: E-911

Meeting Date: April 4, 2020

Item Description: Approval of contract with Vertiv Services for UPS Maintenance Agreement

Summary Recommendation: Staff recommends approval of the Contract with Vertiv Services for UPS Maintenance Agreement

Executive Summary/Background:

- Vertiv has submitted the annual renewal proposal for the maintenance agreement for UPS Maintenance at the Effingham Multi-Agency Call Center, County radio tower sites (3) and 601 N Laurel St. in the amount of \$16,075.00.
- The UPS systems work in conjunction with emergency generators to provide power during service utility outages and spikes. Using battery power, these units serve to keep emergency communication equipment running until the generators can crank and reach full voltage output.
- This maintenance agreement covers routine maintenance to include checking battery levels and performance, cables, filters, and overall systems functioning. If battery replacement is needed, that's a separate charge that is also budgeted.
- Vertiv Services is the sole source vendor for service on Liebert Npower UPS units.

Alternatives for Commission to Consider

1. Board approval of the proposal with Vertiv Services for UPS Maintenance Agreement in the amount of \$16,075.00.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, Finance, E-911

Funding Source: Current Operating Budget

Attachments: Vertiv Agreement



Proposal for Service

Vertiv Corporation

1/13/2023
EFFINGHAM COUNTY

1/13/2023
EFFINGHAM COUNTY
CPQ-424912-1

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (770) 449-4010. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Morgan Berry

6775 Meadow Lane
Alpharetta, GA 30005

PHONE (770) 781-0431

EMAIL mberry@joepowell.com

Order CPQ-424912-1

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

Standard Maintenance Contracts:

Site#: 1144591, EFFINGHAM CNTY MACC 911

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1438895	SEALED BATTERY	37BP050XPXABNS	1	Essential 8x5 (03/15/2023) - (03/14/2024)	\$1,665.00
1438896	NPOWER 30-50	37SA050C0C6BA12	1	ESSENTIAL (03/15/2023) - (03/14/2024)	\$4,825.00
1438892	SEALED BATTERY	37BP050XPXBBL	1	Essential 8x5 (03/15/2023) - (03/14/2024)	\$1,665.00

Item Sub Total Price: \$8,155.00

Standard Maintenance Contracts:

Site#: 1144595, EFFINGHAM N RADIO TOWER

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1365007	NFINITY 4-16	NB20R0612600	1	ESSENTIAL (03/15/2023) - (03/14/2024)	\$1,980.00

Item Sub Total Price: \$1,980.00

Standard Maintenance Contracts:

Site#: 1144593, EFFINGHAM LANDFILL RADIO

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1339742	NFINITY 4-16	NB20R0612600	1	ESSENTIAL (03/15/2023) - (03/14/2024)	\$1,980.00

Item Sub Total Price: \$1,980.00

Standard Maintenance Contracts:
Site#: 1144597, EFFINGHAM S RADIO TOWER

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1549316	NFINITY 4-16	NB20C0612600	1	ESSENTIAL (03/15/2023) - (03/14/2024)	\$1,980.00

Item Sub Total Price: \$1,980.00

Standard Maintenance Contracts:
Site#: 1144565, EFFINGHAM CNTY ADMIN COMP

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1523970	NFINITY 4-16	NB20C0612600	1	ESSENTIAL (03/15/2023) - (03/14/2024)	\$1,980.00

Item Sub Total Price: \$1,980.00

Total price not including tax: \$16,075.00
any tax required must be included in customer purchase order
Payment Terms: Net 30 Days

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

ALL 3-PHASE MODELS

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.

VERTIV PROPRIETARY SERVICE TOOLS AND SOFTWARE

Vertiv Customer Engineers (CEs) are the only authorized, factory- trained and OEM-supported service providers for Vertiv equipment with access to Vertiv's proprietary service tools and software to ensure optimal equipment performance.

- Using proprietary software PPvis™, Paramset™, and WinSVT™ CEs apply Vertiv's knowledge base to diagnose, configure and optimize your Vertiv equipment.
- Vertiv is the only authorized source for critical proprietary firmware updates providing your equipment the latest version of operational firmware to ensure equipment is running at optimal performance and efficiency levels.
- Vertiv exclusively enables:
 - Access to OEM engineering support and product enhancements.
 - Optimized methods of procedure for efficient service supported by proprietary documentation.
 - Improved MTBR and MTTR.
 - Root cause forensic analysis.
 - Continual improvements with tested and certified updates for software and hardware improvements throughout the equipment's lifecycle.
 - CEs to be equipped with proprietary service documentation that provides access to the latest method of procedures and event data to return equipment online in the most efficient manner possible.
 - Benchmarking against the entire service population to identify service trends and provide solutions rapidly or before they occur, reducing or eliminating customer events and outages.

- Vertiv Service CEs are trained in NFPA 70E and OSHA best practices, and all processes and procedures strictly comply with NFPA 70E industry standards.

SERVICE PERFORMED

Annual Service

1. Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.
3. Check air filters for cleanliness. (if applicable)
4. Check rectifier and inverter snubber boards for discoloration.
5. Conduct diagnostic review with proprietary access to internal event logs.
6. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
7. Measure and record the dc float voltage at the UPS and at the battery
8. Measure and record the ripple voltage and current
9. Check power capacitors for swelling or leaking oil (if applicable).
10. Check power capacitors for swelling or leaking oil (if applicable).
11. Check for DC capacitor vent caps that have extruded more than 1/8" (if applicable).
12. Measure and record harmonic trap filter currents (if applicable).
13. Check the inverter and rectifier snubbers for burned or broken wires.
14. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
15. Check fuses on the DC capacitor deck for continuity (if applicable).
16. With customer approval, perform operational test of the system, including unit transfer and battery discharge.
17. Calibrate and record all electronics to system specifications.
18. Check or perform Engineering Field Change Notices (FCN) as necessary.
19. Measure and record all low-voltage power supply levels.
20. Record phase-to-phase input voltage and currents.
21. Record real and apparent power for each phase.
22. Review system performance with customer to address any questions and to schedule any repairs.

Battery Inspection Service - Performed During the UPS Annual PM Service

1. Check integrity of battery cabinet (if applicable).
2. Perform a visual inspection of the battery, battery cabinet or rack and battery room and note any deficiencies and recommendations.

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes batteries, air filters, proactive full bank capacitor replacement and fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.

Modular designed UPS systems may have less accessibility to listed “if applicable” checks above due to the design and usage of certain UPS systems.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

NFINITY

ESSENTIAL SERVICE PARTS NOT GUARANTEED - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer at the customer's convenience (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Parts are NOT Guaranteed. If a part is required to service the equipment and is available, it will be covered under this contract (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.

SERVICE PERFORMED

UPS Preventive Maintenance Service

1. Record the phase to phase input voltages.
2. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
3. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
4. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
5. Inspect for broken, brittle, damaged, or heat stressed components and cables.
6. Clean any foreign material and dust from internal compartments.
7. Perform a status check of alarm circuits.
8. Perform an operational test of the system including unit transfer to and from bypass.
9. Perform an operational test of the system including unit transfer to and from battery.

10. Install or perform Engineering Field Modifications including firmware revisions as necessary.
11. Return the system to normal load and verify the output voltage.
12. Review system performance with customer to address any system questions.

ASSUMPTIONS AND CLARIFICATIONS

Parts and labor for KVA or battery upgrades not included. Labor is included if performed during a scheduled PM.

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

STATIONARY BATTERY SYSTEMS

VRLA (SEALED) BATTERY

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

SERVICE PERFORMED

PM Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple voltage.
4. Measure and record overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.
10. Measure and record 100% of the cell temperatures.

11. Measure and record the float voltage of all cells.
12. Measure and record all internal Ohmic values.
13. Measure and record all battery connection Ohmic values, when applicable.
14. Provide a detailed written report noting any deficiencies and corrective action needed, taken, and/or planned.

Conditions for Single Jar Replacement Service for Lead Acid Batteries

1. The Customer is covered by an Essential or Preferred Contract.
2. The battery string is in overall good health as determined by Vertiv; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.
3. Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Vertiv Services.
4. Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

ASSUMPTIONS AND CLARIFICATIONS

Does not include labor for full-string replacement.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

Order Number: CPQ-424912-1
Purchase order must be assigned to:

Vertiv Corporation
1050 Dearborn Dr.
Columbus, OH 43085

Payment remittance address:

Vertiv Corporation
PO Box 70474
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed with signed proposal to:
Email: mberry@joepowell.com

EXCITING NEWS: On Sept. 1, 2018, we transitioned to Vertiv Corporation as our legal entity.
Visit <http://vertivco.com/legalentityinfo> for changes you may need to make.

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: ☐ Yes ☐ No

If PO **NOT** attached, please specify reason: _____

Invoice Delivery Method: ☐ Web Billing (Attach Instructions) ☐ Mail ☐ Other _____

☐ Accounts Payable Email _____ @ _____

Billing Contact Person: _____ Phone: _____

Email: _____ Fax #: _____

Bill-To Company Name: _____ Bill-To Address: _____

Federal Tax ID # _____ Bill-To City, ST Zip: _____

Tax Exempt: ☐ Yes (Attach tax exempt certificate) ☐ No

Site Services/IT Contact Person: _____ Phone: _____

**** COVERAGE DETAILS ****

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

Accepted By:

Morgan Berry 1/13/2023
Morgan Berry Date

X _____
Buyer Signature Required Date

X _____
Printed Name Phone

Vertiv Corporation
TERMS AND CONDITIONS OF SALE

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices. A service charge of \$19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of \$750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Place (DAP) basis, per Incoterms 2020, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2020, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes,

spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESELLER PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software.

In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods, Software or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software, and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made to order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries,

and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. **PRIVACY:** Seller will collect and process personal data of those employed by or otherwise affiliated with Buyer in accordance with Seller's "Privacy Notice for Customers and Suppliers – California" available here www.vertiv.com/ca-privacy (the "Notice"), which Notice the Buyer hereby acknowledges having received, read, and understood. In the event of any queries or concerns with its contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into this Agreement or the commencement of performance hereunder, in failure of which, the terms of the Notice will be deemed accepted and consented to in their entirety.

27. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

28. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

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Staff Report

Subject: Approval of Change Order 2 with E&D Contracting for Contract 22-25-006 for Road Improvements Construction at Freedom Trail

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: April 4, 2023

Item Description: Change Order 2 with E&D Contracting for Contract 22-25-006 for Road Improvements Construction at Freedom Trail

Summary Recommendation: Staff recommends approval of Change Order 2 with E&D Contracting for Contract 22-25-006 for Road Improvements Construction at Freedom Trail for an increase of \$3,500.00

Executive Summary/Background:

- E&D Contracting is under contract with Effingham County to perform road improvements in two areas, one being Freedom Trail.
- The original contract price in total was \$144,000.00, with the Freedom Trail portion being \$84,000.00. Change Order 1 was for a decrease to the contract cost of **(-\$8,770.00)**, making the Freedom Trail portion \$75,230.00. Change Order 2 requests an increase of \$3,500.00, bringing the Freedom Trail portion to \$78,730.00.

Alternatives for Commission to Consider

1. Approval of Change Order 2 with E&D Contracting for Contract 22-25-006 for Road Improvements Construction at Freedom Trail
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, Finance, County Manager

Funding Source:

Attachments: Change Order and Documentation

Change Order # 2

Project: Contract 22-25-006 – Road Improvements Construction

Contract Date: March 9, 2022

Change Order Effective Date: March 7, 2023

Change Order Issued to: E&D Contracting Services, Inc.
2001 Mills B Lane Blvd.
Savannah, Ga 31405

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

ITEM NO.	DESCRIPTION	Total
1	Additional 3" of GAB Freedom Lane	\$3,500.00
	TOTAL	\$3,500.00

The original Contract Sum was.....\$ 144,000.00

Net change by previously authorized Change Orders.....\$ **(-\$8,770.00)**

The Contract Sum prior to this Change Order was.....\$ 135,230.00

The Contract Sum will be increased by this Change Order.....\$ 3,500.00

The new Contract Sum including this Change Order will be.....**\$138,730.00**

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

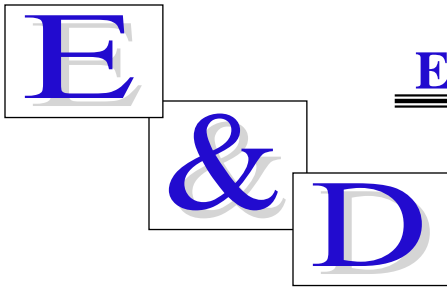
Contractor
 E&D Contracting Services, Inc.
 2001 Mills B Lane Blvd.
 Savannah, Ga 31405

By: _____

By: _____

Date: _____

Date: _____



E&D CONTRACTING SERVICES, INC.

General Contractors

*Specializing in Civil Construction, including Bridge Rehabilitation,
Water/Waste Water Rehabilitations, and Roadway Improvements.*

~~XXXXX~~

March 23, 2023

Angela Staley
Effingham County
804 South Laurel Street
Springfield, GA 31329

RE: Road Improvement Construction (Proposal for Additional 3" of GAB Freedom Lane)
Contract 22-25-006

Angela,

Whitaker Labs performed density testing on the sub-grade prior to the installation of GAB Base. The soil was deemed suitable but due to grade elevation differences it will require an additional 3" of GAB Base to be installed prior to paving.

Install Additional 3" of GAB Base	\$3,500.00
-----------------------------------	------------

We are requesting this amount be added to the contract.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Shepard'.

Mike Shepard
Secretary

A WOMAN OWNED BUSINESS ENTERPRISE

*2001 Mills B. Lane Blvd. Savannah, GA 31405
Phone (912) 234-5904 Fax (912) 233-0888*

Staff Report

Subject: Amendments to Part II, Chapter 34 – Flood Damage Prevention, *Section 34.5. Definitions; Section 34.82 Specific Standards; and Section 34.86 Standards for Subdivision.*

Author: Teresa Concannon, AICP, Planning Manager

Department: Development Services

Meeting Date: April 4, 2023

Item Description: Consideration to amend Part II, Chapter 34 – Flood Damage Prevention, *Section 34.5. Definitions; Section 34.82 Specific Standards; and Section 34.86 Standards for Subdivision.*

Summary Recommendation: In order to bring the Flood Damage Prevention ordinance into compliance with current FEMA requirements, staff recommends approval of amendments to Part II, Chapter 34 – Flood Damage Prevention, *Section 34.5. Definitions; Section 34.82 Specific Standards; and Section 34.86 Standards for Subdivision.*

Executive Summary/Background:

- In 2011, DNR conducted the first County Community Assistance Visit with staff. Following that visit, staff prepared an application to the Community Rating System (CRS).
- In 2013, FEMA accepted Effingham County into the CRS program, with a classification of 7. This classification means that flood insurance policy holders in the special flood hazard area (SFHA) receive a 15% discount.
- On February 7, 2023, staff were notified of a Community Assistance Visit, and instructed to submit information relating to the floodplain management program, including building regulations, building and land development permits, elevation certificates, development plans, and review and inspection procedures.
- Staff submitted required materials by March 1, 2023 for DNR flood map program staff review.
- On March 16, 2023, DNR conducted the Community Assistance Visit. A checklist review of county regulations was provided, and staff were advised to amend the Flood Damage Prevention ordinance to comply with FEMA requirements.

Alternatives for Commission to Consider

1. Approve amendment to Part II, Chapter 34 – Flood Damage Prevention, *Section 34.5. Definitions; Section 34.82 Specific Standards; and Section 34.86 Standards for Subdivision.*
2. Take no action.

Recommended Alternative: 1

Other Alternatives: N/A

Department Review: Development Services; County Attorney

Funding Source: N/A

Attachments:

1. Proposed revisions to Part II, Chapter 34 – Flood Damage Prevention, *Section 34.5. Definitions; Section 34.82 Specific Standards; and Section 34.86 Standards for Subdivision.*
2. NFIP – Community Floodplain Management Regulations Review Checklist.

NATIONAL FLOOD INSURANCE PROGRAM

COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS REVIEW CHECKLIST

Community Effingham County C.I.D. 130076 State Georgia

Reviewed by: Wingo Date of Review: 03/16/2023

Community Floodplain Management Regulations Reviewed by (circle one): FEMA State Other: (Agency Name) State Georgia

Reviewer's Determination: / x / The floodplain management regulations are compliant. // The floodplain management regulations are not compliant.

Approved by: _____ (FEMA only) Date of Approval: ____/____/____

The "Item Description" is a synopsis of the regulatory requirement and should not be construed as a complete description. Refer to the actual language contained in the National Flood Insurance Program Floodplain Management Regulations at Title 44 Code of Federal Regulations (CFR) Part 59 and 60 for the complete description of the required minimum criteria. Below the "Level of Regulations" column, you can indicate whether the community ordinance meets or exceeds the respective provision in the non-shaded areas.

Item Description (Section reference to the NFIP Regulations follows)	Applicable Ordinance Section/Comments
1. Citation of Statutory Authority	Sec. 34-1
2. Purpose section citing health, safety, and welfare reasons for adoption.	Sec. 34-3
3. Lands to which this ordinance applies	34-6
4. Adopt or reference correct Map and date. [60.3(b)] (If the community has an automatic adoption provision in its ordinance, is it valid?)	34-7, auto-adopt
5. Adopt or reference correct Flood Insurance Study and date. [60.3(c), (d), and/or (e)] (If the community has an automatic adoption provision in its ordinance, is it valid?)	34-7; auto-adopt
6. Framework for administering the ordinance (including permit system, establishment of the office for administering the ordinance, record keeping, etc.).	34-8 34-46
7. Abrogation and Greater Restriction section. (e.g., This Ordinance shall not in any way impair/remove the necessity of compliance with any other applicable laws, ordinances, regulations, etc. Where this Ordinance imposes a greater restriction, the provisions of this Ordinance shall control.)	34-10
8. Disclaimer of Liability section advising that the degree of flood protection required by the ordinance is considered reasonable but does not imply total flood protection.	34-12
9. Adequate enforcement provisions (including a violation and penalty section specifying actions the community will take to assure compliance).	34-13

NATIONAL FLOOD INSURANCE PROGRAM

COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS REVIEW CHECKLIST

Community Effingham County C.I.D. 130076 State Georgia

Reviewed by: Wingo Date of Review: 03/16/2023

Item Description (Section reference to the NFIP Regulations follows)	Applicable Ordinance Section/Comments
10. Require permits for all proposed construction or other development including placement of manufactured homes to determine whether such construction or development is in a floodplain. [60.3(a)(1)]; 60.3(A) Communities Only	34-8
11. Require permits for all proposed construction and other development within SFHAs. [60.3(b)(1)]; 60.3(B-E) Communities	34-47
12. Assure that all other State and Federal permits are obtained. [60.3(a)(2)]c(2)	34-49(2)
13. Review permits to assure sites are reasonably safe from flooding and require for new construction and substantial improvements in flood-prone areas [60.3(a)(3)]:	34-49(3)
14. In A Zones, in the absence of FEMA BFE data and floodway data, obtain, review, and reasonably utilize other BFE and floodway data as a basis for elevating residential structures to or above the base flood level, and for floodproofing or elevating non-residential structures to or above the base flood level. [60.3(b)(4)]	34-49(4)
15. Where BFE data are utilized in Zone A, obtain and maintain records of the lowest floor elevations for new and substantially improved construction. [60.3(b)(5)]	34-49(5)
16. Where BFE data are utilized in Zone A, obtain and maintain records of the floodproofing elevations for new and substantially improved construction. [60.3(b)(5)]	34-49(6)
17. In riverine areas, notify adjacent communities of watercourse alterations and relocations. [60.3(b)(6)]	34-49(9)
18. Maintain the carrying capacity of an altered or relocated watercourse. [60.3(b)(7)]	34-49(10)
19. Anchoring (including manufactured homes) to prevent flotation, collapse, or lateral movement of the structure. [60.3(a)(3)(i)]	34-81(1)
20. Use of flood-resistant materials. [60.3(a)(3)(ii)]	34-81(2)
21. Construction methods and practices that minimize flood damage. [60.3(a)(3)(iii)]	34-81(3)
22. Require, for all new construction and substantial improvements, that fully enclosed areas below the lowest floor that are used solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing the entry and exit of floodwaters in accordance with the specifications in 60.3(c)(5). (Openings requirement)	34-81(4)

NATIONAL FLOOD INSURANCE PROGRAM

COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS REVIEW CHECKLIST

Community Effingham County C.I.D. 130076 State Georgia

Reviewed by: Wingo Date of Review: 03/16/2023

Item Description (Section reference to the NFIP Regulations follows)	Applicable Ordinance Section/Comments
23. (d) Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities designed and/or located to prevent water entry to accumulation. [60.3(a)(3)(iv)]	34-81(5)
24. Require all manufactured homes to be elevated and anchored to resist flotation, collapse, or lateral movement. [60.3(b)(8)]	34-81(6) 34-82.(3).c
25. Require new and replacement water supply systems to be designed to minimize or eliminate infiltration. [60.3(a)(5) and 60.3(a)(6)]	34-81(7)
26. Require new and replacement sanitary sewage systems to be designed to minimize or eliminate infiltration. [60.3(a)(5) and 60.3(a)(6)]	34-81(8)
27. Require onsite waste disposal systems be designed to avoid impairment or contamination. [60.3(a)(6)(ii)]	34-81(9)
28. Require all new and substantially improve residential structures within AE and AH Zones have their lowest floor (including basement) elevated to or above the Base Flood Elevation. [60.3(c)(2)]	34-82(1)
29. Require that new and substantially improved non-residential structures within AE and AH Zones have their lowest floor elevated or floodproofed to or above the Base Flood Elevation. [60.3(c)(3)]	34-82(1) 34-82(2)
30. Require that for floodproofed non-residential structures, a registered professional engineer/architect certify that the design and methods of construction meet requirements at 60.3(c)(3)(ii). [60.3(c)(4)]	34-82(2)
31. Require that manufactured homes placed or substantially improved within AE and AH Zones, which meet one of the following location criteria, to be elevated such that the lowest floor is to or above the Base Flood Elevation and be securely anchored: (i) outside a manufactured home park or subdivision; (ii) in a new manufactured home park or subdivision; (iii) in an expansion to an existing manufactured home park or subdivision; (iv) on a site in an existing park which a manufactured home has incurred substantial damage as a result of a flood. [60.3(c)(6)]	34-82.(3).a
32. In AE and AH Zones, require that manufactured homes to be placed or substantially improved in an existing manufactured home park to be elevated so that: (i) the lowest floor is at or above the Base Flood Elevation; OR	34-82.(3).b

NATIONAL FLOOD INSURANCE PROGRAM

COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS REVIEW CHECKLIST

Community Effingham County C.I.D 130076 State Georgia

Reviewed by: Wingo Date of Review: 03/16/2023

Item Description (Section reference to the NFIP Regulations follows)	Applicable Ordinance Section/Comments
(ii) the chassis is supported by reinforced piers no less than 36 inches in height above grade and securely anchored. [60.3(c)(12)]	
33. In AE and AH Zones, all recreational vehicles to be placed on a site must (i) be elevated and anchored; OR (ii) be on the site for less than 180 consecutive days; OR (iii) be fully licensed and highway ready. [60.3(c)(14)]	34-82.(3).d
34. Designate a regulatory floodway which will not increase the Base Flood level more than 1 foot. [60.3(d)(2)]	34-82.(4)
35. In a regulatory floodway, prohibit any encroachment, unless hydrologic and hydraulic analyses prove that the proposed encroachment would not cause an increase in flood levels during the Base Flood discharge. [60.3(d)(3)]	34-82.(4).a
36. Until a regulatory floodway is designated, no encroachment may increase the Base Flood level more than 1 foot. [60.3(c)(10)]	34-83.(2) 34-84(1)
37. In AO Zones, require that new and substantially improved <u>residential</u> structures have their lowest floor (including basement) to or above the highest adjacent grade at least as high as the FIRM's depth number. [60.3(c)(7)]	34-85(1)
38. In AO Zones, require new and substantially improved non-residential structures have their lowest floor elevated or completely floodproofed above the highest adjacent grade to at least as high as the depth number on the FIRM. [60.3(c)(8)]	34-85(1) 34-85(2)
39. In Zones AO and AH, require drainage paths around structures on slopes to guide water away from structures. [60.3(c)(11)]	34-85(3)
40. In VE Zones, obtain and maintain the elevation of the bottom of the lowest horizontal structural member of the lowest floor of all new and substantially improved structures. [60.3(e)(2)]	NA
41. All new construction must be landward of mean high tide. [60.3(e)(3)]	NA
42. In VE Zones, require that all new construction and substantial improvements: Are elevated and secured to anchored pilings or columns so that the bottom of the lowest horizontal structural member is at or above the Base Flood Elevation. [60.3(e)(4)]	NA
43. A registered professional engineer/architect certify that the design and methods of construction meet elevation and anchoring requirements at 60.3(e)(4)(i) and (ii). [60.3(e)(4)]	NA

NATIONAL FLOOD INSURANCE PROGRAM

COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS REVIEW CHECKLIST

Community Effingham County C.I.D. 130076 State Georgia

Reviewed by: Wingo Date of Review: 03/16/2023

Item Description (Section reference to the NFIP Regulations follows)	Applicable Ordinance Section/Comments
44. Have the space below the lowest floor either free of obstruction or constructed with breakaway walls. Any enclosed space shall be used solely for parking, building access, or storage. [60.3(e)(5)]	NA
45. Prohibit use of fill for structural support. [60.3(e)(6)]	MA
46. Prohibit alterations of sand dunes and mangrove stands, which would increase potential flood damage. [60.3(e)(7)]	NA
47. Require that manufactured homes placed or substantially improved within VE Zones, which meet one of the following location criteria, meet the V Zone standards in 60.3(e)(2) through (e)(7): (i) outside a manufactured home park or subdivision; (ii) in a new manufactured home park or subdivision; (iii) in an expansion to an existing manufactured home park or subdivision; (iv) on a site in an existing park which a manufactured home has incurred substantial damage as a result of a flood. [60.3(e)(8)]	NA
48. In VE Zones, require that manufactured homes to be placed or substantially improved in an existing manufactured home park to be elevated so that the lowest floor is at or above the Base Flood Elevation; OR the chassis is supported by reinforced piers that are not less than 36 inches in height above grade and securely anchored. [60.3(e)(8)(iv)]	NA
49. In VE Zones, all recreational vehicles to be placed on a site must: (i) be elevated and anchored; OR (ii) be on the site for less than 180 consecutive days; OR (iii) be fully licensed and highway ready. [60.3(e)(9)]	NA
50. Review subdivision proposals and other development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding [60.3(a)(4)].	34-49.(3)
51. If a subdivision or other development proposal is in a flood-prone area, assure that: Such proposals minimize flood damage. [60.3(a)(4)(i)]	34-86.(1) See Comments
52. Public utilities and facilities are constructed so as to minimize flood damage. [60.3(a)(4)(ii)]	34-86.(2)
53. Adequate drainage is provided. [60.3(a)(4)(iii)]	34-86(3)

NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS REVIEW CHECKLIST

Community Effingham County C.I.D. 130076 State Georgia

Reviewed by: Wingo Date of Review: 03/16/2023

Item Description (Section reference to the NFIP Regulations follows)				Applicable Ordinance Section/Comments
54. Require base flood elevation data for subdivision proposals or other developments greater than 50 lots or 5 acres. [60.3(b)(3)]				34-86(4)
55. Variance section with evaluation criteria and insurance notice. [60.6(a)]				34-50
56. Definitions: [59.1]				Sec. 34-5
<input checked="" type="checkbox"/>	Appeal	<input checked="" type="checkbox"/>	Highest adjacent grade	Please see comments for: Building Elevated Building
<input checked="" type="checkbox"/>	Area of Special Flood Hazard	<input checked="" type="checkbox"/>	Historic Structures	
<input checked="" type="checkbox"/>	Base Flood	<input checked="" type="checkbox"/>	Lowest Floor	
<input checked="" type="checkbox"/>	Base Flood Elevation	<input checked="" type="checkbox"/>	Manufactured Home	
<input checked="" type="checkbox"/>	Basement	<input checked="" type="checkbox"/>	Manufactured Home Park or Subdivision	
<input checked="" type="checkbox"/>	Building	<input checked="" type="checkbox"/>	New Construction/Existing Construction	
<input checked="" type="checkbox"/>	Development	<input checked="" type="checkbox"/>	New Manufactured Home Park or Subdivision	
<input checked="" type="checkbox"/>	Existing manufactured home park or subdivision	<input checked="" type="checkbox"/>	Recreational Vehicle	
<input checked="" type="checkbox"/>	Expansion to an existing manufactured home park/ subdivision	<input checked="" type="checkbox"/>	Start of Construction	
<input checked="" type="checkbox"/>	Flood Insurance Rate Map	<input checked="" type="checkbox"/>	Structure	
<input checked="" type="checkbox"/>	Flood Insurance Study	<input checked="" type="checkbox"/>	Substantial Damage	
<input checked="" type="checkbox"/>	Floodproofing	<input checked="" type="checkbox"/>	Substantial Improvement	
<input checked="" type="checkbox"/>	Floodway	<input checked="" type="checkbox"/>	Violation	
57. Severability section. (e.g., If any section, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court, the remainder of the ordinance shall not be affected.)				Section 1-6
58. Effective Date: Adoption Date:				March 3, 2015
59. Signature of Appropriate Official and Certification Official.				Municode
60. Public hearing (State/local laws may require hearings) Publication (State/local laws may require public notices)				

Comments:

NATIONAL FLOOD INSURANCE PROGRAM

COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS REVIEW CHECKLIST

Community Effingham County C.I.D. 130076 State Georgia

Reviewed by: Wingo Date of Review: 03/16/2023

--Add "and/or Development Proposals" to title for Section 34-86 when possible

-Add "and shall be reasonably safe from flooding" to Section 34-86.(1) when possible

-Replace definition of "Building" with see structure when possible

-Remove "fill" from the definition for Elevated Building when possible

-For CRS communities, Section 34-82.(3).b should replace "or" with and so that the section reads:

Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision may be elevated so that either:

1. The lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation; **and**
2. The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.

AMENDMENT TO PART II
OF THE EFFINGHAM COUNTY CODE OF ORDINANCES

AN ORDINANCE TO AMEND PART II OF THE EFFINGHAM COUNTY CODE OF ORDINANCES
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:

The following shall be revised in **Part II, Chapter 34 Flood Damage Prevention, Section 34.5 Definitions:**

Building ~~means any structure built for support, shelter, or enclosure for any occupancy or storage~~ (see **Structure**).

Elevated building means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of ~~fill~~, solid foundation perimeter walls, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

The following shall be revised in **Part II, Chapter 34 Flood Damage Prevention, Section 34.82(3) Specific Standards:**

- b. Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision may be elevated so that ~~either~~:
 - 1. The lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation; ~~or~~ **and**
 - 2. The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.

The following shall be revised in **Part II, Chapter 34 Flood Damage Prevention, Section 34.86 Standards for Subdivisions:**

Sec. 34-86. Standards for subdivisions **and/or development proposals.**

For the purposes this section, "subdivisions" shall include only major subdivisions as defined in the subdivision regulations (appendix B), and "development" shall not include those activities exempt under the development plan ordinance (appendix E).

- (1) All subdivision and/or development proposals shall be consistent with the need to minimize flood damage, **and shall be reasonably safe from flooding;**

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

This ____ day of _____, 20__.

BOARD OF COMMISSIONERS,
EFFINGHAM COUNTY, GEORGIA

BY: _____
CHAIRMAN

ATTEST:

STEPHANIE JOHNSON
EFFINGHAM COUNTY CLERK

FIRST READING _____

SECOND READING _____

Staff Report

Subject: GITC ROW Dedication (Fifth District)
Author: Teresa Concannon, AICP, Planning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: Consideration to accept two road segments and associated right-of-way, easements, and utilities infrastructure consisting of water distribution, wastewater collection and storm drainage conveyance systems at the Georgia International Trade Center. **Map#466D Parcel #1C** and **Map #466D Parcel #8** in the **Fifth District**.

Summary Recommendation:

Staff have reviewed the plat, and inspected the roads and utilities infrastructure identified in the warranty deed, and recommend approval.

Executive Summary/Background:

- GITC's contractors have installed roads and utilities infrastructure, and are selling development sites.
- EOM inspected the right of way and all infrastructure located within the right of way, and recommend approval.
- Staff reviewed the plat. All documents are in order, and consistent with zoning, plans, and plats approved previously.
- EOM reviewed the bond recommendation, and approved the bond for \$92,853 for road segment 2C, and \$60,672.80 for road segment 2A, which represents 10% of the total cost of water, sewer, and storm drainage infrastructure and paving for these road segments.
- The County Attorney reviewed and approved the warranty deeds.

Alternatives for Commission to Consider

- 1 - Approve the dedication of right of way, and accept the roads, water, sewer, and stormwater infrastructure identified in the warranty deeds.
- 2 – Take no action.

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: Development Services; EOM; County Attorney

Funding Source: No new funding requested.

Attachments:

1. Plat
2. Warranty Deed – 2A
3. Warranty Deed – 2C
4. Bond – 2A
5. Bond – 2C

STATE OF GEORGIA)
)
 COUNTY OF EFFINGHAM)

**WARRANTY DEED
 FOR ROAD, WATER AND SEWER UTILITIES**

THIS INDENTURE made this ____ day of _____, 2022, by and between **SFG CH MASTER DEVCO, LLC**, a Georgia limited liability company, as Party of the First Part, hereinafter referred to as Grantor, and the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of 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, Grantors have granted, bargained, sold conveyed and confirmed, and by these presents do grant, bargain, sell, convey and confirm unto the said Grantee the following described property:

All that certain tract or parcel of land containing (+/-) 3.929 acres and being in the 9th Georgia Militia District, Effingham County, Georgia, and being more particularly described as "TRADE CENTER BOULEVARD (PUBLIC VARIABLE RIGHT OF WAY)" on that certain plat titled, "A Subdivision of Trade Center Boulevard and Parcel 2C Georgia International Trade Center" dated _____, 2022 and recorded in Plat Book ____, Page ____, Effingham County, Georgia Records.

AND

All that certain tract or parcel of land containing (+/-) 1.967 acres and being in the 9th Georgia Militia District, Effingham County, Georgia, and being more particularly described as "TRADE CENTER BOULEVARD (PUBLIC VARIABLE RIGHT OF WAY)" on that certain plat titled, "A Subdivision of Trade Center Boulevard and Parcel 2C Georgia International Trade Center" dated _____, 2022 and recorded in Plat Book ____, Page ____, Effingham County, Georgia Records.

TOGETHER WITH the installed water and sanitary sewer systems and drainage improvements located within said rights-of-way and public easements, all located within Georgia International Trade Center, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes but specifically excluding any sewer laterals, detention ponds, common areas, and any portion of the water system from the water meter to any commercial building.

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, drainage easements, including the right to ingress and egress over the easements, all located within Georgia International Trade Center, 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 has hereunto set its hand and seal, on the day and year first above written.

Signed, seal and delivered in the presence of:

SFG CH MASTER DEVCO, LLC,
a Georgia limited liability company

Hannah Hope
Witness
Printed Name: Hannah Hope

By: Neal Moskowitz (SEAL)
Name: Neal Moskowitz
Title: Vice President

Geraldine Harris
Notary Public

My commission expires: 7-27-25



ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2022.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: _____

ATTEST: _____

Signed, sealed and delivered in the
presence of:

Witness

Notary Public

STATE OF GEORGIA)
)
 COUNTY OF EFFINGHAM)

**WARRANTY DEED
 FOR ROAD, WATER AND SEWER UTILITIES**

THIS INDENTURE made this 15th day of March, 2023, by and between **SAVANNAH TRADE CENTER IND II LLC**, a Delaware limited liability company, as Party of the First Part, hereinafter referred to as Grantor, and the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of 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, Grantors have granted, bargained, sold conveyed and confirmed, and by these presents do grant, bargain, sell, convey and confirm unto the said Grantee the following described property:

All that certain tract or parcel of land containing (+/-) 1.908 acres and being in the 9th Georgia Militia District, Effingham County, Georgia, and being more particularly described as "TRADE CENTER BOULEVARD (PUBLIC 80' RIGHT OF WAY)" on that certain plat titled, "A Subdivision of Trade Center Boulevard and Parcel 2C Georgia International Trade Center" dated July 28, 2022 and recorded in Plat Book ____, Page ____, Effingham County, Georgia Records.

TOGETHER WITH the installed water and sanitary sewer systems and drainage improvements located within said rights-of-way and public easements, all located within Georgia International Trade Center, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes but specifically excluding any sewer laterals, detention ponds, common areas, and any portion of the water system from the water meter to any commercial building.

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, drainage easements, including the right to ingress and egress over the easements, all located within Georgia International Trade Center, 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 has hereunto set its hand and seal, on the day and year first above written.

Signed, seal and delivered in the presence of:

SAVANNAH TRADE CENTER IND II LLC,
a Delaware limited liability company

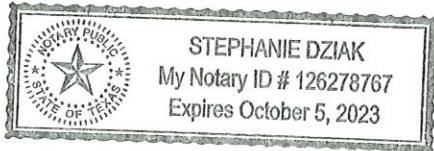
Malerie Harding
Witness
Printed Name: Malerie Harding

By: Savannah Trade Center IND Portfolio
Holdings, Inc., a Florida corporation,
its manager

Stephanie Dziak
Notary Public

By: [Signature] (SEAL)
Name: Duncan Walker
Title: Vice President

My commission expires: 10/5/2023



ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2023.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: _____

ATTEST: _____

Signed, sealed and delivered in the
presence of:

Witness

Notary Public

MAINTENANCE BOND

BOND NO: 107774277

Know all men by these presents that we Omega Construction, Inc.
Principal, and Travelers Casualty and Surety Company of America a corporation organized under the laws of the State of Georgia and duly authorized to transact business in the State of **Georgia**, as surety, are held and firmly bound unto **Effingham County** as Obligee in the sum of Sixty Thousand Six Hundred Seventy Two and 80/100 Dollars (\$60,672.80). for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas the principal has agreed to provide a maintenance bond for:

Project Name GITC 2A ROW *Parcel ID#* 0466000000010000

Project Location 6652 Hwy. 21 S, Rincon, GA 31326

Contact Name Greg Marshall

Phone# 336-701-1100

Mailing Address 1100 South Stratford Road, Building C, Suite 110, Winston-Salem, NC 27103

Email Address GregM@omegaconstruction.com

This Maintenance Bond is issued to assure the maintenance of required improvements and installations after the approval of a final plat.

This bond shall have a term of 12 months commencing on March 7, 2023 and shall be automatically renewed unless provided with written release by the Obligee.

Now, therefore, the condition of this obligation is such that if the Principal and Surety shall indemnify the Obligee for all damage that the Obligee may sustain by reason of the Principal's failure to **maintain all required improvements and installations as described above**, then this obligation shall be void, otherwise it shall remain in force until released by the Obligee.

GEORGIA

[Signatures on Following Page]

Signed, sealed and dated this February 9 day of 2023

Witness

Wade W. Lewis

Omega Construction, Inc.

Type name of business entity, if applicable

By: [Signature]

PRINCIPAL

Type Name: D. Greg Marshall

Type Title: Senior Vice President/Secretary

Date: February 9, 2023



Witness

Erin Ritter
Erin Ritter

Travelers Casualty and Surety Company of America

Type name of business entity, if applicable

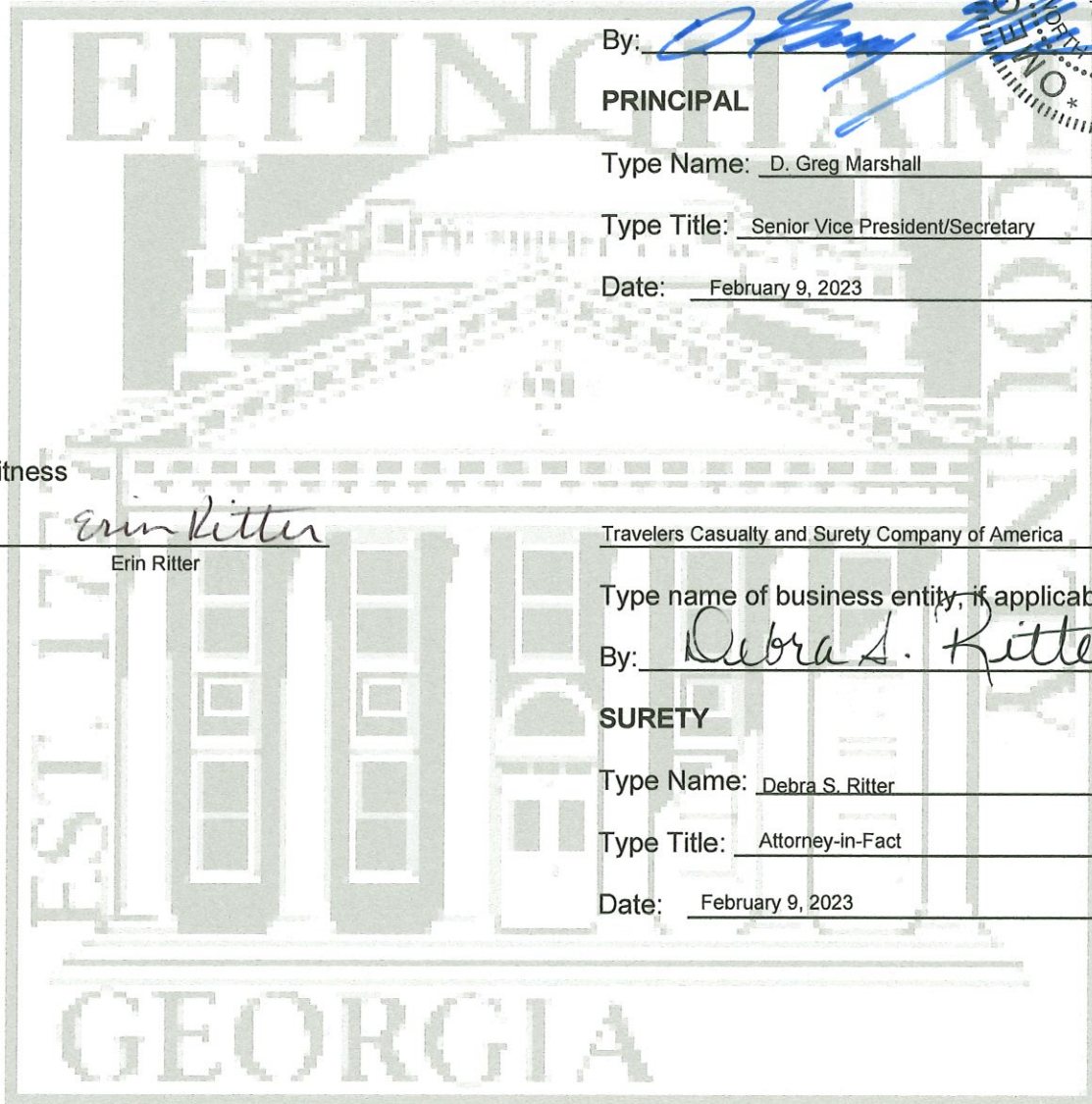
By: Debra S. Ritter

SURETY

Type Name: Debra S. Ritter

Type Title: Attorney-in-Fact

Date: February 9, 2023





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Debra S. Ritter** of **CHARLOTTE**, **North Carolina**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **February**, **2023**.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

MAINTENANCE BOND

BOND NO: 107774278

Know all men by these presents that we Omega Construction, Inc.
Principal, and Travelers Casualty and Surety Company of America a corporation organized under the
laws of the State of Georgia and duly authorized to transact business in the State of **Georgia**,
as surety, are held and firmly bound unto **Effingham County** as Obligee in the sum of
Ninety Two Thousand Eight Hundred Fifty
Three and 00/100 Dollars (\$92,853.00). for the payment whereof well and truly to be made, the Principal and the
Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

Whereas the principal has agreed to provide a maintenance bond for:

Project Name GITC 2C ROW *Parcel ID#* _____
Project Location 2016 Trade Center Blvd., Rincon, GA 31326
Contact Name Greg Marshall *Phone#* 336-701-1100
Mailing Address 1100 South Stratford Road, Building C, Suite 110, Winston-Salem, NC 27103
Email Address GregM@omegaconstruction.com

This Maintenance Bond is issued to assure the maintenance of required improvements and installations after the approval of a final plat.

This bond shall have a term of 12 months commencing on March 7, 2023 and shall be automatically renewed unless provided with written release by the Obligee.

Now, therefore, the condition of this obligation is such that if the Principal and Surety shall indemnify the Obligee for all damage that the Obligee may sustain by reason of the Principal's failure to **maintain all required improvements and installations as described above**, then this obligation shall be void, otherwise it shall remain in force until released by the Obligee.

[Signatures on Following Page]

Signed, sealed and dated this February 9 day of 2023

Witness

Wade W. Lewis

Omega Construction, Inc.

Type name of business entity, if applicable

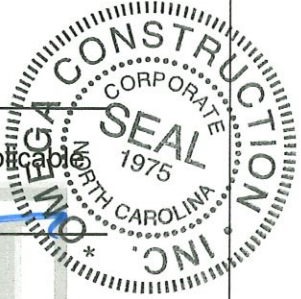
By: [Signature]

PRINCIPAL

Type Name: D. Greg Marshall

Type Title: Senior Vice President/Secretary

Date: February 9, 2023



Witness

Erin Ritter

Erin Ritter

Travelers Casualty and Surety Company of America

Type name of business entity, if applicable

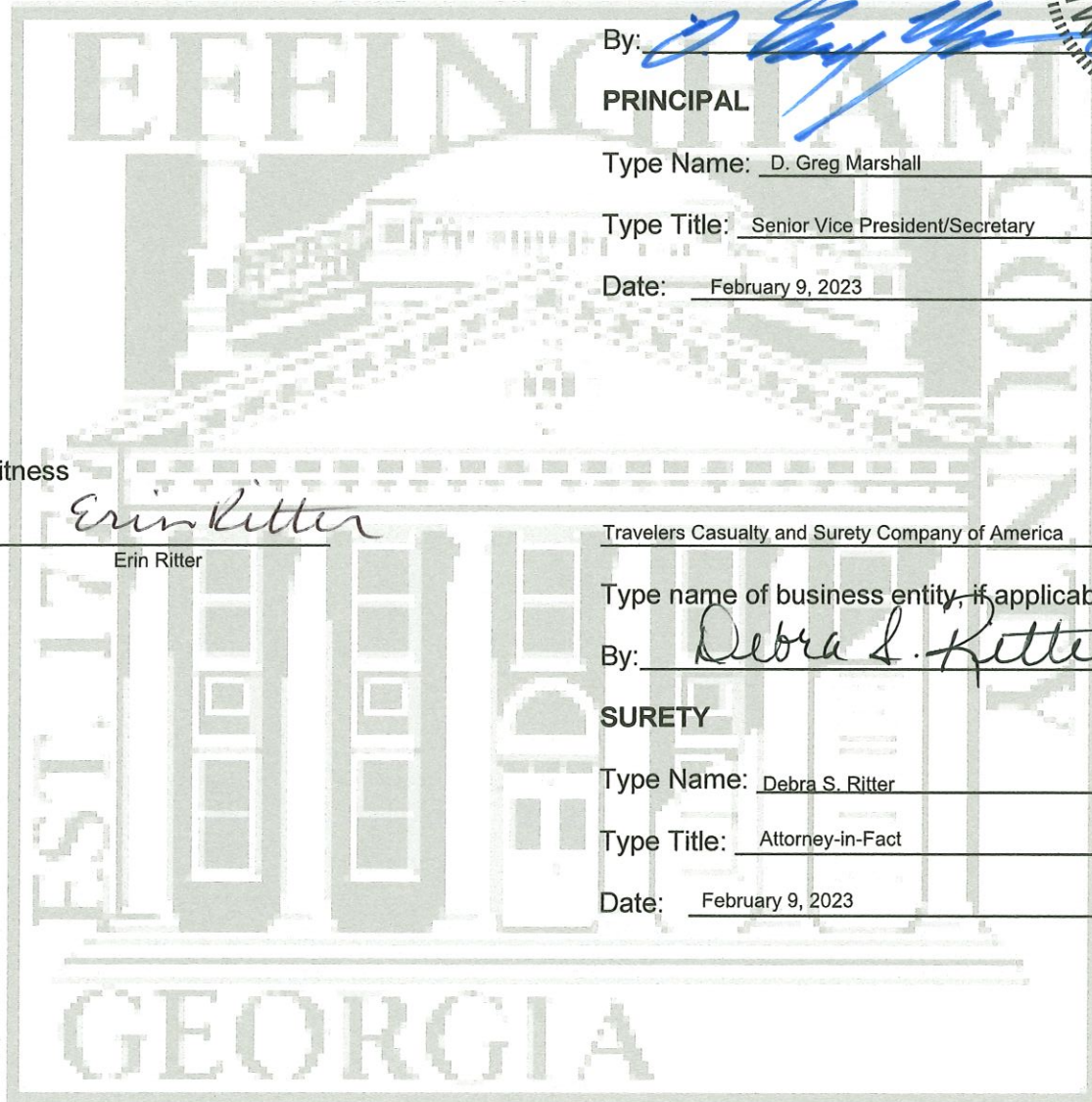
By: Debra S. Ritter

SURETY

Type Name: Debra S. Ritter

Type Title: Attorney-in-Fact

Date: February 9, 2023





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Debra S. Ritter** of **CHARLOTTE, North Carolina**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of February, 2023.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Staff Report

Subject: Rezoning (First District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: **Jeffery Fordham & Jeffery Fordham** as Agent for **Lois & Otto Deidrich** requests to **rezone** 3.9 acres from **AR-1** to **AR-2** to allow for a recombination of adjacent parcels. Located on Seventh Avenue. **Map# 330A Parcels# 19G & 23G**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 3.9 acres from **AR-1** to **AR-2** to allow for a recombination of adjacent parcels, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The proposed recombination will enlarge Parcel# 23G, allowing for an accessory structure to be contained within the correct property lines.
- Because neither of the proposed lots will meet the 5-acre minimum required for the AR-1 zoning district, the entire 3.9 acres must be rezoned.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval, with conditions:
 1. The lot shall meet the requirements of the AR-2 zoning district.
 2. All wetland impacts must be approved and permitted by USACE.
 3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Mr. Alan Zipperer, and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 3.9 acres from **AR-1** to **AR-2**, with the following conditions:
 1. The lots shall meet the requirements of the AR-2 zoning district.
 2. All wetland impacts must be approved and permitted by USACE.
 3. Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.

2. **Deny** the request to **rezone** 1 of 3.9 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

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

ATTACHMENT A – REZONING AMENDMENT APPLICATIONApplication Date: 2/7/23Applicant/Agent: Jeffery FordhamApplicant Email Address: Jeff@JFCCO.comPhone # (912) 6573225Applicant Mailing Address: 2328 Fort argyle RdCity: Bloomington State: GA Zip Code: 31302Property Owner, if different from above: Jeff Fordham
*Include Signed & Notarized Authorization of Property Owner*Owner's Email Address (if known): Jeff@JFCCO.comPhone # (912) 6573225Owner's Mailing Address: 190 7th StCity: Meltdrim State: GA Zip Code: 31318Property Location: 190 7th StProposed Road Access: 5th St + 7th St.Present Zoning of Property: AR-1 Proposed Zoning: AR-2Tax Map-Parcel # 330A-196+236 Total Acres: 3.9 Acres to be Rezoned: 3.9Lot Characteristics: Residence**WATER**☒ Private Well☐ Public Water System**SEWER**☒ Private Septic System☐ Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: Does not meet AR-1 minimum of 5 acres.

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

North _____ South _____ East _____ West _____

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

Residential

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

yes

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

Residential

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

Residential

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

No change of use

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No

Applicant Signature:

Tracy Fordham
(for Jeffery Fordham)

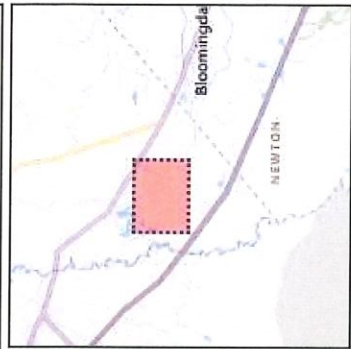
Date

2/7/23

SCALE: 1" = 60'

An aerial photograph of a residential neighborhood with yellow property lines overlaid. A central parcel, labeled 330A-19G, is outlined in red. The map includes various street names such as 'HAWASSEE AVE', 'CENTRAL AVE', 'SEVEN ST', and 'OCEANVIEW AVE'. Numerous lot numbers are visible, including 330-1, 330-2, 330-3, 330-4, 330-5, 330-6, 330-7, 330-8, 330-9, 330-10, 330-11, 330-12, 330-13, 330-14, 330-15, 330-16, 330-17, 330-18, 330-19, 330-20, 330-21, 330-22, 330-23, 330-24, 330-25, 330-26, 330-27, 330-28, 330-29, 330-30, 330-31, 330-32, 330-33, 330-34, 330-35, 330-36, 330-37, 330-38, 330-39, 330-40, 330-41, 330-42, 330-43, 330-44, 330-45, 330-46, 330-47, 330-48, 330-49, 330-50, 330-51, 330-52, 330-53, 330-54, 330-55, 330-56, 330-57, 330-58, 330-59, 330-60, 330-61, 330-62, 330-63, 330-64, 330-65, 330-66, 330-67, 330-68, 330-69, 330-70, 330-71, 330-72, 330-73, 330-74, 330-75, 330-76, 330-77, 330-78, 330-79, 330-80, 330-81, 330-82, 330-83, 330-84, 330-85, 330-86, 330-87, 330-88, 330-89, 330-90, 330-91, 330-92, 330-93, 330-94, 330-95, 330-96, 330-97, 330-98, 330-99, 330-100. The map also shows a large body of water in the upper left and a smaller pond in the lower right. A copyright notice for 'All EarthView Technology Corporation' is visible in the bottom right corner.

330a-19G & 23G



- Legend**
- Address Points
 - Tax Parcels With Labels
 - Zoning
 - AR-1
 - AR-2
 - R-1
 - R-2
 - R-3
 - R-4
 - R-5
 - R-6
 - B-1
 - B-2
 - B-3
 - I-1
 - FH
 - CP
 - PD
 - Other
 - Road Names
 - Road Centerlines

This map is a user generated static output from rightspot.spateng.com website and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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 **Jeffery Fordham & Jeffery Fordham as Agent for Lios & Otto Diederich – (Map # 330A Parcels # 19G & 23G)** from **AR-1** to **AR-2** zoning.

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

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EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant **Jeffery Fordham & Jeffery Fordham as Agent for Lios & Otto Diederich – (Map # 330A Parcels # 19G & 23G)** from AR-1 to AR-2 zoning.

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

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EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant **Jeffery Fordham & Jeffery Fordham as Agent for Lios & Otto Diederich** – (Map # 330A Parcels # 19G & 23G) from **AR-1** to **AR-2** zoning.

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

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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 **Jeffery Fordham & Jeffery Fordham as Agent for Lios & Otto Diederich** – (Map # 330A Parcels # 19G & 23G) from AR-1 to AR-2 zoning.

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

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: Jeffery Fordham & Jeffery Fordham as Agent for Lois & Otto Deidrich requests to **rezone** 3.9 acres from **AR-1** to **AR-2** to allow for a recombination of adjacent parcels. Located on Seventh Avenue. **Map# 330A Parcels# 19G & 23G**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 3.9 acres from **AR-1** to **AR-2** to allow for a recombination of adjacent parcels, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The proposed recombination will enlarge Parcel# 23G, allowing for an accessory structure to be contained within the correct property lines.
- Because neither of the proposed lots will meet the 5-acre minimum required for the AR-1 zoning district, the entire 3.9 acres must be rezoned.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval, with conditions:
 1. The lot shall meet the requirements of the AR-2 zoning district.
 2. All wetland impacts must be approved and permitted by USACE.
 3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Mr. Alan Zipperer, and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 3.9 acres from **AR-1** to **AR-2**, with the following conditions:
 1. The lots shall meet the requirements of the AR-2 zoning district.
 2. All wetland impacts must be approved and permitted by USACE.
 3. Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.

2. **Deny** the request to **rezone** 1 of 3.9 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
330A-19G&23G

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
330A-19G&23G

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, TRACY FORDHAM has filed an application to rezone three and ninety hundredths (3.9) +/- acres; from AR-1 to AR-2 to allow for a recombination of adjacent parcels; map and parcel number 330A-19G&23G, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on April 4, 2023 and notice of said hearing having been published in the Effingham County Herald on March 15, 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 February 22, 2023; and

IT IS HEREBY ORDAINED THAT three and ninety hundredths (3.9) +/- acres; map and parcel number 330A-19G&23G, located in the 1st commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. All wetland impacts must be approved and permitted by USACE.
3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Third District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: **Dale A. Jackson** as Agent for **Earl Wayne Tomlinson** requests to **rezone** 5.8 acres from **AR-1** to **AR-2** to allow for a homesite. Located at 416 Lehigh Circle. **Map# 406A Parcel# 7**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 5.8 acres from **AR-1** to **AR-2** to allow for the creation of a home site, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide a 5.8-acre parcel to create an additional home site. Since neither proposed lot will meet the 5-acre minimum required for the AR-1 zoning district, the total acreage must be rezoned to AR-2.
- The parcel is located in an existing major subdivision, Lehigh Acres, which is zoned AR-1. Pursuant to *section 6.6 Resubdivision*, the following criteria must be considered before approving resubdivision within a major subdivision:
 - *Whether the size of the proposed lots is compatible with the size of the lots created by the previously approved subdivision,*
 - Several parcels are under 5-acres. 406A-2 was rezoned and subdivided 3/20/2018. 406A-10 was rezoned and subdivided on 2/15/2022.
 - *Whether the intended use of the property as previously subdivided has been frustrated by changing economic conditions, by the exercise of eminent domain, or other circumstances.*
 - No change.
 - *Whether the proposed resubdivision will adversely affect the values of other property within the previously platted subdivision in which the property is located.*
 - No known change.
 - *Whether the proposed resubdivision is compatible with the purposes of the Effingham County subdivision regulations.*
 - Yes. The proposed subdivision is compatible with size and use of other lots within the subdivision.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval, with conditions:
 1. The lots shall meet the requirements of the AR-2 zoning district.
 2. All wetland impacts must be approved and permitted by USACE.
 3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Mr. Ryan Thompson, and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 5.8 acres from **AR-1** to **AR-2**, with the following conditions:
 1. The lots shall meet the requirements of the AR-2 zoning district.
 2. All wetland impacts must be approved and permitted by USACE.

3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

2. Deny the request to **rezone** 5.8 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

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

ATTACHMENT A – REZONING AMENDMENT APPLICATIONApplication Date: Feb 3rd 2023Applicant/Agent: Dale A. JACKSONApplicant Email Address: jrs31303@gmail.comPhone # 912-665-2317Applicant Mailing Address: 398 Lehigh CircleCity: Clyo State: Georgia Zip Code: 31303Property Owner, if different from above: Earl Wayne Tomlinson
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # 912-398-6232Owner's Mailing Address: 416 Lehigh Circle, Clyo 31303

City: _____ State: _____ Zip Code: _____

Property Location: 416 Lehigh CircleProposed Road Access: Lehigh Circle (via access easement)Present Zoning of Property: AR-1 Proposed Zoning: AR-2Tax Map-Parcel # 406A-7 Total Acres: 5.8 Acres to be Rezoned: 5.8Lot Characteristics: Residential**WATER**☒ Private Well☐ Public Water System**SEWER**☒ Private Septic System☐ Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: AR-1 requires minimum 5 acres.
Neither proposed lot will meet requirement.

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

North _____ South _____ East _____ West _____

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

Residential

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

yes

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

Private residence

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

Agricultural and Private residence

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

It will be the same as other properties

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

no changes

Applicant Signature:



Date

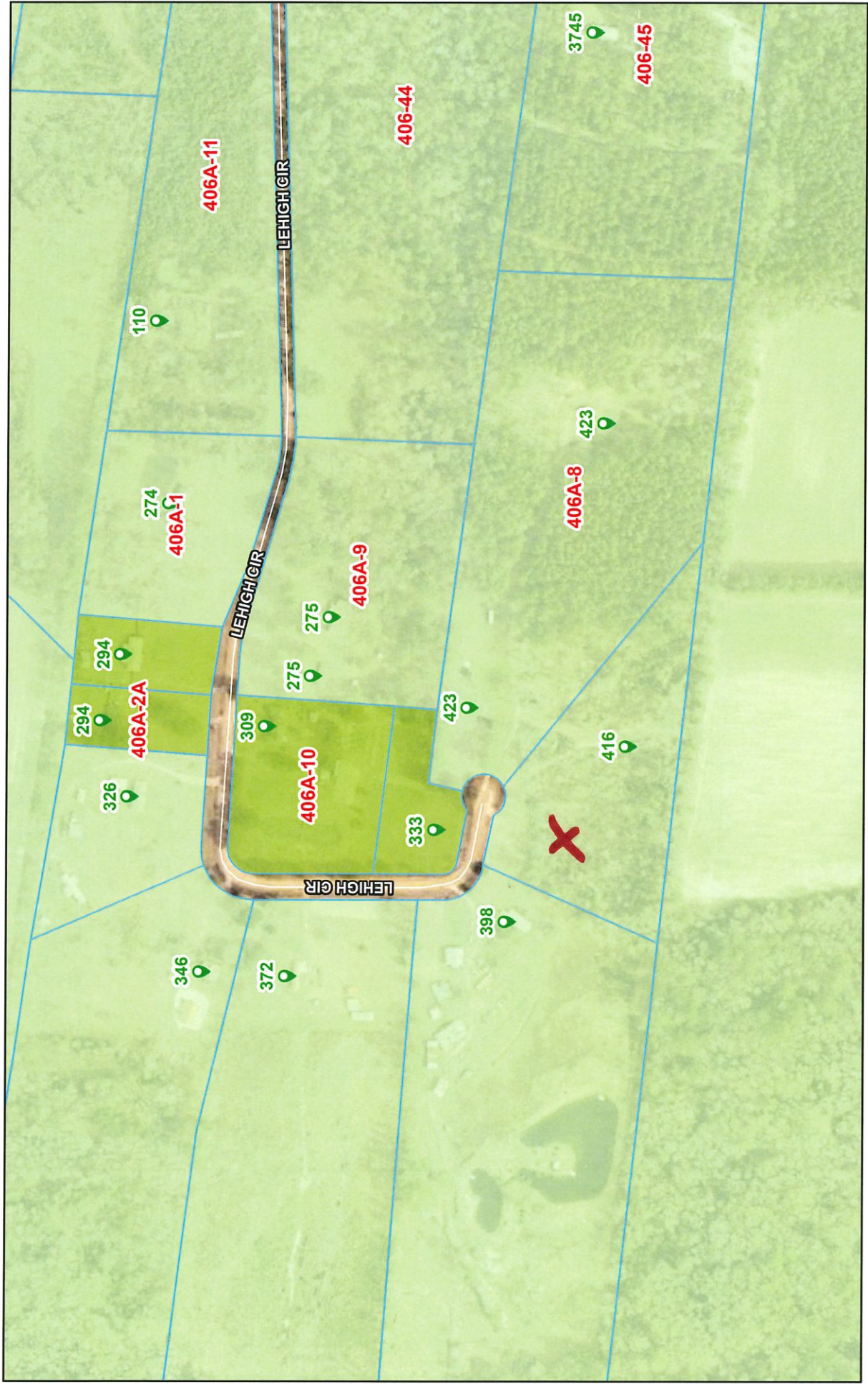
Feb. 3rd 2023

DJJAC.DGN DEC2022

406A-7



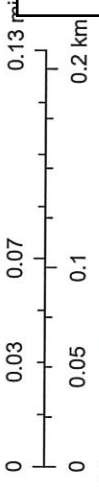
406A-7



2/3/2023

- Address Points
- Tax Parcel Labels
- Tax Parcels
- AR-2 Efn_fin_cache
- Roads
- Effingham County Zoning
- AR-1
- Red: Band_1
- Green: Band_2

1:4,514



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

Item XIV. 3.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL DISAPPROVAL

Of the rezoning request by applicant **Dale Jackson – (Map # 406A Parcels # 7)** from **AR-1** to **AR-2** zoning.

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant **Dale Jackson – (Map # 406A Parcels # 7)** from **AR-1** to **AR-2** zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant **Dale Jackson** – (Map # 406A Parcels # 7) from **AR-1** to **AR-2** zoning.

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

The Effingham County Planning Commission recommends:

APPROVAL ✓

DISAPPROVAL _____

Of the rezoning request by applicant **Dale Jackson – (Map # 406A Parcels # 7)** from AR-1 to AR-2 zoning.

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

Staff Report

Subject: 2nd Reading – Zoning Map Amendment

Author: Katie Dunnigan, Zoning Manager

Department: Development Services

Meeting Date: April 4, 2023

Item Description: Dale A. Jackson as Agent for Earl Wayne Tomlinson requests to **rezone** 5.8 acres from **AR-1** to **AR-2** to allow for a homesite. Located at 416 Lehigh Circle. **Map# 406A Parcel# 7**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 5.8 acres from **AR-1** to **AR-2** to allow for the creation of a home site, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide a 5.8-acre parcel to create an additional home site. Since neither proposed lot will meet the 5-acre minimum required for the AR-1 zoning district, the total acreage must be rezoned to AR-2.
- The parcel is located in an existing major subdivision, Lehigh Acres, which is zoned AR-1. Pursuant to *section 6.6 Resubdivision*, the following criteria must be considered before approving resubdivision within a major subdivision:
 - *Whether the size of the proposed lots is compatible with the size of the lots created by the previously approved subdivision,*
 - Several parcels are under 5-acres. 406A-2 was rezoned and subdivided 3/20/2018. 406A-10 was rezoned and subdivided on 2/15/2022.
 - *Whether the intended use of the property as previously subdivided has been frustrated by changing economic conditions, by the exercise of eminent domain, or other circumstances.*
 - No change.
 - *Whether the proposed resubdivision will adversely affect the values of other property within the previously platted subdivision in which the property is located.*
 - No known change.
 - *Whether the proposed resubdivision is compatible with the purposes of the Effingham County subdivision regulations.*
 - Yes. The proposed subdivision is compatible with size and use of other lots within the subdivision.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval, with conditions:
 1. The lots shall meet the requirements of the AR-2 zoning district.
 2. All wetland impacts must be approved and permitted by USACE.
 3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Mr. Ryan Thompson, and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 5.8 acres from **AR-1** to **AR-2**, with the following conditions:
 1. The lots shall meet the requirements of the AR-2 zoning district.
 2. All wetland impacts must be approved and permitted by USACE.

3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

2. Deny the request to **rezone** 5.8 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
406A-7

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
406A-7

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, DALE JACKSON has filed an application to rezone five and eighty hundredths (5.8) +/- acres; from AR-1 to AR-2 to allow for a creation of a home site; map and parcel number 406A-7, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on April 4, 2023 and notice of said hearing having been published in the Effingham County Herald on March 15, 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 February 22, 2023; and

IT IS HEREBY ORDAINED THAT five and eighty hundredths (5.8) +/- acres; map and parcel number 406A-7, located in the 3rd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. All wetland impacts must be approved and permitted by USACE.
3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Third District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: **Joseph R. Davis** as Agent for **Shirley Y. Davis** requests to **rezone** 6.4 of 50.72 acres from AR-1 & R-1 to AR-1 & AR-2 to allow for a recombination of adjacent lots. Located on Stillwell Clio Road. **Map# 422 Parcel# 3 & 4A**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 6.4 of 50.72 acres from AR-1 & R-1 to AR-1 & AR-2 acres to allow for a recombination of adjacent lots., 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 proposed recombination of parcels is the result of estate planning for the Davis family.
- The involved property consists of 422-3: a 1.87-acre parcel, zoned R-1 and 422-4A: a 47.39-acre parcel, zoned AR-2. The proposed recombination is as followed:
 - 422-3 (R-1) is to be combined with a portion 422-4A (AR-1), resulting in a 3.33-acre parcel. Due to the inability to combine land in differently zoned districts, and that the resulting parcel will not meet the 5-acre threshold required for AR-1, the proposed 3.33-acre parcel is to be rezoned to AR-2.
 - A 2.81-acre portion is to be separated from 422-4A (AR-1). Since the proposed 2.81 parcel will not meet the 5-acre threshold required for AR-1, it must be rezoned to AR-2.
- The end result of the proposed recombination will result in three parcels:
 - One 47.39-acre parcel, zoned AR-1
 - One 2.81-acre parcel, zoned AR-2 (formerly AR-1)
 - One 3.33-acre parcel, zoned AR-2 (formerly AR-1 & R-1)
- At the March 14, 2023 Planning Board meeting, Mr. Alan Zipperer made a motion for approval, with conditions:
 1. The lots shall meet the requirements of the AR-2 zoning district.
 2. All wetland impacts must be approved and permitted by USACE.
 3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Mr. Brad Smith, and carried unanimously.

Alternatives

1. Approve the request to **rezone** 6.4 of 50.72 acres from AR-1 & R-1 to AR-1 & AR-2 with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. All wetland impacts must be approved and permitted by USACE.

3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

2. Deny the request to **rezone** 6.4 of 50.72 acres from AR-1 & R-1 to AR-1 & AR-2.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Rezoning application and checklist 2. Plat 3.
Deed

4. Ownership certificate/authorization 5. Aerial photograph

ATTACHMENT A – REZONING AMENDMENT APPLICATIONApplication Date: 2/8/2023Applicant/Agent: Joseph R. DavisApplicant Email Address: joeydavis267@gmail.comPhone # 912 655 2283Applicant Mailing Address: 4033 Stillwell ~ Clyo RdCity: Clyo State: Ga. Zip Code: 31303Property Owner, if different from above: _____
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: _____

Proposed Road Access: _____

Present Zoning of Property: AR-1 + R-1 Proposed Zoning: AR-1 + AR-2Tax Map-Parcel # 422-3+4A Total Acres: 50.72 Acres to be Rezoned: 6.14Lot Characteristics: Aq/Residential**WATER**

____ Private Well

____ Public Water System

SEWER

____ Private Septic System

____ Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: unified zoning for recombination purposes
AR-1 must have minimum of 5 acres.

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

North _____ South _____ East _____ West _____

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

Residential

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

yes

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

Residential

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

Residential

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

No change in use - estate division/recombination

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

no

Applicant Signature:

Joseph R. Quinn

Date

13 Feb. 2023

FIELD EOC = 1' IN 101,344'
 ANGULAR ERROR = 03"/AP1.
 ADJUSTED BY COMPASS RULE
 PLAT EOC = 1' IN 389,936'
 EQUIPMENT USED:
 TOPCON GTS-223
 PC-48 DATA COLLECTOR
 MAGNETIC LOCATOR

PC D
 SL 40 B1
 2009 DEC 23 PM 4:09
 EDDIE L. PERRY
 CLEX E.C.C.G.

LEGEND:

R/W RIGHT-OF-WAY
 N/F NOW OR FORMERLY
 IPS IRON PIPE SET
 IPF IRON PIPE FOUND
 RBS REBAR SET
 RRF REBAR FOUND
 CMF CONCRETE MONUMENT FOUND

REFERENCES:

P.B. "E" PG. 314
 D.B. 300 PGS. 597, 598
 P.B. 8 PGS. 249, 250

NOTES:

- SUBJECT PARCELS ARE SURVIVED FROM TAX PARCEL 04420-004-000 OF THE EFFINGHAM COUNTY TAX ASSESSORS
- NO IMPROVEMENTS SHOWN
- AREA IN 35' PRESRIPTIVE EASEMENT R/W IS 1.34 ACRES
- ALL CORNERS ALONG CUBA ROAD ARE 1/2" REBARS SET

SURVEYED BY:

NEVIL LAND SURVEYING, INC.
 519 MILLER ST. EXT.
 STATESBORO, GA. 30458
 PHONE: 912-764-9096
 FAX: 912-764-9492
 MARLIN NEVIL, GA. R.L.S. NO. 2524

SURVEY OF:

2 PARCELS OF LAND LOCATED
 IN THE 11TH G.M. DISTRICT OF
 EFFINGHAM COUNTY, GEORGIA

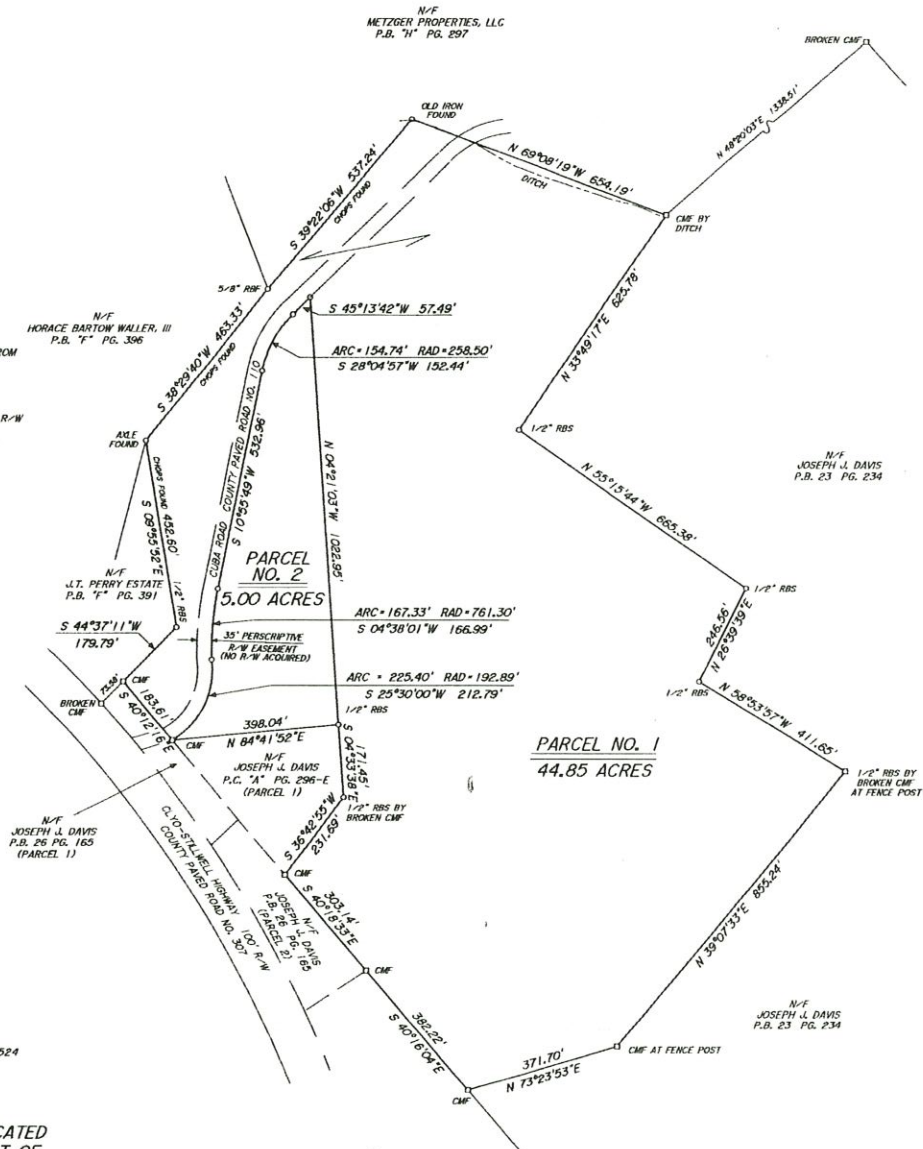
SURVEY FOR:

JEANETTE G. TURNER
 MARGARET RUTH G. BARNETT
 GERTRUDE G. BROWN
 BURNEICE GNANN

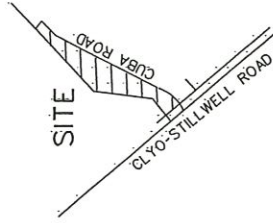
SURVEY DATE: SEPTEMBER 16, 2009

PLAT DATE: SEPTEMBER 23, 2009

SCALE: 1" = 200'



VICINITY MAP



NOT TO SCALE

NOTE: SUBJECT PROPERTY IS A DIVISION OF MAP & PARCEL 04220004A00 OF THE EFFINGHAM CO. TAX ASSESSORS FILE.

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERENCE THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015. THIS PROPERTY IS LOCATED IN "ZONE X" OUTSIDE THE 500 YEAR FLOODPLAIN

REFERENCES:
PCAB 40 B-1
PCAB A296 E
PCAB A164

LEGEND:

- IRF 5/8" REBAR FOUND
- IRS 5/8" REBAR SET
- PL PROPERTY LINE
- CMF CONC MON. FOUND
- N/F NOW OR FORMERLY
- PP POWER POLE
- EQUIP. USED TOTAL STATION
- TOPCON 303
- ERROR OF CLOSURE
- 1/24,000 PLAT NOT ADJUSTED

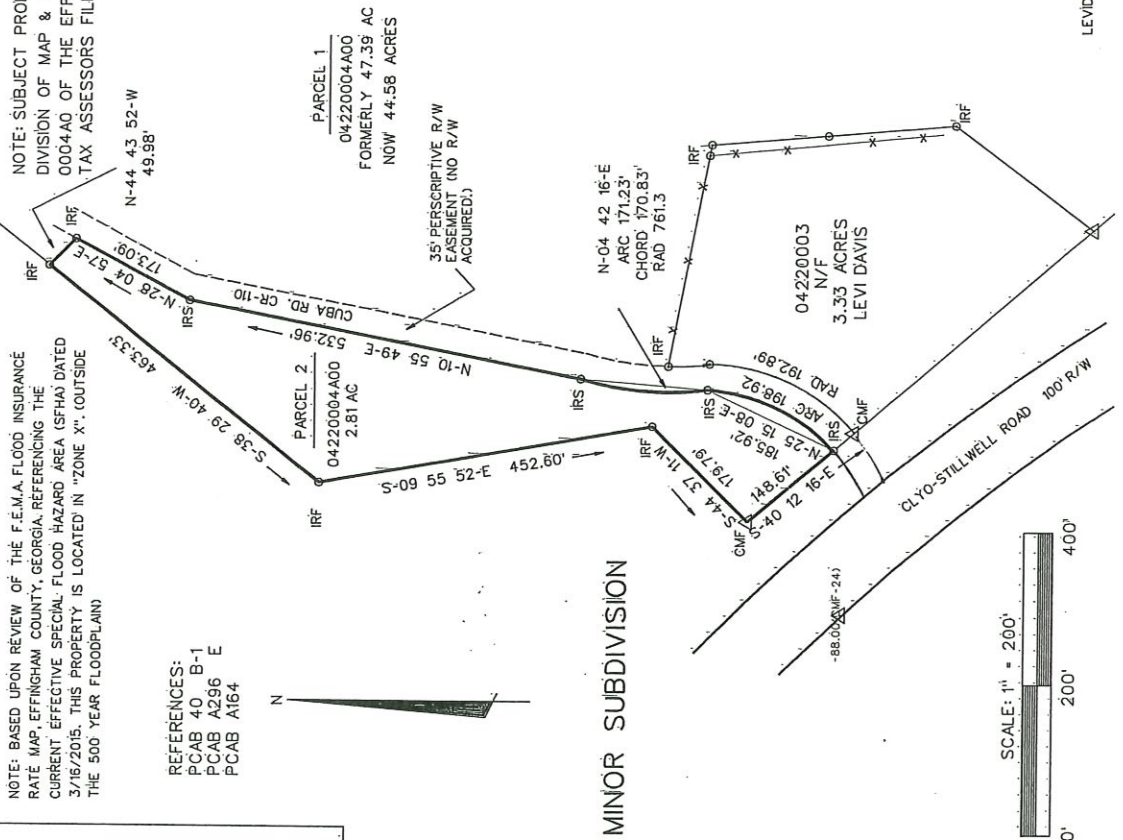
ADOLPH N. MICHELIS & ASSO.
736 SANDY RIDGE ROAD
SYLVANIA, GEORGIA 30467
PH. (912) 829 3972

SURVEYORS' CERTIFICATION

(1) As required by subsection (d) of O.C.G.A. Section 15-6-57, this plat has been prepared by a land surveyor and approved by the Professional Engineers and Land Surveyors Board of Georgia. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat. The undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in O.C.G.A. Section 15-6-57.



Adolph N. Michelis
DATE: 1-18-23
O.A. REG. 15-6-57, NO. 1323



MINOR SUBDIVISION



APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR

DATE

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor or finds that this plat complies with the O.C.G.A. regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed to the issuance of a site management system placement prior to the issuance of a plat. This approval is void if the site designation may void this approval. THIS APPROVAL IS VOID IF THE PLAT IS NOT RECORDED WITHIN 1 YEAR OF THE DATE BELOW.

Signing Authority

Date

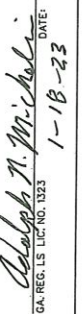
SURVEY FOR

JOSEPH R. DAVIS

SURVEY OF 2.81 ACRES FROM MAP & PARCEL 04220004A00 CREATING TWO PARCELS LOCATED IN THE 11TH. G.M.D. EFFINGHAM COUNTY, GEORGIA

SURVEYED 17 JAN 2023
PLAT DRAWN 18 JAN 2023

LEVID4.DGN JAN2023



422-3&4A



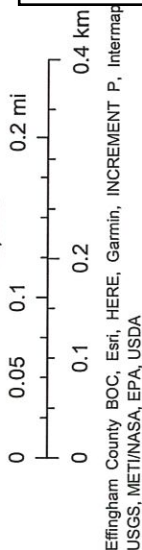
422-3&4A



2/13/2023

- Address Points
- Tax Parcel Labels
- Tax Parcels
- Roads
- Effingham County Zoning
- AR-2
- R-1
- AR-1
- Efn_fin_cache
- Red: Band_1
- Green: Band_2

1:9,028



Item XIV. 5.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL DISAPPROVAL

Of the rezoning request by applicant **Joseph R. Davis – (Map # 422 Parcels # 3&4A)** from **AR-1 & R-1** to **AR-1 & AR-2** zoning.

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant **Joseph R. Davis – (Map # 422 Parcels # 3&4A)** from **AR-1 & R-1** to **AR-1 & AR-2** zoning.

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

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EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant **Joseph R. Davis – (Map # 422 Parcels # 3&4A)** from **AR-1 & R-1** to **AR-1 & AR-2** zoning.

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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 **Joseph R. Davis – (Map # 422 Parcels # 3&4A)** from **AR-1 & R-1** to **AR-1 & AR-2** zoning.

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

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: Joseph R. Davis as Agent for Shirley Y. Davis requests to **rezone** 6.4 of 50.72 acres from AR-1 & R-1 to AR-1 & AR-2 to allow for a recombination of adjacent lots. Located on Stillwell Clio Road. **Map# 422 Parcel# 3 & 4A**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 6.4 of 50.72 acres from AR-1 & R-1 to AR-1 & AR-2 acres to allow for a recombination of adjacent lots., 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 proposed recombination of parcels is the result of estate planning for the Davis family.
- The involved property consists of 422-3: a 1.87-acre parcel, zoned R-1 and 422-4A: a 47.39-acre parcel, zoned AR-2. The proposed recombination is as followed:
 - 422-3 (R-1) is to be combined with a portion 422-4A (AR-1), resulting in a 3.33-acre parcel. Due to the inability to combine land in differently zoned districts, and that the resulting parcel will not meet the 5-acre threshold required for AR-1, the proposed 3.33-acre parcel is to be rezoned to AR-2.
 - A 2.81-acre portion is to be separated from 422-4A (AR-1). Since the proposed 2.81 parcel will not meet the 5-acre threshold required for AR-1, it must be rezoned to AR-2.
- The end result of the proposed recombination will result in three parcels:
 - One 47.39-acre parcel, zoned AR-1
 - One 2.81-acre parcel, zoned AR-2 (formerly AR-1)
 - One 3.33-acre parcel, zoned AR-2 (formerly AR-1 & R-1)
- At the March 14, 2023 Planning Board meeting, Mr. Alan Zipperer made a motion for approval, with conditions:
 1. The lots shall meet the requirements of the AR-2 zoning district.
 2. All wetland impacts must be approved and permitted by USACE.
 3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Mr. Brad Smith, and carried unanimously.

Alternatives

1. Approve the request to **rezone** 6.4 of 50.72 acres from AR-1 & R-1 to AR-1 & AR-2 with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. All wetland impacts must be approved and permitted by USACE.

3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

2. Deny the request to **rezone** 6.4 of 50.72 acres from AR-1 & R-1 to AR-1 & AR-2.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
422-3&4A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
422-3&4A

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, JOSEPH R. DAVIS has filed an application to rezone six and fourteen hundredths (6.14) +/- acres; from AR-1 & R-1 to AR-1 & AR-2 to allow for recombination of adjacent lots; map and parcel number 422-3&4A, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on April 4, 2023 and notice of said hearing having been published in the Effingham County Herald on March 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 February 22, 2023; and

IT IS HEREBY ORDAINED THAT six and fourteen hundredths (6.14) +/- acres; map and parcel number 422-3&4A, located in the 3rd commissioner district is rezoned from AR-1 & R-1 to AR-1 & AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. All wetland impacts must be approved and permitted by USACE.
3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Variance (Fifth District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: April 04, 2023

Item Description: **Wesley Neurath** requests a **variance** from section 3.3.2(A), which restricts placement of secondary buildings on property before a primary structure is in place. Located on Nellie Road, zoned **AR-2. Map#461 Parcel#27C**

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request **variance** from section 3.3.2(A), to waive the restriction on placement of secondary buildings on property before a primary structure is in place.

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.

- Accessory or secondary buildings are permitted on a lot prior to construction of a primary structure only in AR-1, when the property is at least 5 acres and not in a platted subdivision.
- There are no environmental or topographical conditions that require placement of a structure on this site, rather than the homesite.
- The accessory building can be placed on the applicant's homesite at 161 Nellie Road (461-27A), or the parcel can be recombined with the applicant's homesite.
- This parcel accesses Nellie road via an access easement. The parent parcel was rezoned and subdivided, and a variance to the private road limitation on lot numbers was approved, on March 1, 2022. Approval of the rezoning to AR-2, and variance from private road lot number restrictions, was conditional on meeting AR-2 zoning district requirements.
- At the March 14, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval, with conditions:
 - The accessory structure shall meet the setback requirements for a principal structure.
 - A wetlands delineation performed by a certified wetlands specialist must be submitted, and show precise distance from the wetlands to the proposed structure, prior to review of the permit application.
 - The accessory structure may not be used for any type of commercial operation, except as provided for in section 3.15A and 3.15B.
- The motion was seconded by Mr. Alan Zipperer, and carried unanimously.

Alternatives

1. Approve the request for a **variance** from section 3.3.2(A), with the following conditions:

1. The accessory structure shall meet the setback requirements for a principal structure.
2. A wetlands delineation performed by a certified wetlands specialist must be submitted, and show precise distance from the wetlands to the proposed structure, prior to review of the permit application.
3. The accessory structure may not be used for any type of commercial operation, except as provided for in section 3.15A and 3.15B.

2. Deny the request for a **variance** from section 3.3.2(A).

Recommended Alternative: 2

Department Review: Development Services

Attachments:

1. Variance application
2. Ownership certificate/authorization

Other Alternatives: 1

FUNDING: N/A

3. Site Plan
4. Aerial photograph
5. Deed

ATTACHMENT A - VARIANCE APPLICATIONApplication Date: 02-07-2023Applicant/Agent: Wesley NeurathApplicant Email Address: wneurath@windstream.netPhone # 912-667-8558Applicant Mailing Address: 161 Nellie RoadCity: Rincon State: GA. Zip Code: 31326

Property Owner, if different from above: _____

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 161 Nellie Road Rincon GA. 31326Name of Development/Subdivision: NonePresent Zoning of Property AR-2 Tax Map-Parcel # 461-27C Total Acres 2.5**VARIANCE REQUESTED** (provide relevant section of code): _____Describe why variance is needed: Accessory Structure on parcel without a dwelling that is less than 5 acres.How does request meet criteria of Section 7.1.8 (see Attachment C): Due to wetlands & parcel size, only accessory structure able to fit on propertyApplicant Signature: Wesley Neurath Date 2-8-2023



Effingham County
Georgia
Board of Commissioners



Accessory Structure Permit Application

****All structures 200 square feet or larger will require a building permit and drawings prepared by a design professional****

Shaded Area For Internal Office Use Only				
Date Received:		Date Issued:		Building Permit Number:
Zoning Approval:		Engineering / Flood Plain Manager:		Plan Review Fee:
				Permit Fee:
				Environmental Health

Map/Parcel Number: _____ Old Map/Parcel Number: _____ Zoning: _____ Setbacks: F _____ R _____ SI _____ SS _____

Flood Zone _____ Wetlands Present: Yes _____ No _____ Project Valuation: \$ _____

Project Address: 161 Nellie Road Rincon Lot/Unit#: N/A Development: N/A Lot Size: N/A

Floors: 1 #Baths: 0 ☐ Electrical ☐ Plumbing ☐ Mechanical Power Company: N/A

Building Area (Sq. Ft.): 1350 Heated Area (Sq. Ft.): 0 Unheated Area (Sq. Ft.): 1350

Total Height: 12' Total Length: 45' Total Width: 30'

Type Roofing: Metal Foundation: Concrete Exterior Wall Covering: Metal

Proposed Use of Structure: Work Shop

Class of Work

☒ Erect ☐ Addition ☐ Repair ☐ Remodel ☐ Demolish ☐ Other: _____

Permit Type

☐ Carport ☐ Lean to ☐ Pole Barn ☐ Pool House ☐ Private Garage ☐ Shed ☒ Shop ☐ Storage Building

☐ Other _____

OWNER / CONTRACTOR INFORMATION

Owner: Wesley R Neurath Contractor: _____

Mailing Address: 161 Nellie Road Mailing Address: _____

Rincon, GA. 31326

Home Phone: N/A Contact Phone: _____

Work Phone: 912 - 667- 8558 State/Local License #: _____

Email Address: wvneurath@windstream.net Email Address: _____

All provisions of building codes, zoning ordinances, or other ordinances of Effingham County and that any omission of or misrepresentation of fact with or without the intention of the permit holder shall constitute sufficient ground for the revocation of any permit issued which was based on the approval of this application. The granting of a permit does not presume to give authority to violate or cancel to provisions of any other state or local law regulating construction or the performance of construction and any alteration from this application. The permit holder will be held responsible for insuring that all permits have been obtained and that all required inspections have been made. The permit holder will be held legally liable for any violations which may occur with or without their knowledge. The permit holder may request a Certificate of Occupancy when all required inspections have been approved. As the permit holder I understand and agree and certify that I have read and examined this application and know the same to be true and correct.

Wesley R Neurath Wesley R Neurath 1-22-2023
Signature of Owner, Contractor or Authorized Agent Print Name Date

Revised 2/24/2022

Site Plan

Item XIV. 7.

Wesley Roan Newath
2.0 acres

304.25'

150' ft

side

30' ft

SHOP
30 x 45 x 12

45' ft

Front

50' ft

60' Access & Utility Easement

Neighboring Property

125' ft

Rear

side

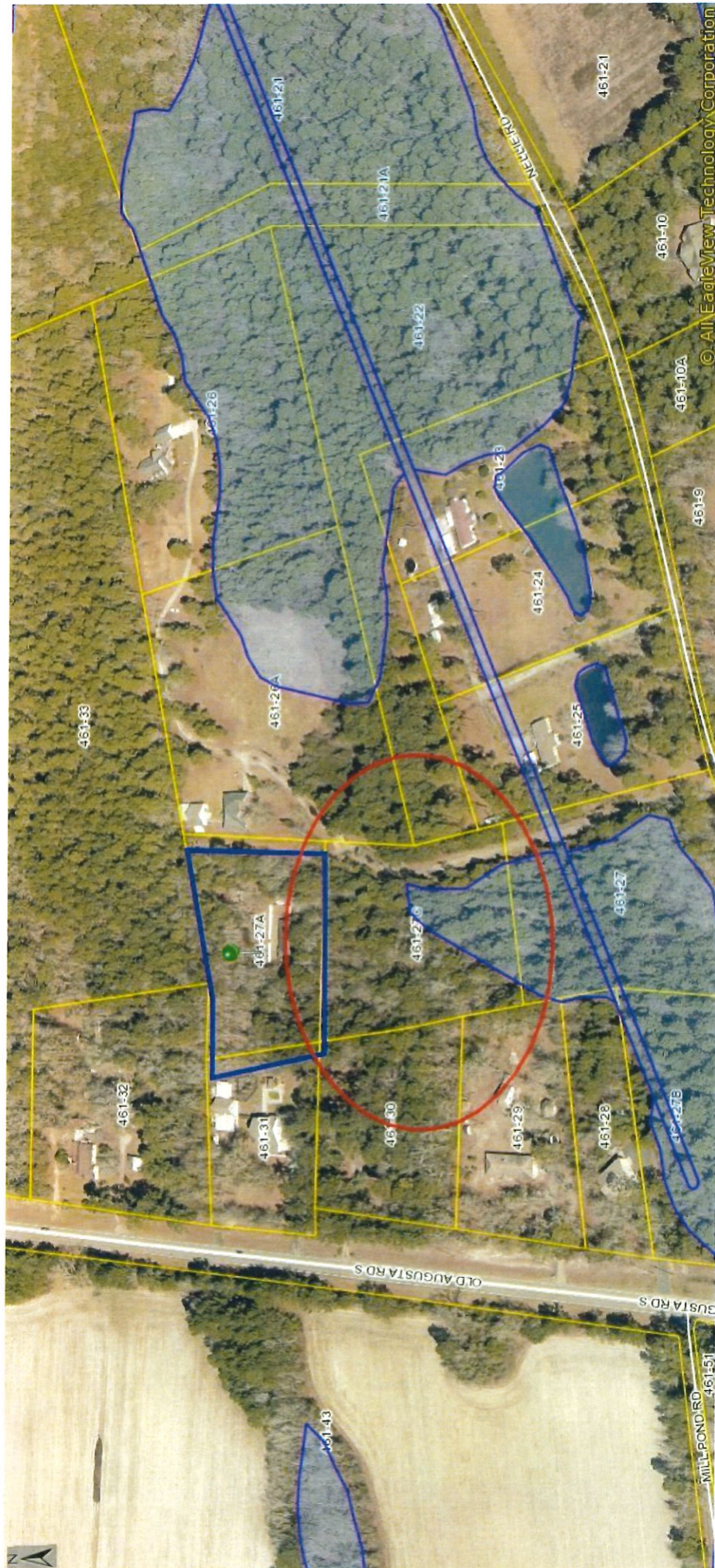
40' ft

308.45'

Tristan Roan Newath
3.0 acres

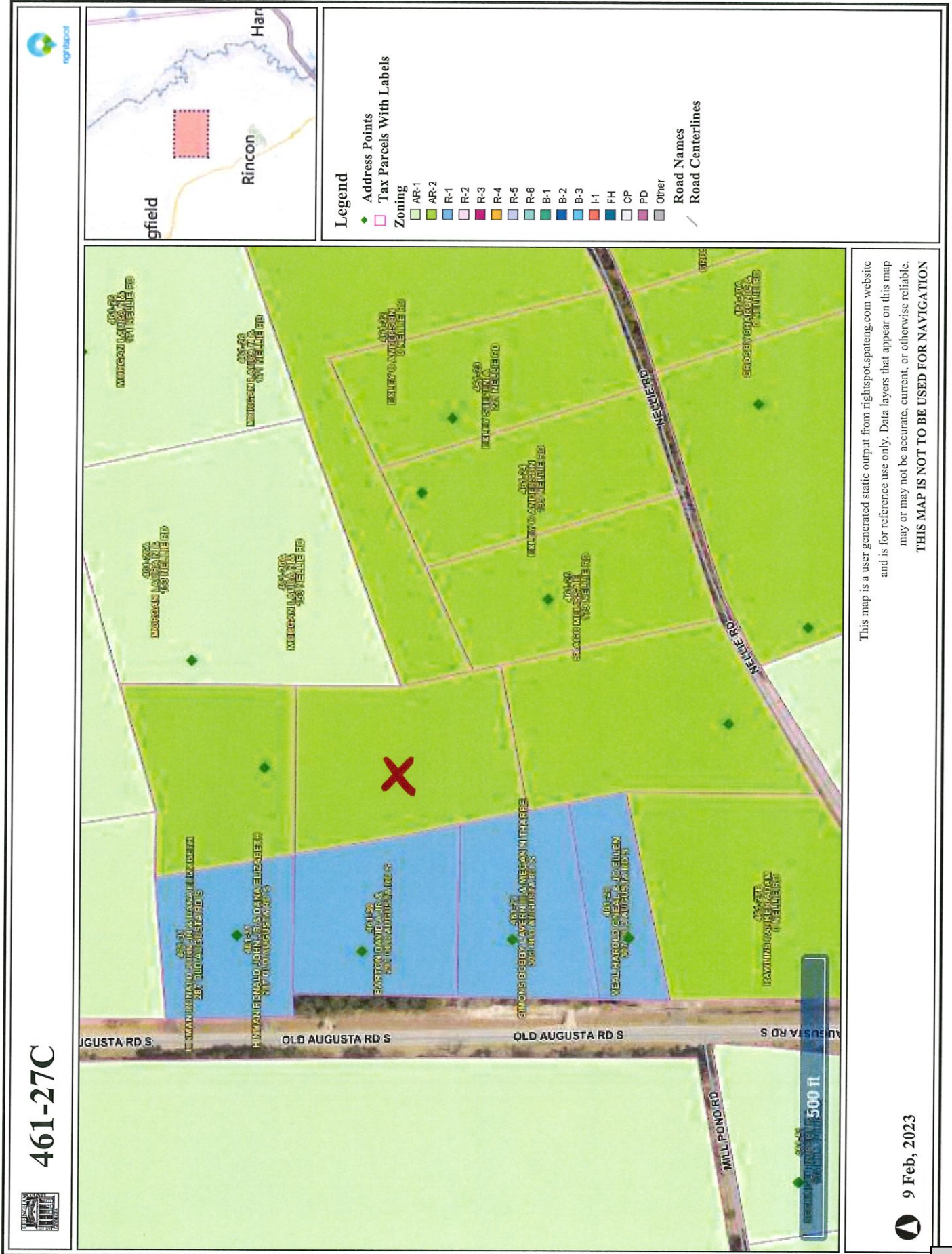
Neighboring Property

Nellie Road



461-27C





Staff Report

Subject: 2nd Reading – Zoning Map Amendment

Author: Katie Dunnigan, Zoning Manager

Department: Development Services

Meeting Date: April 04, 2023

Item Description: Wesley Neurath requests a **variance** from section 3.3.2(A), which restricts placement of secondary buildings on property before a primary structure is in place. Located on Nellie Road, zoned **AR-2. Map#461 Parcel#27C**

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request **variance** from section 3.3.2(A), to waive the restriction on placement of secondary buildings on property before a primary structure is in place.

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.

- Accessory or secondary buildings are permitted on a lot prior to construction of a primary structure only in AR-1, when the property is at least 5 acres and not in a platted subdivision.
- There are no environmental or topographical conditions that require placement of a structure on this site, rather than the homesite.
- The accessory building can be placed on the applicant's homesite at 161 Nellie Road (461-27A), or the parcel can be recombined with the applicant's homesite.
- This parcel accesses Nellie road via an access easement. The parent parcel was rezoned and subdivided, and a variance to the private road limitation on lot numbers was approved, on March 1, 2022. Approval of the rezoning to AR-2, and variance from private road lot number restrictions, was conditional on meeting AR-2 zoning district requirements.
- At the March 14, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval, with conditions:
 - The accessory structure shall meet the setback requirements for a principal structure.
 - A wetlands delineation performed by a certified wetlands specialist must be submitted, and show precise distance from the wetlands to the proposed structure, prior to review of the permit application.
 - The accessory structure may not be used for any type of commercial operation, except as provided for in section 3.15A and 3.15B.
- The motion was seconded by Mr. Alan Zipperer, and carried unanimously.

Alternatives

1. Approve the request for a **variance** from section 3.3.2(A), with the following conditions:

1. The accessory structure shall meet the setback requirements for a principal structure.
2. A wetlands delineation performed by a certified wetlands specialist must be submitted, and show precise distance from the wetlands to the proposed structure, prior to review of the permit application.
3. The accessory structure may not be used for any type of commercial operation, except as provided for in section 3.15A and 3.15B.

2. Deny the request for a **variance** from section 3.3.2(A).

Recommended Alternative: 2

Department Review: Development Services

Attachments: 1. Zoning Map Amendment

Other Alternatives: 1

FUNDING: N/A

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

461-27C

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

461-27C

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, WESLEY NEURATH have filed an application for a variance, from the requirement that an AR-2 zoned property must be at least 5 acres to accommodate an accessory structure; map and parcel number 461-27C, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on April 4, 2023 and notice of said hearing having been published in the Effingham County Herald on March 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 February 22, 2023; and

IT IS HEREBY ORDAINED THAT a variance from the requirement that an AR-2 zoned property must be at least 5 acres to accommodate an accessory structure; map and parcel number 461-27C, located in the 5th commissioner district is approved, with the following conditions:

1. The accessory structure shall meet the setback requirements for a principal structure.
2. A wetlands delineation performed by a certified wetlands specialist must be submitted, and show precise distance from the wetlands to the proposed structure, prior to review of the permit application.
3. The accessory structure may not be used for any type of commercial operation, except as provided for in section 3.15A and 3.15B.

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

Staff Report

Subject: Conditional Use (Third District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: **Christian Hale** requests a **conditional use** for a **rural business** to allow for an automotive shop. Located at 1173 Highway 21 North. **[Map# 366 Parcel# 40]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request of a **conditional use** for a **rural business**, with conditions.

Executive Summary/Background

- The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, **Section 3.15B - Rural Business**. The Rural Business Conditional use requirements include consideration of:
 - Intent – the proposed business will a small-scale automotive repair shop
 - Structure – the business operates out of an existing metal shop with 2 bays.
 - Square footage – The area devoted to the business is less than 1,000 square feet.
 - Public Road Frontage – the property has frontage on Old Tusculum Road.
 - Acreage (3 minimum) – the property is 1 acre, which does not meet the minimum required 3 acres. A variance request has been submitted.
- The property was approved for .5 acres to be rezoned to B-3 for use as a mechanic shop in 1997. A condition of the rezoning was the recording of a minor subdivision plat. No plat was submitted and the zoning was reverted to AR-1 in 2008.
- The applicant reports that the property has operated as an automotive repair shop continuously for many years, through multiple owners, and was sold to him as such.
- The applicant has agreed that, if approved, he will install a privacy fence along the property line where the shop sits, and plant to infill the vegetation on the front property line.
- Granting a conditional use for a rural business allows for the property to remain AR-1 and enables the applicant to retain his dwelling on the property.
- This request for a rural business comes as a result of a Staff reported code enforcement violation of business operations without a license. There is no record of any other complaint, and the business operations and structure predate the dwellings to the SE of the property.
- At the March 14, 2023 Planning Board meeting, Mr. Alan Zipperer made a motion for approval, with conditions:
 1. The applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of operation. The business license shall be maintained by annual renewal.
 2. The business shall conform, at all times, to rural business standards as outlined in Section 3.15B.
 3. The applicant will install a privacy fence in such a manner that it provides visual screening between the shop and adjacent residential properties.
 4. The applicant will plant to add to the existing vegetation on the front property line to provide visual screening to Old Tusculum Road.
- The motion was seconded by Mr. Ryan Thompson, and carried unanimously.

Alternatives

1. **Approve** the request of a **conditional use** for a **rural business**, with the following conditions:
 1. The applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of operation. The business license shall be maintained by annual renewal.
 2. The business shall conform, at all times, to rural business standards as outlined in Section 3.15B.
 3. The applicant will install a privacy fence in such a manner that it provides visual screening between the shop and adjacent residential properties.
 4. The applicant will plant to add to the existing vegetation on the front property line to provide visual screening to Old Tusculum Road.
2. **Deny** the request of a **conditional use** for a **rural business**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Conditional Use application 2. Aerial photograph 3. Deed

ATTACHMENT A - CONDITIONAL USE APPLICATIONApplication Date: 2/8/2023Applicant/Agent: Christian HaleApplicant Email Address: Cjhale2462@gmail.comPhone # (912) 433-4898Applicant Mailing Address: 1173 Hwy 21NCity: Springfield State: GA Zip Code: 31329

Property Owner, if different from above: _____

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

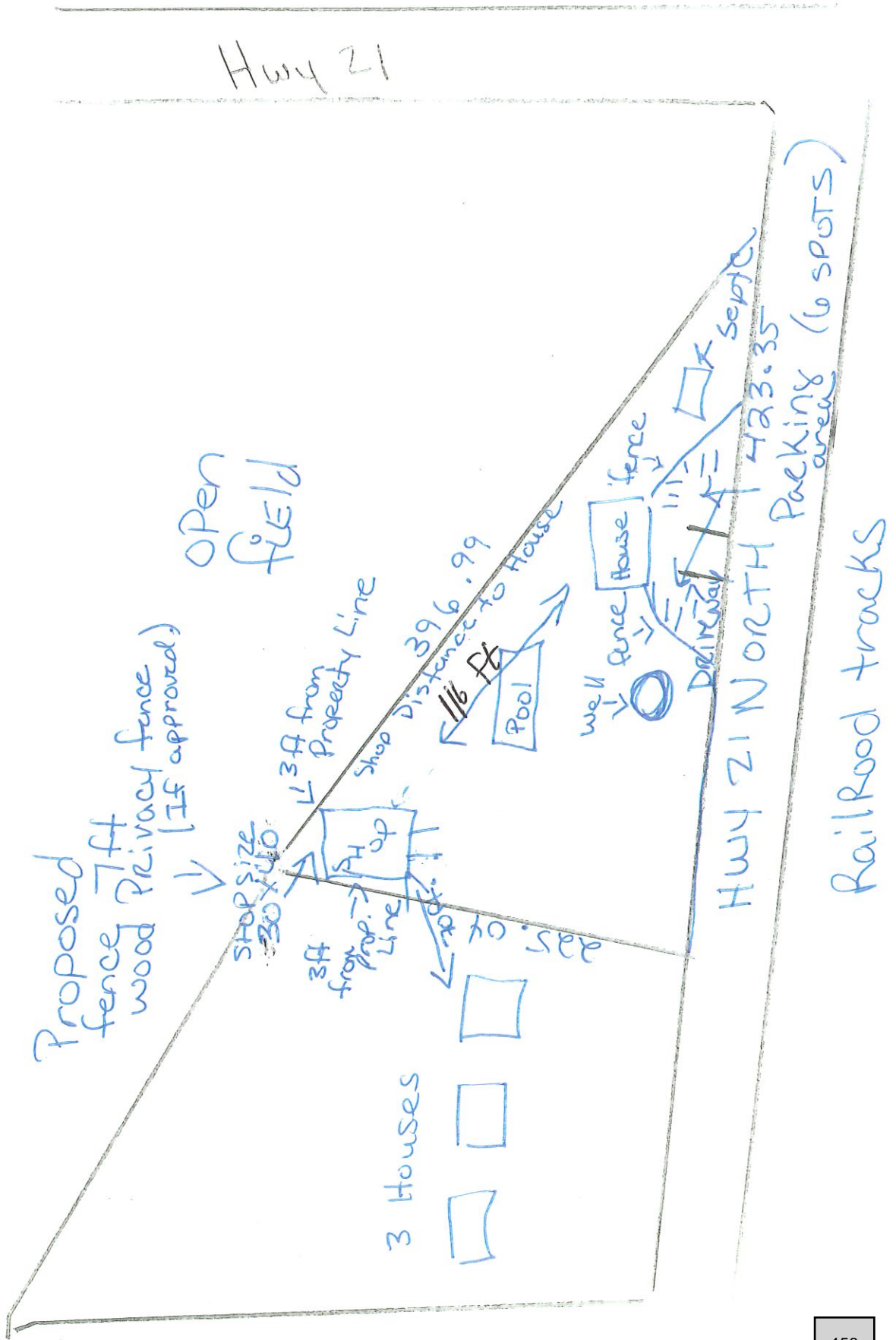
Phone # _____

Owner's Mailing Address: _____

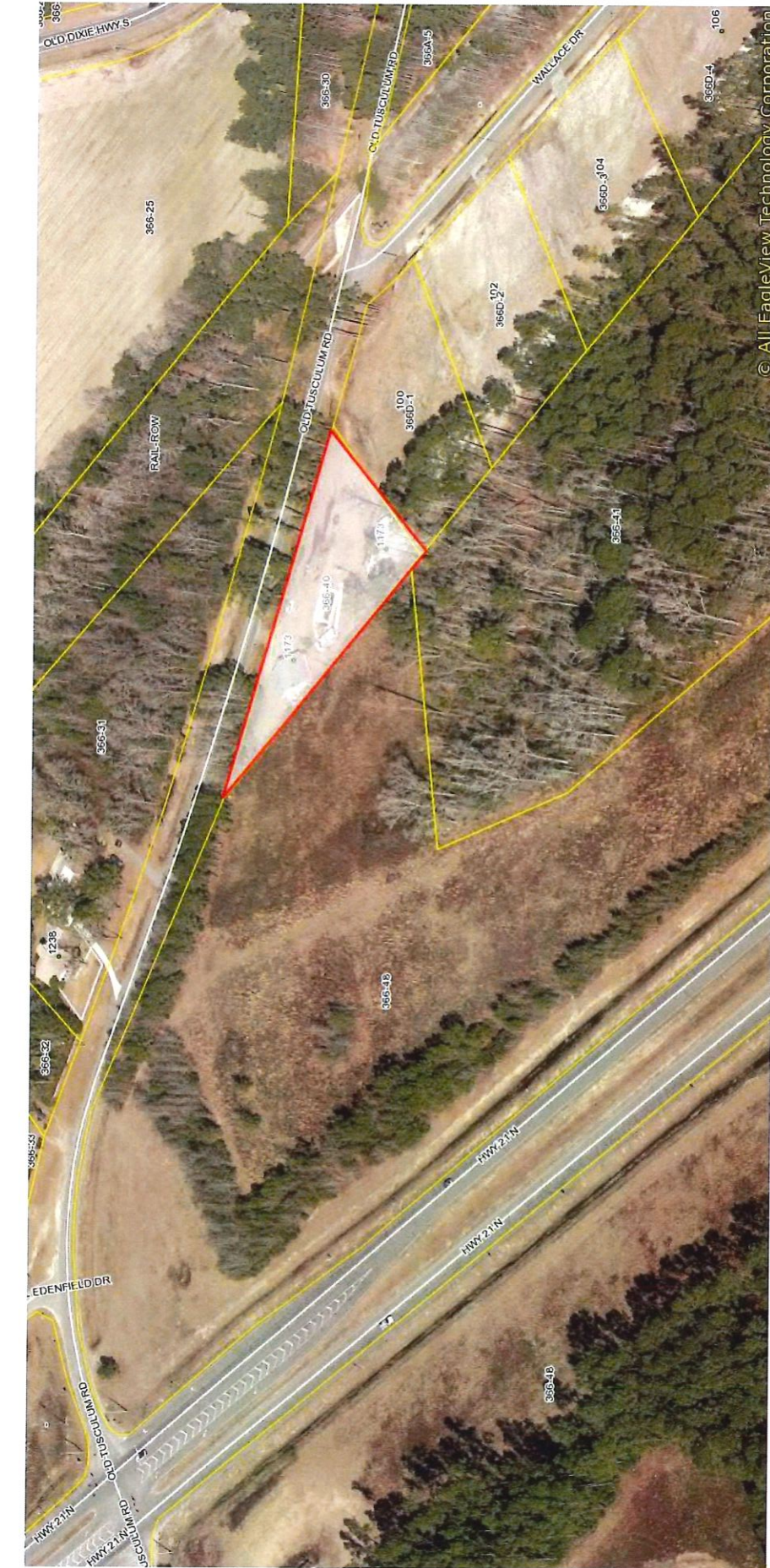
City: _____ State: _____ Zip Code: _____

Property Location: 1173 Hwy 21N Springfield, GA 31329Present Zoning of Property AE-1 Tax Map-Parcel # 366-40 Total Acres 1**CONDITIONAL USE REQUESTED:**☐ **Section 3.15A – Residential Business**
See Section 3.15A for requirements☒ **Section 3.15B – Rural Business**
See Section 3.15B for requirements☐ **OTHER** (provide relevant section of code): _____Reason: Auto mechanic ShopHow does request meet criteria of Section 7.1.6 (see Attachment C): Business License required.Customers are not permitted on site, nor is
a secondary building allowed for use with home occupation.Applicant Signature: [Signature] Date 02/08/2023

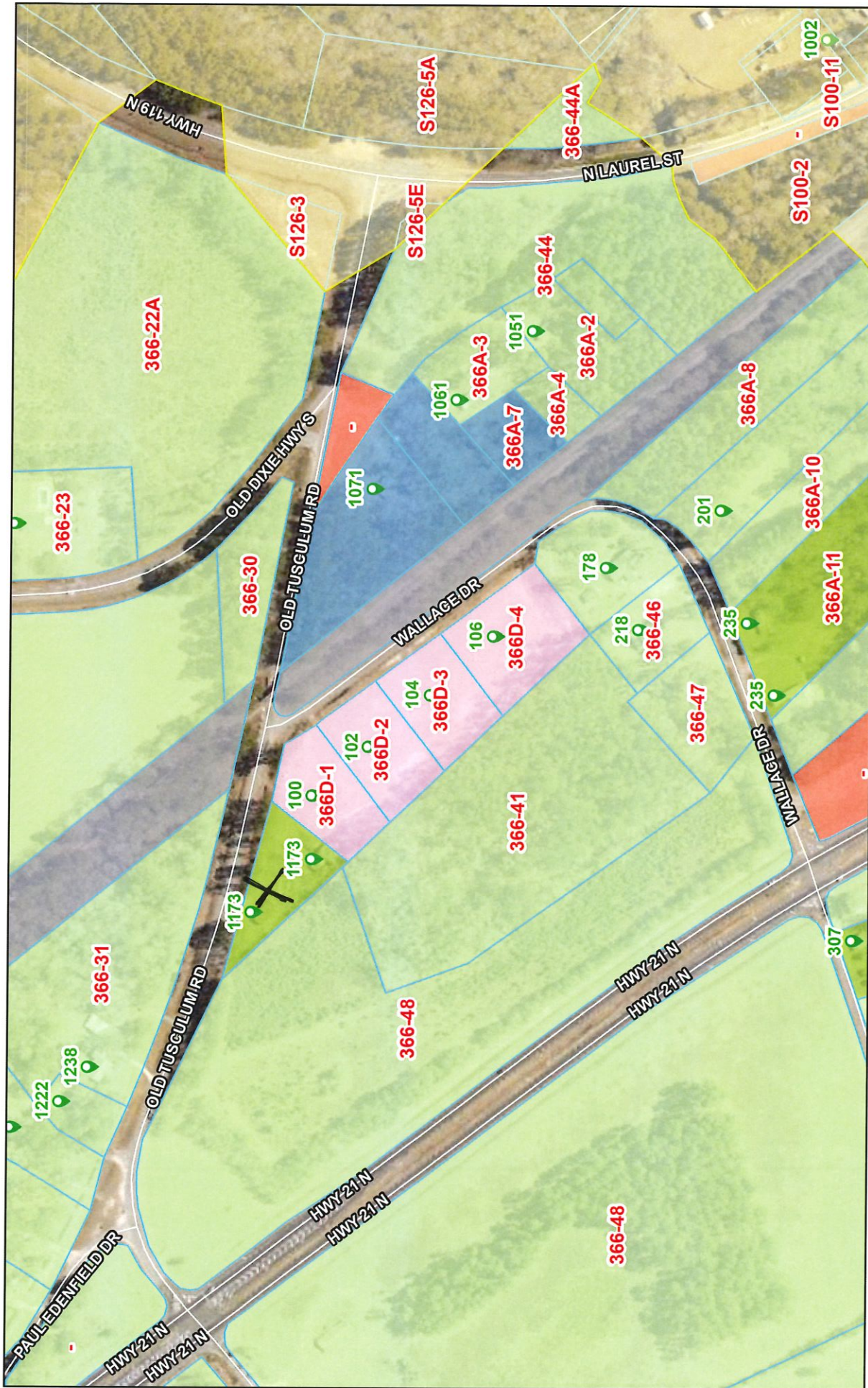
Already a Chain link fence around Property



1173 Hwy 21 N



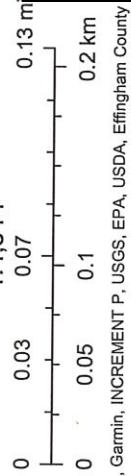
1173 Hwy 21 N



2/13/2023

- Municipal Boundaries
- Tax Parcels
- Roads
- Address Points
- Tax Parcel Labels
- Effingham County Zoning
- AR-1
- AR-2
- R-1
- R-2
- Other
- Efn_fin_cache
- I-1
- Red: Band_1

1:4,514



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

Item XIV. 9.

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: **Christian Hale** requests a **conditional use** for a **rural business** to allow for an automotive shop. Located at 1173 Highway 21 North. **(Third District) [Map# 366 Parcel# 40]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request of a **conditional use** for a **rural business**, with conditions.

Executive Summary/Background

- The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, **Section 3.15B - Rural Business**. The Rural Business Conditional use requirements include consideration of:
 - Intent – the proposed business will a small-scale automotive repair shop
 - Structure – the business operates out of an existing metal shop with 2 bays.
 - Square footage – The area devoted to the business is less than 1,000 square feet.
 - Public Road Frontage – the property has frontage on Old Tusculum Road.
 - Acreage (3 minimum) – the property is 1 acre, which does not meet the minimum required 3 acres. A variance request has been submitted.
- The property was approved for .5 acres to be rezoned to B-3 for use as a mechanic shop in 1997. A condition of the rezoning was the recording of a minor subdivision plat. No plat was submitted and the zoning was reverted to AR-1 in 2008.
- The applicant reports that the property has operated as an automotive repair shop continuously for many years, through multiple owners, and was sold to him as such.
- The applicant has agreed that, if approved, he will install a privacy fence along the property line where the shop sits, and plant to infill the vegetation on the front property line.
- Granting a conditional use for a rural business allows for the property to remain AR-1 and enables the applicant to retain his dwelling on the property.
- This request for a rural business comes as a result of a Staff reported code enforcement violation of business operations without a license. There is no record of any other complaint, and the business operations and structure predate the dwellings to the SE of the property.
- At the March 14, 2023 Planning Board meeting, Mr. Alan Zipperer made a motion for approval, with conditions:
 1. The applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of operation. The business license shall be maintained by annual renewal.
 2. The business shall conform, at all times, to rural business standards as outlined in Section 3.15B.
 3. The applicant will install a privacy fence in such a manner that it provides visual screening between the shop and adjacent residential properties.
 4. The applicant will plant to add to the existing vegetation on the front property line to provide visual screening to Old Tusculum Road.

- The motion was seconded by Mr. Ryan Thompson, and carried unanimously.

Alternatives

- 1. Approve** the request of a **conditional use** for a **rural business**, with the following conditions:
 1. The applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of operation. The business license shall be maintained by annual renewal.
 2. The business shall conform, at all times, to rural business standards as outlined in Section 3.15B.
 3. The applicant will install a privacy fence in such a manner that it provides visual screening between the shop and adjacent residential properties.
 4. The applicant will plant to add to the existing vegetation on the front property line to provide visual screening to Old Tusculum Road.
- 2. Deny** the request of a **conditional use** for a **rural business**.

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Zoning Map Amendment

Other Alternatives: 2

FUNDING: N/A

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

366-40

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

366-40

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS CHRISTIAN HALE has filed an application for a conditional use to allow for an automotive shop; map and parcel number 366-40, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on April 4, 2023 and notice of said hearing having been published in the Effingham County Herald on March 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 February 22, 2023; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for an automotive shop; map and parcel number 366-40, located in the 3rd commissioner district, is approved, with the following conditions:

1. The applicant must obtain an Effingham County Occupational Tax Certificate prior to the start of operation. The business license shall be maintained by annual renewal.
2. The business shall conform, at all times, to rural business standards as outlined in Section 3.15B.
3. The applicant will install a privacy fence in such a manner that it provides visual screening between the shop and adjacent residential properties.
4. The applicant will plant to add to the existing vegetation on the front property line to provide visual screening to Old Tusculum Road.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Variance (Third District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: **Christian Hale** requests a **variance** from Sec. 3.15B, which requires a minimum of 3 acres for **rural business conditional use** approval. Located at 1173 Hwy 21 North.
Map# 366 Parcel# 40

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request **variance** from Sec. 3.15B, which requires a minimum of 3 acres for **rural business conditional use** approval, with conditions.

Executive Summary/Background

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

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

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

- In order to conduct his business, the applicant wishes to obtain a conditional use for a rural, a requirement of which is a 3-acre minimum. The property is 1 acre in total.
- .5 acres of the property was approved for rezoning to B-3, to allow for automotive repair, in 1997. It reverted in 2008 since no subdivision plat was submitted, but continued to operate as an automotive shop through multiple owners prior to the applicant.
- Given multiple factors cited in the conditional use Staff report, it is preferable that the business be operated as a rural business rather than rezoned to B-3.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval, with conditions:
 - The business will otherwise operate in full compliance with Sec. 3.15B.
- The motion was seconded by Mr. Brad Smith, and carried unanimously.

Alternatives

1. Approve the request for a **variance** from Sec. 3.15B **rural business**, with the following conditions:

- The business will otherwise operate in full compliance with Sec. 3.15B.

2. Deny the request for a **variance** from Sec. 3.15B **rural business**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

- | | |
|--|----------------------|
| 1. Variance application | 3. Site Plan |
| 2. Ownership certificate/authorization | 4. Aerial photograph |
| 5. Deed | |

ATTACHMENT A - VARIANCE APPLICATIONApplication Date: 2/8/2023Applicant/Agent: Christian HaleApplicant Email Address: Cjhale2462@gmail.comPhone # (912) 433-4898Applicant Mailing Address: 1173 Hwy 21NCity: Springfield State: GA Zip Code: 31329

Property Owner, if different from above: _____

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 1173 Hwy 21N

Name of Development/Subdivision: _____

Present Zoning of Property AR-1 Tax Map-Parcel # 366-40 Total Acres 1 acre**VARIANCE REQUESTED** (provide relevant section of code) 3.10BDescribe why variance is needed: 3 acres are required for a
rural Business

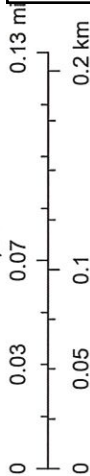
How does request meet criteria of Section 7.1.8 (see Attachment C): _____

Applicant Signature: [Signature] Date 02/08/2023

1173 Hwy 21 N



1:4,514



l-1 Red: Band_1

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

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: **Christian Hale** requests a **variance** from Sec. 3.15B, which requires a minimum of 3 acres for **rural business conditional use** approval. Located at 1173 Hwy 21 North.
Map# 366 Parcel# 40

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request **variance** from Sec. 3.15B, which requires a minimum of 3 acres for **rural business conditional use** approval, with conditions.

Executive Summary/Background

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

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

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

- In order to conduct his business, the applicant wishes to obtain a conditional use for a rural, a requirement of which is a 3-acre minimum. The property is 1 acre in total.
- .5 acres of the property was approved for rezoning to B-3, to allow for automotive repair, in 1997. It reverted in 2008 since no subdivision plat was submitted, but continued to operate as an automotive shop through multiple owners prior to the applicant.
- Given multiple factors cited in the conditional use Staff report, it is preferable that the business be operated as a rural business rather than rezoned to B-3.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval, with conditions:
 - The business will otherwise operate in full compliance with Sec. 3.15B.
- The motion was seconded by Mr. Brad Smith, and carried unanimously.

Alternatives

1. Approve the request for a **variance** from Sec. 3.15B **rural business**, with the following conditions:

- The business will otherwise operate in full compliance with Sec. 3.15B.

2. Deny the request for a **variance** from Sec. 3.15B **rural business**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

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

366-40

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

366-40

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, CHRISTIAN HALE has filed an application for a variance, from the requirement that a rural business property be a minimum of 3 acres; map and parcel number 366-40, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on April 4, 2023 and notice of said hearing having been published in the Effingham County Herald on March 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 February 22, 2023; and

IT IS HEREBY ORDAINED THAT a variance from the requirement that a rural business property be a minimum of 3 acres; map and parcel number 366-40, located in the 3rd commissioner district is approved, with the following conditions:

1. The business will otherwise operate in full compliance with Sec. 3.15B.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezone (Second District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: April 04, 2023
Item Description: **Bryant Ligon, BRD Land and Investment, GP** as Agent for **T and T 9G, LLC** requests to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**, to allow for a 549 unit single family and multi-family residential development. Located on Midland Road. **Map# 396 Parcels# 62, 62A**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 288.36 acres from **AR-1 and I-1** to **R-3 (multifamily (townhome) residential) and R-5 (single family residential)** to allow for the development of a single and multi-family residential subdivision, 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.
- Applicant has submitted a request to recombine two parcels and subdivide pursuant to *R-3 Multifamily Residential Districts* and *Sec. 5.17. R-5 Single Family Traditional Neighborhood Residential districts*.
- 396-62A was rezoned for a surface mine on May 19, 2020. Mining has not commenced.
- The 549-unit development (140 multifamily units and 409 single family units) may be served by county water, sewer, and reuse. Extensions of water sewer, and reuse lines to the development site are the responsibility of the applicant.
- Gross density is 549 units on 288.36ac = ~1.9 units per acre.
- **R-5** gross density is ~2.3 units per acre; net density is ~2.7 units per acre;
- **R-3** gross density is ~6.2 units per acre; net density is ~8.25 units per acre.
- Open space (R-5: 23.25ac + R-3: 5.26ac) is above the required 15% of net buildable area.
- Amenities will include activity fields, pool area, and pocket parks throughout the development. There will be a minimum 15' vegetative buffer around the perimeter of the development.
- Proposed paving width: 28'. The development includes road stub-outs to adjacent parcels on the north and east property boundaries. A single entrance to Midland Rd is proposed.
- At the November 28 pre-application meeting, and in follow up emails, staff provided input on requirements for open space, access management, and utilities. We met again on February 6 to discuss utilities and access management.
- Portions of these parcels are in flood zone A. A CLOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
- The scale of the proposed development exceeded the threshold to be considered a Development of Regional Impact (DRI). Project information was submitted for review on the DRI submissions website. The Coastal Regional Commission determined that the project warranted regional review (DRI # 3904); requested comments from neighboring jurisdictions and relevant organizations and state agencies; and is completing a report of findings.

- The project is not consistent with the regional future land use map, which designates the area as rural. According to the regional plan, rural areas are not expected to urbanize or require urban services in the next 20 years.
- The project is not consistent with the county Future Land Use map. The area is designated for Agriculture, which includes uses such as farming, livestock, timber harvesting, or recreation.
 - At the February 22, 2023 Planning Board meeting, Mr. Brad Smith made a motion for denial.
 - The motion was seconded by Mr. Peter Higgins, and carried unanimously.
 - At the March, 07, 2023 Board of Commissioners meeting, this item was postponed at the request of the applicant.

Alternatives

1. Approve the request to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**, with the following conditions:

1. A subdivision and recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 and R-5 zoning districts.
3. A Sketch Plan must be approved before site development plans are submitted.
4. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
5. A CLOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
6. All wetland impacts must be approved and permitted by USACE
7. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).

2. Deny the request to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

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

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: _____

Applicant/Agent: Bryant Ligon, BRD Land and Investment, GPApplicant Email Address: bligon@coastalcdev.comPhone # 919-801-0618Applicant Mailing Address: 234 Kinsley Park Drive, Suite 110City: Fort Mill State: SC Zip Code: 29715Property Owner, if different from above: T and T 9G, LLC*Include Signed & Notarized Authorization of Property Owner*Owner's Email Address (if known): Wmcdonald@fwforstry.com

Phone # _____

Owner's Mailing Address: P.O. Box 295City: Springfield State: GA Zip Code: 31329Property Location: Midland RoadProposed Road Access: Midland RoadPresent Zoning of Property: AR-1 & I-1 Proposed Zoning: R-5 & R-3Tax Map-Parcel # 03960062A00 Total Acres: 288.36 ac Acres to be Rezoned: R-5 = 271.36 ac
03960062 R-3 = 17.00 ac

Lot Characteristics: _____

WATER☐ Private Well☒ Public Water System**SEWER**☐ Private Septic System☒ Public Sewer SystemIf public, name of supplier: Effingham CountyJustification for Rezoning Amendment: To support the housing needs of south Effingham County.

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

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

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

Vacant

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

No. The proposed development will have positive impact to the counties economy

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

The property will be developed Single Family Detached and Townhome Neighborhood with amenities, open space, and off street parking areas along with conservation areas.

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

To the north of the subject property the area is generally vacant undeveloped property. To the south there are several single family residential developments

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

The proposed use fits the development pattern in the area along Hwy 30 and South Effingham County and will be compatible with the existing neighborhoods and development in the area.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No

Applicant Signature: _____

DocuSigned by:

530034AFBF83410...

Date 1/12/2023



*Completed Development Standards Submittal Form and Checklist
to be attached to applications to rezone to the
R-5: Single Family Traditional Neighborhood Design District.*

Proposed Name of Project T&T Property

Name of Applicant/Agent Mr. Bryant Ligon, BRD Land and Investment, GP

Phone 919-801-0618 Email bligon@coastalcdev.com

Water provider Effingham Sewer provider Effingham Capacity letter included YES / NO

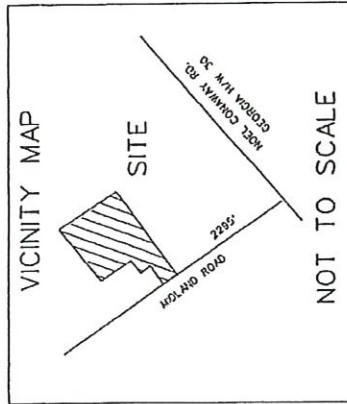
Tax map & parcel # 03960062A00 & 03960062

Total acreage of property 288.36 acres Acreage to be developed 168.77 acres

Current Zoning AR-1 & I-1 Proposed Zoning R-5 & R-3

Requirements to be shown on concept plan

Office Use	Applicant Use	
Planned Single-Family Home Communities – lot and building requirements		
	X	1. Maximum lot coverage is 45%
	X	2. Minimum lot size is 6,600sq. ft.
	X	3. Minimum lot width 50'
	X	4. Minimum front setback 15' Minimum side setback 7.5' (or 3', provided minimum separation of 15 feet is maintained) Minimum rear setback 25' Minimum side setback (street) 15'
	X	5. Common outdoor open space: 15% net usable acreage. Show proposed amenities & features (greenspace, pavilion, pool, path, etc.)
Subdivision Design Requirements – Roads, Curb & Gutter, Sidewalks, Buffers		
	X	1. Roads and ROW: -1a. Proposed road width 22' (no parking; show alley access to houses) -1b. Proposed road width 36' (show parking on both sides) -1c. Proposed road width 28' (show parking designated on one side only)
	X	2. Curb & Gutter, with min. 4' sidewalks
	X	3. Proposed lots platted parallel to arterial, collector, or local road right-of-way (see Appendix A) -3a. Show 20' landscaped strip and a residential street, with residential lot facing ROW -3b. Show 30' vegetative buffer, with rear yard facing ROW
	X	4. Two (2) off street parking spaces per dwelling PLUS one (1) space per five (5) dwelling unit overflow parking
Development Standards-Design Elements		
	X	1. Description of proposed exterior finish materials from <i>R-5 Single family Traditional Neighborhood design residential district, section 5.13.9a</i>
	X	2. Description of proposed design features from <i>R-5 Single family Traditional Neighborhood design residential district, section 5.13.9b</i> (totaling at least 4 points) ___ Dormers (functional or false) (1 point) ___ Gables (1 point) ___ Recessed entries (1 point) ___ Covered front porches, at least six (6) feet in depth (2 points) ___ Pillars or posts (1 point) ___ Two or more brick masonry pattern bond treatments (1 point) ___ Side or rear loaded garage or carport (3 points) ___ Bay windows (minimum twenty-four (24) inch projection) (1 point)
	X	3. Description of façade characteristics: - Proposed total of garage façade (maximum 40%) - Proposed front façade wall design (minimum 20% shall be windows and doors) - Proposed roof overhang (minimum 12 inches, excluding porches and patios)
	X	4. Description of proposed landscaping from <i>R-5 Single family Traditional Neighborhood design residential district, section 5.13.9f</i>



APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR

DATE

APPROVED BY THE EFFINGHAM COUNTY DEPARTMENT OF PUBLIC HEALTH, DIVISION OF ENGINEERING AND SANITATION, SPECIFIC BUILDING SITES REQUIRE ADDITIONAL REVIEW AND APPROVAL.

Approved 2/13/20
DIRECTOR

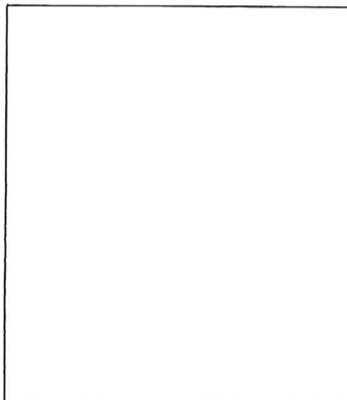
SURVEY FOR
T&T9G LLC
A RECOMBINATION SURVEY OF
TWO PARCELS, THEN A DIVISION
OF THE TOTAL AREA.
LOCATED IN THE 1559TH, G.M.D.
EFFINGHAM COUNTY, GEORGIA

SURVEYED 25 NOV 2019
PLAT DRAWN 25 NOV 2019

TANT.DCN NOV 2019

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERENCE THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015, THIS PROPERTY IS LOCATED IN "ZONE X". (OUTSIDE THE 500 YEAR FLOODPLAIN)

NOTE: SUBJECT PROPERTY IS A REDRAWING OF MAP & PARCEL 397-72 & 396-62 OF THE EFFINGHAM CITY TAX ASSESSORS FILE, METES AND BOUNDS TAKEN FROM PLATS BOOK 2 PAGE 96 AND BOOK 28 PAGE 222



LEGEND:

- IRF 5/8" REBAR FOUND
- IRS 5/8" REBAR SET
- PL PROPERTY LINE
- CMF CONC MON. FOUND
- N/F NOW OR FORMERLY
- PP POWER POLE
- EQU. USED TOTAL STATION
- TOPCON 303
- ERROR OF CLOSURE
- 1:24,000 PLAT NOT ADJUSTED

ADOLPH N. MICHELIS & ASSO.
736 SANDY RIDGE ROAD
STYLVANIA, GEORGIA 30467
PH. (912) 825 3972

SURVEYORS CERTIFICATION

(1) As required by subsection (a) of O.C.G.A. Section 46-6-67, this plat has been prepared by a land surveyor and approved by the State Board of Surveyors. It is hereby certified that the survey was conducted in accordance with the provisions of the Georgia Surveying Act of 1967, as amended, and that the survey was completed on or before the date of this certification. Such approval or attestation should be confirmed with the State Board of Surveyors. This plat is to be used only for the purpose for which it was prepared and is not to be used for any other purpose without the written consent of the surveyor. The undersigned land surveyor certifies that this plat complies with the provisions of the Georgia Surveying Act of 1967, as amended, and that the survey was completed on or before the date of this certification. Registration for Professional Engineers and Land Surveyors and the seal of the State Board of Surveyors.



Adolph N. Michelis
DATE: 11-09-19

REFERENCES:
PCAB A99 D
PB-2 PAGE 96
PCAB C10 E-1
PCAB A338 B
PB-28 PAGE 222

SCALE: 1" = 1000'





Fiber Cement Siding



Dormers



Gables



Recessed entries



Covered front porches, at least six (6) feet in depth



R-5 Design Elements

Pillars or posts



Side loaded garage or carport



Bay windows (minimum twenty-four (24) inch projection)



396-62&62A



2/17/2023

Tax Parcel Labels Future Land Use - Plan Date 10/1/2019

- Roads
- Residential
 - Conservation/Recreation
 - Agriculture
 - Commercial
 - Industrial
 - Public/Institutional
 - Transportation/Utilities
 - Undeveloped

1:31,598

0 0.23 0.45 0.7 0.9 mi

0 0.35 0.7 1.4 km

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin
INCREMENT P, USGS, METINASA, EPA, USDA

Item XIV. 13.

396-62&62A



- Legend**
- Address Points
 - Tax Parcels With Labels
 - Zoning
 - AR-1
 - AR-2
 - R-1
 - R-2
 - R-3
 - R-4
 - R-5
 - R-6
 - B-1
 - B-2
 - B-3
 - I-1
 - FH
 - CP
 - PD
 - Other
 - Road Names
 - Road Centerlines

This map is a user generated static output from rightspot.spateng.com website and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

18 Jan, 2023

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 **Bryant Ligon, BRD Land and Investment, GP – (Map # 396 Parcels # 62&62A)** from **AR-1 & I-1** to **R-5 & R-3** zoning.

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL PSH

Of the rezoning request by applicant **Bryant Ligon, BRD Land and Investment, GP – (Map # 396 Parcels # 62&62A)** from **AR-1 & I-1** to **R-5 & R-3** zoning.

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

PSH

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____

Of the rezoning request by applicant **Bryant Ligon, BRD Land and Investment, GP – (Map # 396 Parcels # 62&62A)** from AR-1 & I-1 to R-5 & R-3 zoning.

- DB
- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
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- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

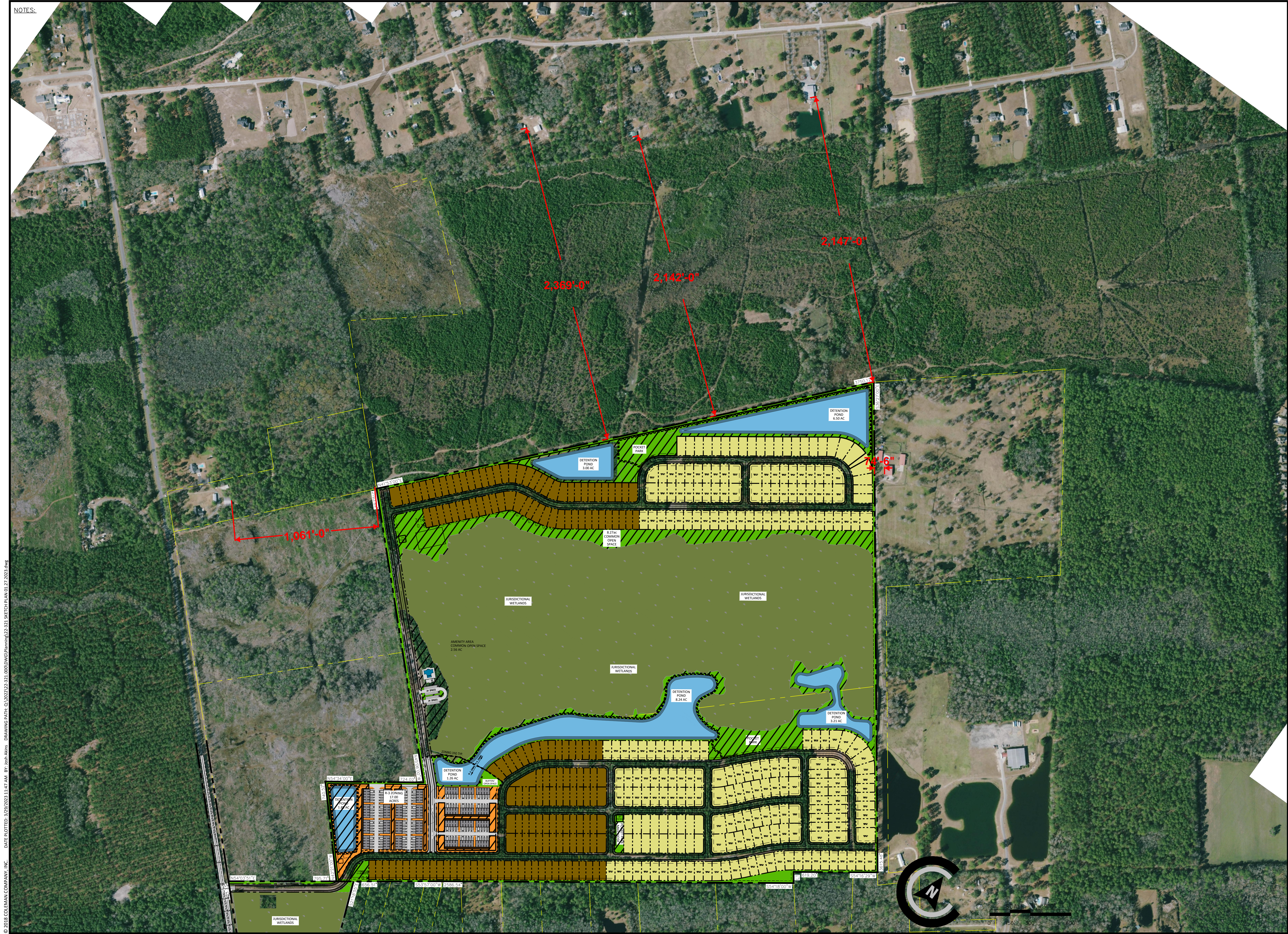
APPROVAL _____

DISAPPROVAL X

Of the rezoning request by applicant **Bryant Ligon, BRD Land and Investment, GP – (Map # 396 Parcels # 62&62A)** from AR-1 & I-1 to R-5 & R-3 zoning.

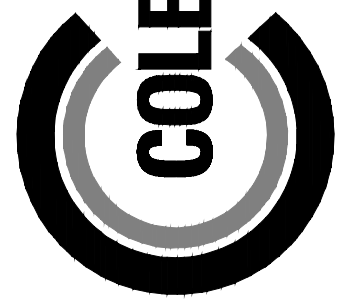
- Yes ☒ No ☐ 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No ☐ 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ☒ No ☐ 3. Could traffic created by the proposed use, or other uses permissible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

single point of access



NOTES:

© 2018 COLEMAN COMPANY, INC. DATE PLOTTED: 3/29/2023 11:47 AM BY: Josh Adams DRAWING PATH: C:\2023\22-321\2023\DWG\Shaping\22-321 SKETCH PLAN 01.27.2023.dwg



COLEMAN COMPANY
ENGINEERS • SURVEYORS
Savannah, Georgia | (912) 200-3641 | CCI-SAV.COM

NOT FOR CONSTRUCTION

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

REVISIONS:

CONCEPTUAL PLAN

T & T PROPERTY

PREPARED FOR: COASTAL CORNERSTONE DEVELOPMENT

LOCATED IN EFFINGHAM COUNTY, GEORGIA

JOB NUMBER:	22-321
DATE:	01/12/2023
DRAWN BY:	
CHECKED BY:	
SCALE:	AS NOTED

CONCEPTUAL PLAN

SHEET:
CP1.0

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: April 04, 2023
Item Description: **Bryant Ligon, BRD Land and Investment, GP** as Agent for **T and T 9G, LLC** requests to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**, to allow for a 549 unit single family and multi-family residential development. Located on Midland Road. **Map# 396 Parcels# 62, 62A**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 288.36 acres from **AR-1 and I-1** to **R-3 (multifamily (townhome) residential) and R-5 (single family residential)** to allow for the development of a single and multi-family residential subdivision, 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.
- Applicant has submitted a request to recombine two parcels and subdivide pursuant to *R-3 Multifamily Residential Districts* and *Sec. 5.17. R-5 Single Family Traditional Neighborhood Residential districts*.
- 396-62A was rezoned for a surface mine on May 19, 2020. Mining has not commenced.
- The 549-unit development (140 multifamily units and 409 single family units) may be served by county water, sewer, and reuse. Extensions of water sewer, and reuse lines to the development site are the responsibility of the applicant.
- Gross density is 549 units on 288.36ac = ~1.9 units per acre.
- **R-5** gross density is ~2.3 units per acre; net density is ~2.7 units per acre;
- **R-3** gross density is ~6.2 units per acre; net density is ~8.25 units per acre.
- Open space (R-5: 23.25ac + R-3: 5.26ac) is above the required 15% of net buildable area.
- Amenities will include activity fields, pool area, and pocket parks throughout the development. There will be a minimum 15' vegetative buffer around the perimeter of the development.
- Proposed paving width: 28'. The development includes road stub-outs to adjacent parcels on the north and east property boundaries. A single entrance to Midland Rd is proposed.
- At the November 28 pre-application meeting, and in follow up emails, staff provided input on requirements for open space, access management, and utilities. We met again on February 6 to discuss utilities and access management.
- Portions of these parcels are in flood zone A. A CLOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
- The scale of the proposed development exceeded the threshold to be considered a Development of Regional Impact (DRI). Project information was submitted for review on the DRI submissions website. The Coastal Regional Commission determined that the project warranted regional review (DRI # 3904); requested comments from neighboring jurisdictions and relevant organizations and state agencies; and is completing a report of findings.

- The project is not consistent with the regional future land use map, which designates the area as rural. According to the regional plan, rural areas are not expected to urbanize or require urban services in the next 20 years.
- The project is not consistent with the county Future Land Use map. The area is designated for Agriculture, which includes uses such as farming, livestock, timber harvesting, or recreation.
 - At the February 22, 2023 Planning Board meeting, Mr. Brad Smith made a motion for denial.
 - The motion was seconded by Mr. Peter Higgins, and carried unanimously.
 - At the March, 07, 2023 Board of Commissioners meeting, this item was postponed at the request of the applicant.

Alternatives

1. Approve the request to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**, with the following conditions:

1. A subdivision and recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 and R-5 zoning districts.
3. A Sketch Plan must be approved before site development plans are submitted.
4. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
5. A CLOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
6. All wetland impacts must be approved and permitted by USACE
7. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).

2. Deny the request to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
396-62&62A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
396-62&62A

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, BRYANT LIGON, BRD LAND AND INVESTMENT, GP has filed an application to rezone two hundred eighty-eight and thirty-six hundredths (288.36) +/- acres; from AR-1 & I-1 to R-5 & R-3 to allow for a residential subdivision; map and parcel number 396-62&62A, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on March 7, 2023 and notice of said hearing having been published in the Effingham County Herald on February 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 February 1, 2023; and

IT IS HEREBY ORDAINED THAT two hundred eighty-eight and thirty-six hundredths (288.36) +/- acres; map and parcel number 396-62&62A, located in the 2nd commissioner district is rezoned from AR-1 & I-1 to R-5 & R-3, with the following conditions:

1. A subdivision and recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 and R-5 zoning districts.
3. A Sketch Plan must be approved before site development plans are submitted.
4. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
5. A CLOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
6. All wetland impacts must be approved and permitted by USACE
7. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (First District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: **TK Electric, LLC** requests to **rezone** 6.2 acres from **AR-1** to **B-3**, to allow for commercial development. Located at 763 US Highway 80. **Map# 302 Parcel# 105**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 6.2 acres from **AR-1** to **B-3**, to allow for commercial 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 proposed development will consist of two 12,000 sf buildings, to be used for storage of electrical supplies for TK Electric, a Hyundai contractor. In addition, a retail/restaurant building will be constructed on the Hwy 80 frontage.
- No truck parking or outdoor storage is proposed.
- The development will be served by a private water supplier and an individual septic system.
- The parcel is bisected by wetlands. To avoid wetlands impacts, the applicant proposes to access the storage buildings from Dogwood Way, which is a county maintained road.
- A traffic impact assessment and GDOT encroachment permit will be required prior to site development plan approval.
- A 30' vegetative buffer is required on property boundaries adjacent to R and AR properties to screen the commercial buildings.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for denial.
- The motion was seconded by Mr. Alan Zipperer, and carried unanimously.

Alternatives

1. Approve the request to **rezone** 6.2 acres from **AR-1** to **B-3**, with the following conditions:

1. The lot shall meet the requirements of the B-3 zoning district.
2. A Sketch Plan must be approved before site development plans are submitted.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Ch. 34 Flood Damage Prevention**.
4. A CLOMR or CLOMA application to FEMA will be required, if applicable, to authorize fill to build the site above the base flood elevation.
5. All wetland impacts must be approved and permitted by USACE.
6. A traffic study shall be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
7. The proposed Dogwood Way driveway shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev.

2022). Approval from GDOT for access to Hwy 80 will be required during site plan review process.

2. Deny the request to **rezone** 6.2 acres from **AR-1** to **B-3**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

1. Rezoning application and checklist
2. Ownership certificate/authorization

3. Plat
4. Aerial photograph
5. Deed

ATTACHMENT A – REZONING AMENDMENT APPLICATIONApplication Date: 2-7-2023Applicant/Agent: TK ELECTRIC LLCApplicant Email Address: katieoh1970@gmail.comPhone # 678-687-4477Applicant Mailing Address: 5341 Perimeter ParkwayCity: Montgomery State: AL Zip Code: 36116

Property Owner, if different from above: _____

*Include Signed & Notarized Authorization of Property Owner*Owner's Email Address (if known): katieoh1970@gmail.comPhone # 678-687-4477Owner's Mailing Address: 5341 Perimeter ParkwayCity: Montgomery State: AL Zip Code: 36116Property Location: 763 US Hwy 80Proposed Road Access: 763 US Hwy 80/Dogwood WayPresent Zoning of Property: AR-1 Proposed Zoning: B-3Tax Map-Parcel # 03020105 Total Acres: 6.20 Acres to be Rezoned: 6.20

Lot Characteristics: _____

WATER☐ Private Well☒ Public Water SystemIf public, name of supplier: Water Utility Management**SEWER**☒ Private Septic System☐ Public Sewer System

Justification for Rezoning Amendment: _____

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

North _____ South _____ East _____ West _____

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

Single Family Residential

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.

Restaurant/Commercial Business

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

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

Provide a new place to eat and contribute to the development of surrounding areas

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No

Applicant Signature:



Date

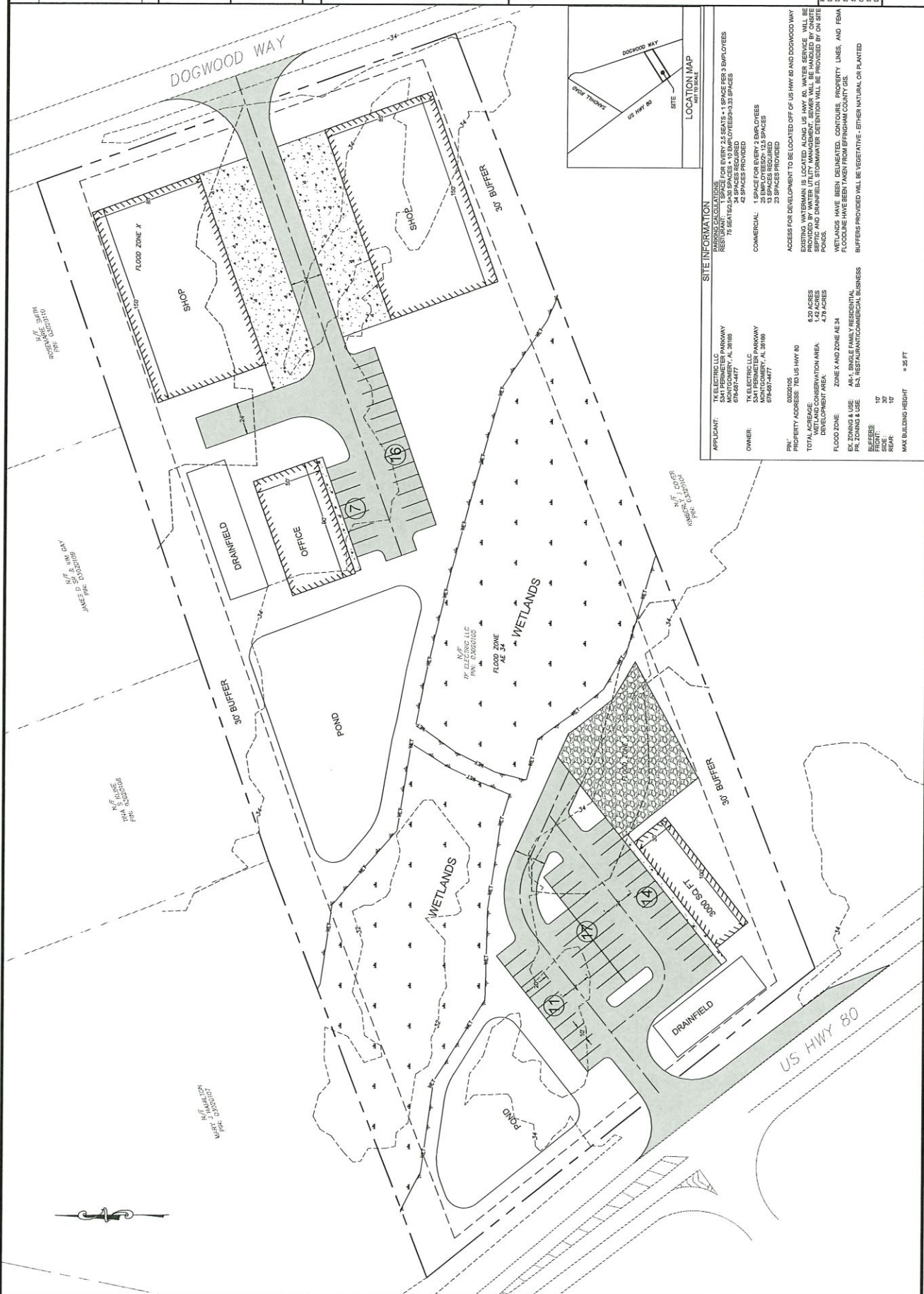
2/7/23

SKETCH PLAN

EMC ENGINEERING SERVICES, INC.
27 Cushman Center South, Suite A
Sausalito, CA 94965
Ph: (415) 225-6533
Fax: (415) 223-6580
sales@emc-engineering.com
www.emc-engineering.com

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GREENVILLE • GAITHERSBURG • HAWAII • ILLINOIS • INDIANAPOLIS • KANSAS • KENTUCKY • LOUISIANA • MAINE • MARYLAND • MASSACHUSETTS • MICHIGAN • MINNESOTA • MISSISSIPPI • MISSOURI • MONTANA • NEBRASKA • NEVADA • NEW HAMPSHIRE • NEW JERSEY • NEW YORK • NORTH CAROLINA • NORTH DAKOTA • OHIO • OKLAHOMA • OREGON • PENNSYLVANIA • RHODE ISLAND • SOUTH CAROLINA • SOUTH DAKOTA • TENNESSEE • TEXAS • UTAH • VERMONT • VIRGINIA • WASHINGTON • WEST VIRGINIA • WISCONSIN • WYOMING**

NO.	REVISION DESCRIPTION	DATE
1		
2		
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

9 Feb, 2023

An aerial photograph of a residential neighborhood with yellow property lines overlaid. A large parcel, labeled 302-103, is highlighted with a red border. The map includes numerous street names such as Dogwood Way, US HWY 80, and James Ct. Other parcels are labeled with numbers like 302-124, 302-125, 302-126, 302-127, 302-128, 302-129, 302-130, 302-131, 302-132, 302-133, 302-134, 302-135, 302-136, 302-137, 302-138, 302-139, 302-140, 302-141, 302-142, 302-143, 302-144, 302-145, 302-146, 302-147, 302-148, 302-149, 302-150, 302-151, 302-152, 302-153, 302-154, 302-155, 302-156, 302-157, 302-158, 302-159, 302-160, 302-161, 302-162, 302-163, 302-164, 302-165, 302-166, 302-167, 302-168, 302-169, 302-170, 302-171, 302-172, 302-173, 302-174, 302-175, 302-176, 302-177, 302-178, 302-179, 302-180, 302-181, 302-182, 302-183, 302-184, 302-185, 302-186, 302-187, 302-188, 302-189, 302-190, 302-191, 302-192, 302-193, 302-194, 302-195, 302-196, 302-197, 302-198, 302-199, 302-200, 302-201, 302-202, 302-203, 302-204, 302-205, 302-206, 302-207, 302-208, 302-209, 302-210, 302-211, 302-212, 302-213, 302-214, 302-215, 302-216, 302-217, 302-218, 302-219, 302-220, 302-221, 302-222, 302-223, 302-224, 302-225, 302-226, 302-227, 302-228, 302-229, 302-230, 302-231, 302-232, 302-233, 302-234, 302-235, 302-236, 302-237, 302-238, 302-239, 302-240, 302-241, 302-242, 302-243, 302-244, 302-245, 302-246, 302-247, 302-248, 302-249, 302-250, 302-251, 302-252, 302-253, 302-254, 302-255, 302-256, 302-257, 302-258, 302-259, 302-260, 302-261, 302-262, 302-263, 302-264, 302-265, 302-266, 302-267, 302-268, 302-269, 302-270, 302-271, 302-272, 302-273, 302-274, 302-275, 302-276, 302-277, 302-278, 302-279, 302-280, 302-281, 302-282, 302-283, 302-284, 302-285, 302-286, 302-287, 302-288, 302-289, 302-290, 302-291, 302-292, 302-293, 302-294, 302-295, 302-296, 302-297, 302-298, 302-299, 302-300, 302-301, 302-302, 302-303, 302-304, 302-305, 302-306, 302-307, 302-308, 302-309, 302-310, 302-311, 302-312, 302-313, 302-314, 302-315, 302-316, 302-317, 302-318, 302-319, 302-320, 302-321, 302-322, 302-323, 302-324, 302-325, 302-326, 302-327, 302-328, 302-329, 302-330, 302-331, 302-332, 302-333, 302-334, 302-335, 302-336, 302-337, 302-338, 302-339, 302-340, 302-341, 302-342, 302-343, 302-344, 302-345, 302-346, 302-347, 302-348, 302-349, 302-350, 302-351, 302-352, 302-353, 302-354, 302-355, 302-356, 302-357, 302-358, 302-359, 302-360, 302-361, 302-362, 302-363, 302-364, 302-365, 302-366, 302-367, 302-368, 302-369, 302-370, 302-371, 302-372, 302-373, 302-374, 302-375, 302-376, 302-377, 302-378, 302-379, 302-380, 302-381, 302-382, 302-383, 302-384, 302-385, 302-386, 302-387, 302-388, 302-389, 302-390, 302-391, 302-392, 302-393, 302-394, 302-395, 302-396, 302-397, 302-398, 302-399, 302-400, 302-401, 302-402, 302-403, 302-404, 302-405, 302-406, 302-407, 302-408, 302-409, 302-410, 302-411, 302-412, 302-413, 302-414, 302-415, 302-416, 302-417, 302-418, 302-419, 302-420, 302-421, 302-422, 302-423, 302-424, 302-425, 302-426, 302-427, 302-428, 302-429, 302-430, 302-431, 302-432, 302-433, 302-434, 302-435, 302-436, 302-437, 302-438, 302-439, 302-440, 302-441, 302-442, 302-443, 302-444, 302-445, 302-446, 302-447, 302-448, 302-449, 302-450, 302-451, 302-452, 302-453, 302-454, 302-455, 302-456, 302-457, 302-458, 302-459, 302-460, 302-461, 302-462, 302-463, 302-464, 302-465, 302-466, 302-467, 302-468, 302-469, 302-470, 302-471, 302-472, 302-473, 302-474, 302-475, 302-476, 302-477, 302-478, 302-479, 302-480, 302-481, 302-482, 302-483, 302-484, 302-485, 302-486, 302-487, 302-488, 302-489, 302-490, 302-491, 302-492, 302-493, 302-494, 302-495, 302-496, 302-497, 302-498, 302-499, 302-500, 302-501, 302-502, 302-503, 302-504, 302-505, 302-506, 302-507, 302-508, 302-509, 302-510, 302-511, 302-512, 302-513, 302-514, 302-515, 302-516, 302-517, 302-518, 302-519, 302-520, 302-521, 302-522, 302-523, 302-524, 302-525, 302-526, 302-527, 302-528, 302-529, 302-530, 302-531, 302-532, 302-533, 302-534, 302-535, 302-536, 302-537, 302-538, 302-539, 302-540, 302-541, 302-542, 302-543, 302-544, 302-545, 302-546, 302-547, 302-548, 302-549, 302-550, 302-551, 302-552, 302-553, 302-554, 302-555, 302-556, 302-557, 302-558, 302-559, 302-560, 302-561, 302-562, 302-563, 302-564, 302-565, 302-566, 302-567, 302-568, 302-56

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 **TK Electric, LLC – (Map # 302 Parcels # 105)** from **AR-1** to **B-3** zoning.

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____

Of the rezoning request by applicant **TK Electric, LLC – (Map # 302 Parcels # 105)** from **AR-1** to **B-3** zoning.

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?
☒ Yes ☒ No

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL X

Of the rezoning request by applicant **TK Electric, LLC – (Map # 302 Parcels # 105)** from **AR-1** to **B-3** zoning.

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

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

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

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

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

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

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

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

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 **TK Electric, LLC – (Map # 302 Parcels # 105)** from **AR-1** to **B-3** zoning.

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

SUBMITTED

3/24/2023



Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: TK Electric, LLC requests to **rezone** 6.2 acres from **AR-1** to **B-3**, to allow for commercial development. Located at 763 US Highway 80. **Map# 302 Parcel# 105**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 6.2 acres from **AR-1** to **B-3**, to allow for commercial 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 proposed development will consist of two 12,000 sf buildings, to be used for storage of electrical supplies for TK Electric, a Hyundai contractor. In addition, a retail/restaurant building will be constructed on the Hwy 80 frontage.
- No truck parking or outdoor storage is proposed.
- The development will be served by a private water supplier and an individual septic system.
- The parcel is bisected by wetlands. To avoid wetlands impacts, the applicant proposes to access the storage buildings from Dogwood Way, which is a county maintained road.
- A traffic impact assessment and GDOT encroachment permit will be required prior to site development plan approval.
- A 30' vegetative buffer is required on property boundaries adjacent to R and AR properties to screen the commercial buildings.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for denial.
- The motion was seconded by Mr. Alan Zipperer, and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 6.2 acres from **AR-1** to **B-3**, with the following conditions:

1. The lot shall meet the requirements of the B-3 zoning district.
2. A Sketch Plan must be approved before site development plans are submitted.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Ch. 34 Flood Damage Prevention**.
4. A CLOMR or CLOMA application to FEMA will be required, if applicable, to authorize fill to build the site above the base flood elevation.
5. All wetland impacts must be approved and permitted by USACE.
6. A traffic study shall be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
7. The proposed Dogwood Way driveway shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev.

2022). Approval from GDOT for access to Hwy 80 will be required during site plan review process.

2. Deny the request to **rezone** 6.2 acres from **AR-1** to **B-3**.

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Zoning Map Amendment

Other Alternatives: 2

FUNDING: N/A

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
302-105

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
302-105

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, TK Electric, LLC has filed an application to rezone six and twenty hundredths (6.2) +/- acres; from AR-1 to B-3 to allow for commercial development; map and parcel number 302-105, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on April 4, 2023 and notice of said hearing having been published in the Effingham County Herald on March 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 February 22, 2023; and

IT IS HEREBY ORDAINED THAT six and twenty hundredths (6.2) +/- acres; map and parcel number 302-105, located in the 1st commissioner district is rezoned from AR-1 to B-3, with the following conditions:

1. The lot shall meet the requirements of the B-3 zoning district.
2. A Sketch Plan must be approved before site development plans are submitted.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Ch. 34 Flood Damage Prevention**.
4. A CLOMR or CLOMA application to FEMA will be required, if applicable, to authorize fill to build the site above the base flood elevation.
5. All wetland impacts must be approved and permitted by USACE.
6. A traffic study shall be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
7. The proposed Dogwood Way driveway shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022). Approval from GDOT for access to Hwy 80 will be required during site plan review process.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Sketch Plan (First District)
Author: Teresa Concannon, Planning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: **TK Electric, LLC** requests approval of a **sketch plan** for TK Electric, LLC. Located at 763 US Highway 80, zoned **AR-1** proposed zoning **B-3. Map# 302 Parcel# 105**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for TK Electric on Hwy 80.

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.
- Development Services staff met with the applicant on 1/19/2023, and with the design engineer on 2/6/2023. The proposed uses and access management were discussed.
- The storage buildings will be constructed in phase 1, and the restaurant building will be phase 2.
- The site will be served by private water and a septic system. Entrances on Hwy 80 and Dogwood Way are planned.
- The parcel is in flood zone AE. A CLOMR or CLOMA application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
- After Sketch Plan approval, staff will follow up with a Notice to Proceed, summarizing requirements and recommendations.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for denial.
- The motion was seconded by Mr. Alan Zipperer, and carried unanimously.

Alternatives

1. Approve the sketch plan for TK Electric, LLC., at 763 Hwy 80.

1. Land clearing, site development, and building construction activities are limited to 7am to 7pm only.

2. Deny the sketch plan for TK Electric, LLC., at 763 Hwy 80.

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Sketch Plan Application

Other Alternatives: 2

FUNDING: N/A

2. Aerial Photograph 3. Sketch Plan

EFFINGHAM COUNTY

SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY

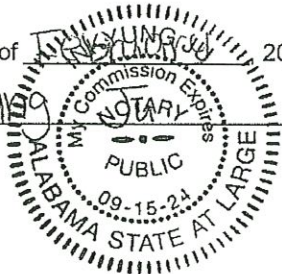
Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision TK Electric LLCName of Applicant/Agent TK Electric LLC Phone _____Company Name TK Electric LLCAddress 5341 Perimeter Parkway Montgomery, AL 36116Owner of Record TK Electric LLC Phone 678-687-4477Address 5341 Perimeter Parkway Montgomery, AL 36116Engineer EMC Engineering Services, Inc Phone 912-644-3217Address 27 Chatham Center South Ste A Savannah, GA 31405Surveyor EMC Engineering Services, Inc Phone 912-644-3217Address 27 Chatham Center South Ste A Savannah, GA 31405Proposed water Private Proposed sewer On-SiteTotal acreage of property 6.20 Acreage to be divided _____ Number of Lots Proposed _____Current Zoning AR-1 Proposed Zoning B-3 Tax map - Block - Parcel No 03020105

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.

This 7th day of February 2023In Kyung
Notary

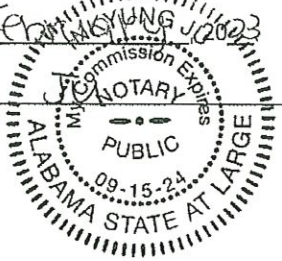
Applicant

Owner

X	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
X	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 7th day of February 2023
In Kyung
Notary



Applicant [Signature]
Owner [Signature]

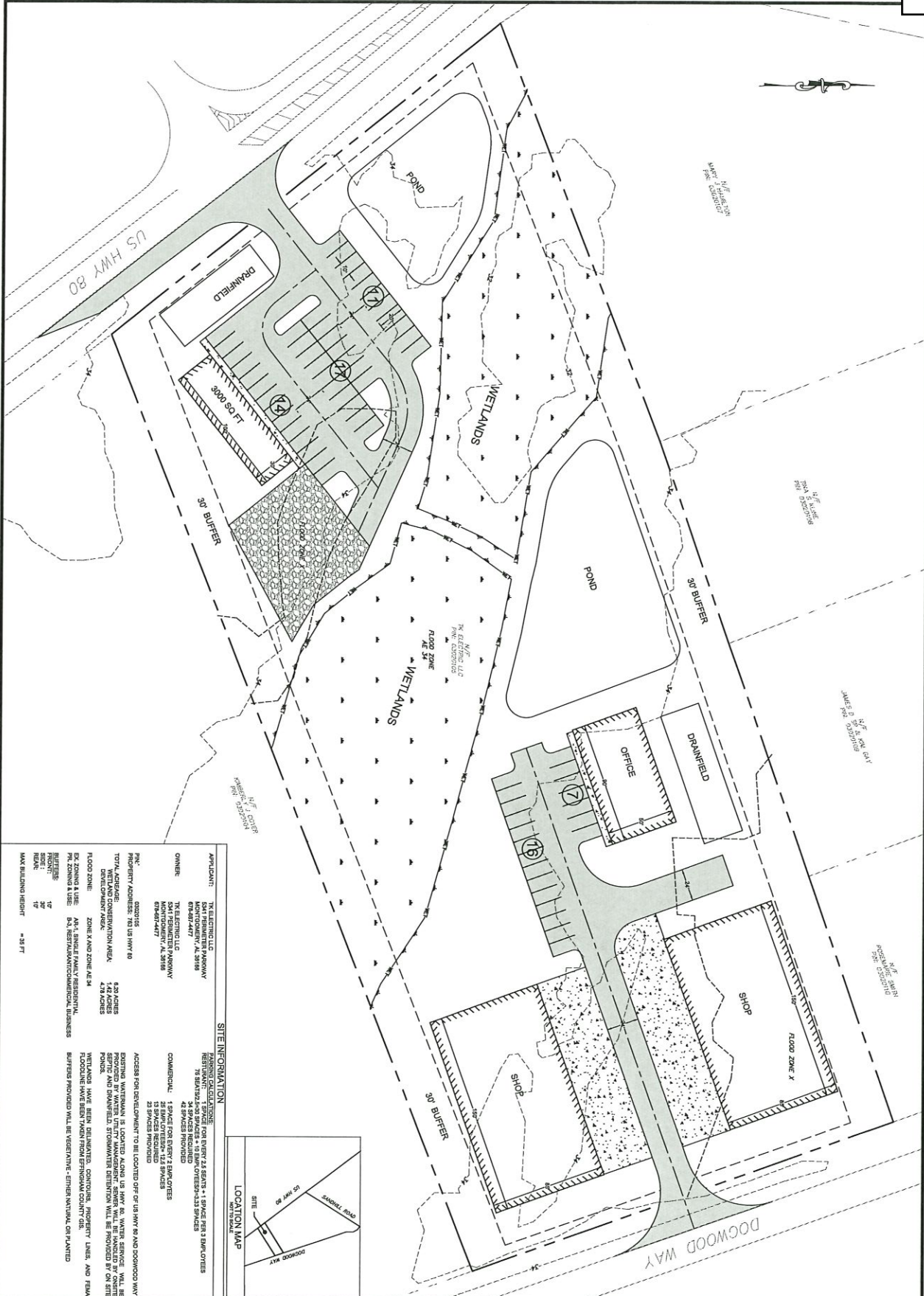


This map is a user generated static output from rightspot.spateng.com website and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

9 Feb, 2023

0 1/2023/12-0013 TK ELECTRIC 763 US HWY 80/01012-00000 2/1/2023 6:08 PM



APPLICANT:		TK ELECTRIC, LLC
OWNER:		TK ELECTRIC, LLC
PROJECT:		1.5 ACRES
PROPERTY ADDRESS:		763 US HWY 80
DEVELOPMENT AREA:		1.5 ACRES
FLOOD ZONE:		ZONE X AND ZONE A-3
DEVELOPMENT TYPE:		COMMERCIAL
DEVELOPMENT USE:		OFFICE, SHOP, PARKING LOT
DEVELOPMENT TYPE:		COMMERCIAL
DEVELOPMENT USE:		OFFICE, SHOP, PARKING LOT

SKETCH PLAN	
TK ELECTRIC	
763 US HWY 80	
EFFINGHAM COUNTY, GEORGIA	
Prepared for:	
TK ELECTRIC, LLC	

PROJ. NO.:		23001
DESIGNED BY:		JCH
CHECKED BY:		AM
DATE:		12/1/2023

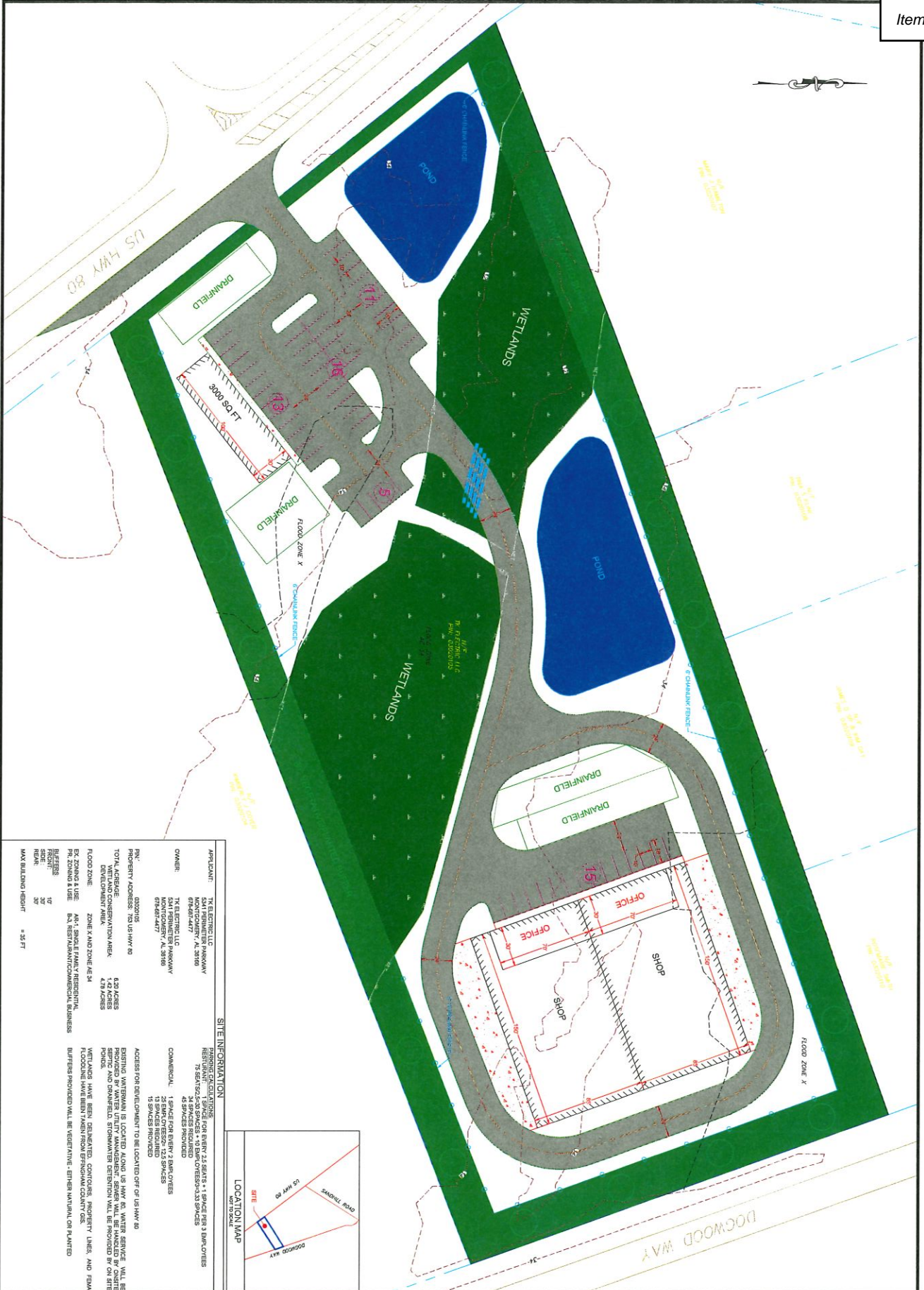
EMC ENGINEERING SERVICES, INC.	
27 Chatham Center South, Suite A	
Savannah, GA 31406	
Ph: (912) 232-6533	
Fax: (912) 232-4880	
services@emc-eng.com	
www.emc-eng.com	

NO.	REVISION DESCRIPTION	DATE
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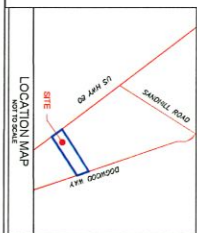
SUBMITTED

3/24/2023

PL 23-23 2023/12/07 09:40:59 MAY 59 783 302373 M 7100-17-17(202) 0



SITE INFORMATION	
APPLICANT:	TK ELECTRIC, LLC
OWNER:	TK ELECTRIC, LLC
PROJECT ADDRESS:	763 US HWY 80
PROJECT NAME:	TK ELECTRIC, LLC
PROJECT TYPE:	COMMERCIAL
PROJECT ZONE:	ZONE X AND ZONE A-34
PROJECT ZONE A USE:	AR-1, SINGLE-FAMILY RESIDENTIAL
PROJECT ZONE A USE:	BA-1, RESTAURANT/COMMERCIAL BUSINESS
PROJECT ZONE A USE:	BU-1, BUSINESS
PROJECT ZONE A USE:	BU-2, BUSINESS
PROJECT ZONE A USE:	BU-3, BUSINESS
PROJECT ZONE A USE:	BU-4, BUSINESS
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PROJECT ZONE A USE:	BU-99, BUSINESS
PROJECT ZONE A USE:	BU-100, BUSINESS



SKETCH PLAN

TK ELECTRIC

763 US HWY 80

EFFINGHAM COUNTY, GEORGIA

Prepared for:

TK ELECTRIC, LLC

EMC ENGINEERING SERVICES, INC.

27 Chatham Center South, Suite A

Savannah, GA 31405

Ph: (912) 232-6533

Fax: (912) 232-6560

www.emc-eng.com

CIVIL

MARINE

ENVIRONMENTAL

ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS

GREENVILLE • SAVANNAH • STATESBORO • THOMASTON • VALDOSTA

NO.	REVISION DESCRIPTION	DATE
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Staff Report

Subject: Rezone (First District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: **3 Byrds Development, LLC** requests to **rezone** 39.46 acres from **AR-1** to **R-3** to allow for a 213-unit multi-family residential development. Located on Hwy 30. **[Map# 352 Parcel# 18]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 39.46 acres from **AR-1** to **R-3** to allow for a 213-unit multi-family residential development on Hwy 30.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. The R-3 multi-family zoning district allows up to 9 dwelling units per acre, and requires at least 15% of net usable area as common outdoor open space.
- There is a proposed 20' buffer around the perimeter
- The concept plan for the proposed 213-unit townhome development includes covered picnic shelters, a playground, a dog park, and walking trails. There is a proposed 20' buffer around the perimeter of the property. The frontage on Hwy 30 (1.2ac) is proposed for a community site.
- Gross density is 213 units/38.31ac = 5.6 unit/acre. At least 5.5 acres of common open space is required.
- The applicant proposes to extend lines ~1000' to connect to existing water and sewer at Windfield.
- Adjacent residential development is AR-1 and AR-2; high density single family development nearby on Zittrouer Road and Hwy 30 is zoned R-6 and PD (.15ac lots).
- At the February 13 pre-application meeting, staff provided input on requirements for open space, block length, access management, and utilities.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval, with conditions:
 1. A Sketch Plan must be approved before site development plans are submitted.
 2. Future use of the above-referenced property being rezoned shall meet R-3 zoning district requirements.
 3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
 4. All wetland impacts must be approved and permitted by USACE
 5. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
 6. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).

- The motion was seconded by Mr. Alan Zipperer, and carried 3-1, with Mr. Brad Smith voting against.

Alternatives

1. Approve the request to **rezone** 39.46 acres from **AR-1** to **R-3**, with the following conditions:

1. A Sketch Plan must be approved before site development plans are submitted.
2. Future use of the above-referenced property being rezoned shall meet R-3 zoning district requirements.
3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
4. All wetland impacts must be approved and permitted by USACE
5. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
6. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).

2. Deny the request to **rezone** 39.46 acres from **AR-1** to **R-3**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

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

ATTACHMENT A – REZONING AMENDMENT APPLICATIONApplication Date: 01/31/2023Applicant/Agent: 3 Byrds Development, LLCApplicant Email Address: mb@mattbyrdhomes.comPhone # 912-704-6400Applicant Mailing Address: 122 Canal Street, Suite 108City: Pooler State: GA Zip Code: 31322Property Owner, if different from above: _____
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: Noel C. Conaway Road (Hwy 30)Proposed Road Access: Noel C. Conaway Road (Hwy 30)Present Zoning of Property: AR-1 Proposed Zoning: R-3Tax Map-Parcel # 03520018 Total Acres: 39.46 Acres to be Rezoned: 39.46Lot Characteristics: Rectangle in shape**WATER**

____ Private Well

☒ Public Water System**SEWER**

____ Private Septic System

☒ Public Sewer SystemIf public, name of supplier: Effingham CountyJustification for Rezoning Amendment: To develop a multi-family community.

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

North AR-1 South R6 East AR-2 West AR-1

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

Currently zoned as AR-1.

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

No.

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

We would like to rezone the property to R-3 and develop a multi-family community with multiple common areas, playgrounds, picnic areas, trails, and a clubhouse.

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

There are multiple R-6 communities alongside Hwy 30, and a R-3 zoned property next to the High School.

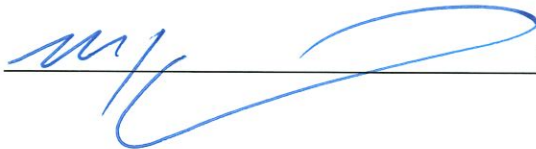
5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Similar in use to the two mini R-6 communities across the street on Hwy 30.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

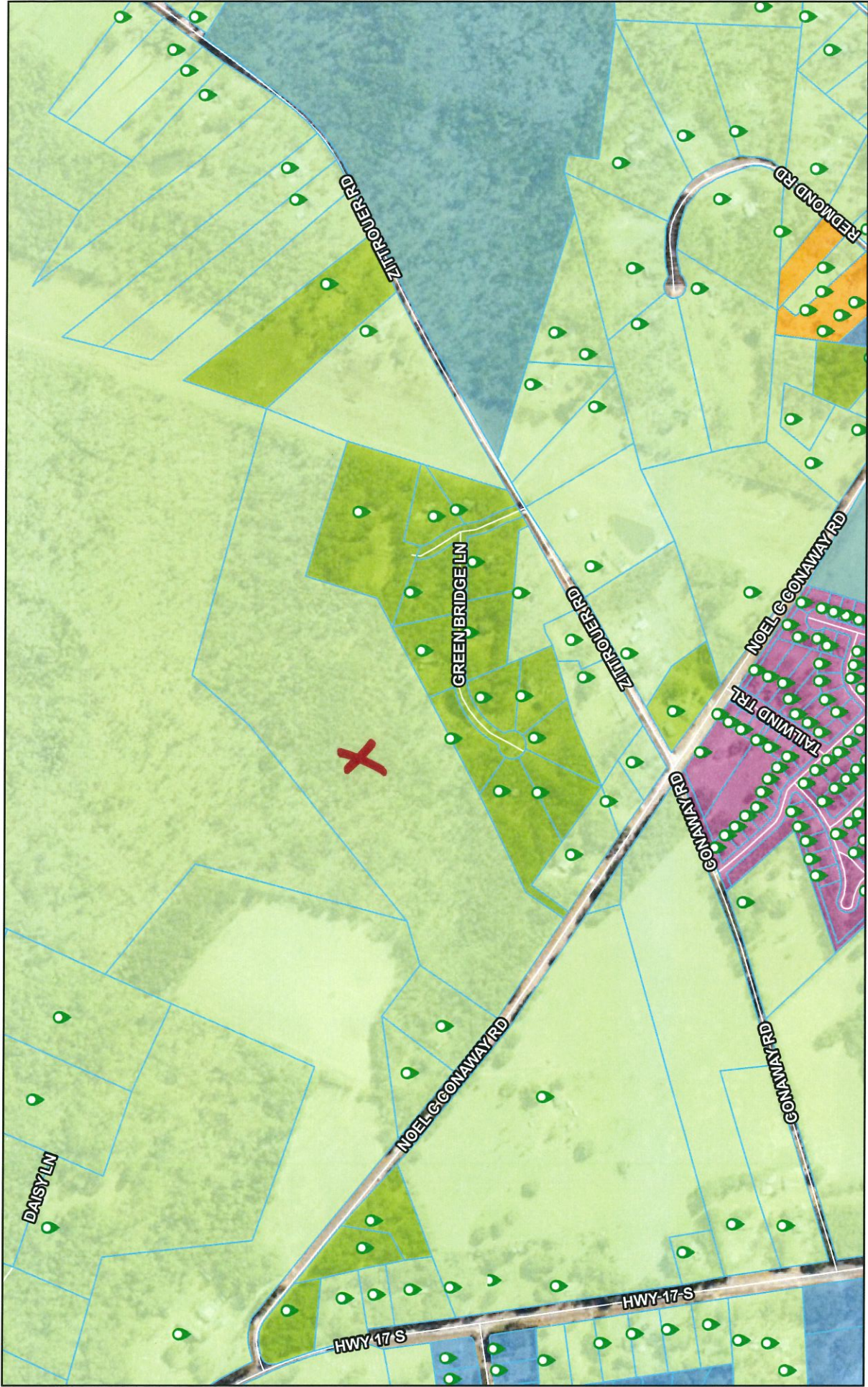
No.

Applicant Signature:



Date

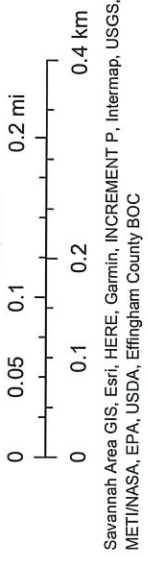
01-31-23



2/3/2023

- Address Points
- Tax Parcel Labels
- Tax Parcels
- Roads
- Effingham County Zoning
- R-6 Efn_fin_cache
- PD
- AR-1
- AR-2
- R-1
- R-4
- Red: Band_1
- Green: Band_2

1:9,028



352-18





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 **3 Byrds Development, LLC – (Map # 352 Parcels # 18)** from AR-1 to R-3 zoning.

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL DISAPPROVAL 

Of the rezoning request by applicant **3 Byrds Development, LLC** – (Map # 352 Parcels # 18) from AR-1 to R-3 zoning.

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant **3 Byrds Development, LLC – (Map # 352 Parcels # 18)** from AR-1 to R-3 zoning.

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

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EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ☒

DISAPPROVAL ☐

Of the rezoning request by applicant **3 Byrds Development, LLC – (Map # 352 Parcels # 18)** from AR-1 to R-3 zoning.

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

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: **3 Byrds Development, LLC** requests to **rezone** 39.46 acres from **AR-1** to **R-3** to allow for a 213-unit multi-family residential development. Located on Hwy 30. **[Map# 352 Parcel# 18]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 39.46 acres from **AR-1** to **R-3** to allow for a 213-unit multi-family residential development on Hwy 30.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. The R-3 multi-family zoning district allows up to 9 dwelling units per acre, and requires at least 15% of net usable area as common outdoor open space.
- There is a proposed 20' buffer around the perimeter
- The concept plan for the proposed 213-unit townhome development includes covered picnic shelters, a playground, a dog park, and walking trails. There is a proposed 20' buffer around the perimeter of the property. The frontage on Hwy 30 (1.2ac) is proposed for a community site.
- Gross density is 213 units/38.31ac = 5.6 unit/acre. At least 5.5 acres of common open space is required.
- The applicant proposes to extend lines ~1000' to connect to existing water and sewer at Windfield.
- Adjacent residential development is AR-1 and AR-2; high density single family development nearby on Zittrouer Road and Hwy 30 is zoned R-6 and PD (.15ac lots).
- At the February 13 pre-application meeting, staff provided input on requirements for open space, block length, access management, and utilities.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval, with conditions:
 1. A Sketch Plan must be approved before site development plans are submitted.
 2. Future use of the above-referenced property being rezoned shall meet R-3 zoning district requirements.
 3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
 4. All wetland impacts must be approved and permitted by USACE
 5. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
 6. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).

- The motion was seconded by Mr. Alan Zipperer, and carried 3-1, with Mr. Brad Smith voting against.

Alternatives

1. Approve the request to **rezone** 39.46 acres from **AR-1** to **R-3**, with the following conditions:

1. A Sketch Plan must be approved before site development plans are submitted.
2. Future use of the above-referenced property being rezoned shall meet R-3 zoning district requirements.
3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
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6. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).

2. Deny the request to **rezone** 39.46 acres from **AR-1** to **R-3**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
352-18

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
352-18

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, 3 BYRDS DEVELOPMENT, LLC has filed an application to rezone thirty-nine and forty-six hundredths (39.46) +/- acres; from AR-1 to R-3 to allow for a multi-family residential development; map and parcel number 352-18, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on April 4, 2023 and notice of said hearing having been published in the Effingham County Herald on March 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 February 22, 2023; and

IT IS HEREBY ORDAINED THAT thirty-nine and forty-six hundredths (39.46) +/- acres; map and parcel number 352-18, located in the 1st commissioner district is rezoned from AR-1 to R-3, with the following conditions:

1. A Sketch Plan must be approved before site development plans are submitted.
2. Future use of the above-referenced property being rezoned shall meet R-3 zoning district requirements.
3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
4. All wetland impacts must be approved and permitted by USACE
5. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention.**
6. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).

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

Item XIV. 19.

Staff Report

Subject: Rezone (Fifth District)
Author: Teresa Concannon, Planning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: **The Carson Company Unlimited, LLC** as Agent for **Cynthia Roberts et al** requests to **rezone** 26.68 acres from **AR-1** to **R-3** to allow for a multi-family residential development. Located on Old Augusta Road between Chimney Road and Caroni Drive. **Map# 476 Parcels# 71,72,78**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 26.68 acres from **AR-1** to **R-3** to allow for a multi-family residential development

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 R-3 multi-family zoning district allows up to 9 dwelling units per acre, and requires at least 15% of net usable area as common outdoor open space.
- The concept plan for the proposed 143-unit townhome development includes a clubhouse, playground, and common areas. There is a proposed 20' buffer around the perimeter, and a 35' buffer at Old Augusta Road property boundary. Amenity area acreage is not specified on the concept plan.
- Adjacent R-3 zoned parcels have not been developed as multifamily. There is AR-1, AR-2, and R-1 residential development in the area.
- The parcels are in the Rincon service delivery area. Rincon has declined to provide service. Coastal Water and Sewerage, LLC, has indicated they have capacity to provide water and sewer services.
- Evidence of EPD approval of the additional taps, and of capacity to meet fire flow requirements, will be required during the development plan review process.
- Gross density: 143 units/26.68ac=5.4. At least 4 acres of common outdoor open space is required.
- A single entrance to Old Augusta Road is proposed.
- At the February 6 pre-application meeting, staff provided input on requirements for open space, block length, and utility requirements.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval with staff conditions, and added conditions #6 and #7:
 1. A Sketch Plan must be approved before site development plans are submitted.
 2. Future use of the above-referenced property being rezoned shall meet R-3 zoning district requirements.
 3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
 4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.

5. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).
 6. A privacy fence around the development is required.
 7. A vegetative buffer of 40' is required around the development. Additional plantings are required where there is no vegetation currently in place.
- The motion was seconded by Mr. Alan Zipperer, and carried 3-1, with Mr. Brad Smith objecting.

Alternatives

1. Approve the request to **rezone** 26.68 acres from **AR-1** to **R-3**, with the following conditions:

1. A Sketch Plan must be approved before site development plans are submitted.
2. Future use of the above-referenced property being rezoned shall meet R-3 zoning district requirements.
3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
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5. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).

2. Deny the request to **rezone** 288.36 acres from **AR-1** to **R-3**.

Recommended Alternative: 1

Department Review: Development Services

Attachments:

1. Rezoning application and checklist
2. Ownership certificate/authorization

Other Alternatives: 2

FUNDING: N/A

3. Deed
4. Aerial photograph
5. Plat

* Condensed from multiple applications. Originals on file.

ATTACHMENT A – REZONING AMENDMENT APPLICATION

CD
3/7/2023

Application Date: 2/6/2023

Applicant/Agent: Carson Company Unlimited, LLC

Applicant Email Address: alice@alicehurst.com

Phone # 912-665-0755

Applicant Mailing Address: 6636 GA Hwy 21 South

City: Rincon State: GA Zip Code: 31326

Property Owner, if different from above: Cynthia Roberts, Helene Byrd
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: Carson Road / Old Augusta Road South

Proposed Road Access: Old Augusta Road South

Present Zoning of Property: AR-1 Proposed Zoning: R-3

Tax Map-Parcel # 476-71, 72, 78 Total Acres: 26.68 Acres to be Rezoned: 26.68

Lot Characteristics: rectangular

WATER

____ Private Well

☒ Public Water System

If public, name of supplier: Coastal Utility Management

Justification for Rezoning Amendment: To develop multi-family community

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

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

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

Currently zoned as AR-1.

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

No.

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

We would like to rezone the property to R-3 and develop a multi-family community with multiple common areas.

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

There are R-3 communities alongside Old Augusta Rd S.

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

The property is going to look and feel like the neighborhoods right off Old Augusta Rd S.

We feel this is the best use of the property.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No.

Applicant Signature:

Aline Hurst

Date

1/22/23

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

Currently zoned as AR-1.

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

No.

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

We would like to rezone the property to R-3 and develop a multi-family community with multiple common areas.

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

There are R-3 communities alongside Old Augusta Rd S.

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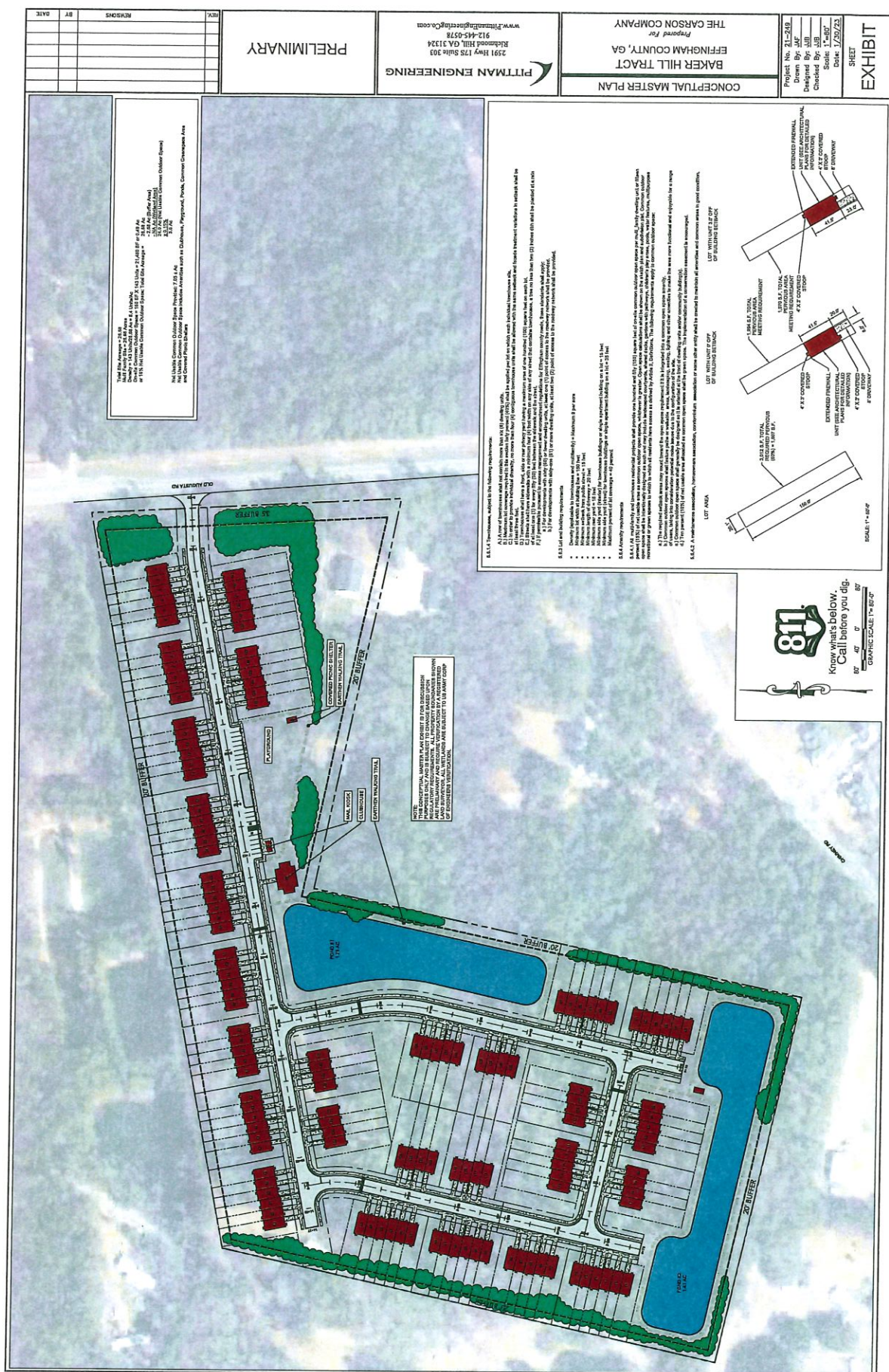
No.

Applicant Signature:

Aline Hurst

Date

1/22/23



Effingham County Board of Commissioners

My names is Charlotte Exley Johnson property owner 999 Chimney Road, Rincon. I was born, raised and lived in Rincon area my entire life. My family roots can be traced to Salburger landing in South Effingham 1737.

I would like to start with saying I am proud of our county commissioners and the steps that you have taken to improve our county. Times are not easy with the developments. Our commissioners have met the challenges and moved forward to improve our county.

I received written notice from our zoning board for an applicant requesting to rezone 26.68 acres from AR-1 to R-3 (map # 476 Parcel # 71, 72 & 78) located on Old August Road. My property is adjoining this property. My daughter's property (Crystal Mables) also adjoins the property. Crystal and her husband are stationed in Germany at this time. I have received permission to speak on her behalf *and all property owners adjoining the property requesting to be rezoned* I understand the progress with land development. I welcome the growth our county is experiencing.

History runs deep on the land that has been requested to be rezoned. At the end of The Civil War this land was included in Sherman's Field Order to allot 40 acres and a mule to some freed families. I ask we maintain the integrity of the property to honor our history.

With the discussion to maintain the integrity of the land, I would urge our commissioners to consider a few request.

- 1) An 8 feet privacy fence around this development. I would also ask for the 8 feet privacy fence to be built and maintained by the developers and a maintenance agreement to be in writing for the County to enforce this agreement.

- 2) A 40 feet tree barrier along all sides that have homes bordering this property. Trees are important for privacy and for wildlife protection.
- 3) Please consider Free Standing Homes that are not squished together with shared walls and a little patch of land.

Please allow me to explain my reasons behind these requests. My property was deeded to me by my Father in the early '90's. We have a pond on our property approximately 100 yards from our home. Since the time I was deeded this property, people have driven on our property to the pond, dumped trash in the pond, a couple setting up camp site to camp out for the weekend, mud bogging with Jeep in pond, fishing, swimming in pond, riding 4 wheelers on our property, cutting donuts on our food plots, feeding and petting my horses in their pasture. Some of these are innocent acts. But in our present day of our legal system, we could be held responsible for injuries to those trespassing on our property.

We have farm equipment that could be harmful if climbed on ex. Harrows. My chicken pen is within 50 feet of our property line. We store hay for my horses. Have equipment, storage buildings as well as tools and animals that could be adversity effective or even dangerous to people who don't belong around them. Not to mention the risk of theft to our personal items by warding citizens.

Townhome communities have property management companies that are often replaced by different property management companies. Townhomes are often lower priced than free standing homes that have nice size yards. Townhome communities do not always have amenities ex. Gym, pool or tennis courts for recreation. These homes have limited access to property for recreation, exercise and entertainment purposes. These homes are squished together with shared walls. With

there only access to property is a little patch of land their townhouse sits on.

Again, I would like to thank our County Commissioners for the decisions made to move forward in our county. The land I own is mine only as long as I live. We take nothing with us when we die. It is our responsibility and is important to keep the faith of our forefathers by preserving and maintain the integrity of our land as we move forward with the growth in our county.

Thank you for your time and consideration.

Charlotte Exley Johnson

Charlotte Johnson

912 429-2673

Crystal Johnson Makes

Van M. Johnson 912 661-2414

Debbie Schneider - 912-856-3962

Candice Rahn

912-508-5668

W. T. Hook

912-547-1059

W. T. Hook

912-547-6180

Jean Barnard

912-677-6953

Blenda Screen

912 429-1531

Robert Fields

912-414-6858

Patricia Fields

912-414-7667

Laura L. Scott

703-895-4769

703-895-4767

Effingham County Board of Commissioners
Addendum following March 14, 2023 Zoning Board Meeting

My name is Charlotte Exley Johnson. I live at 999 Chimney Road, Rincon. I'm proud to have been born, raised and lived in the Rincon area my entire life.

I would like to thank our County Commissioners for the leadership and dedication shown to improve our county and lead our county forward with proper planning. Times are not easy for you to translate citizens' visions into long-range planning while protecting the health, safety and welfare of all our county's citizens.

I attended the March 14th Zoning Board Meeting after receiving a written letter requesting the Zoning Board to rezone 26.68 acres from AR-1 to R-3 (Map # 476 Parcel #71,72, & 78) located on Old Augusta Road. Ms. Alice Hurst spoke to the Zoning Board requesting the rezoning of this parcel. Ms. Hurst introduced herself and followed with the comment she had come before the Zoning Board and County Commissioners to request rezoning of property many times. This statement speaks volumes that this is just a JOB. After this job is complete, she will move on to another project.

All of the adjoining property owners attending this zoning board meeting are not opposed to growth or development in our county. However, we do have major concerns with this rezoning request. Please ensure as citizens of Effingham County our concerns with this rezoning request are met.

1)& 2) We asked for a 40 foot buffer around the perimeter of the 26.68 acres. Ms Hurst stated a 20 foot buffer was sufficient.

However, the adjoining property owners disagree for many reasons.

There is a proposed walking trail adjacent to the 20 foot buffer. This walking trail would be only 20 feet from the property line, and without a privacy fence or wider buffer would allow uninvited people easy access to our properties, especially young children. Mr. J.D. Scott has a pool near

his property line and I have a pond 20 feet from my property line. Both pond and pool are adjacent to the 26.68 acres requesting rezoning.

Please grant us as Effingham citizens the protection from and risk of uninvited citizens on our property. As landowners, it is our responsibility to protect the health, safety and welfare of citizens who are invited or uninvited on our property. We also requested an 8 feet privacy fence that the Zoning Board approved as a recommendation. For the reasons stated above, we ask you to recommend a privacy fence to be installed in order for the zoning request to pass. If a privacy fence is not allowed, we would ask for an 80 foot buffer.

The Sketch Plan had 2 retention ponds. Dirt from ponds is to be used to build up property. With this property built up, water will run on adjoining property. Infiltration and run-off of stormwater through retention basins may increase the risk of groundwater contamination, especially in areas where the soil is sandy. The soil in this area is sandy. A soil and drainage of retention ponds study from an Engineer could answer our questions and concerns of groundwater contamination. All adjoining property owners are supplied by well water.

3) Please rezone for Free Standing Homes not multi family homes called Townhomes. We have several excellent reasons that are fair to all parties and not only self interest. As I stated to our Zoning Board, history runs deep on the land. It is our responsibility to our forefathers and future generations to maintain the integrity of this land. The rezoning should be fair to all the land and homeowners on Chimney Road and Old Augusta Road. The homes that are in subdivisions are on large parcels of land and have a country atmosphere with nice size lots and country style yards. Examples of these subdivisions - Mill Creek, Ridgecrest, Hampton Creek and Deer Wood. These subdivisions have large, manicured yards that complement our country lifestyle. Most of Old Augusta Road and Chimney Road homes are on large acres tracts. Many of these homes have backyard farms with livestock. This atmosphere screams country living not Townhomes squished together on a little patch of land. Rincon has already

established Townhomes. The name says it all. Homes in town not country settings.

Item XIV. 20.

According to the National Association of Realtors, Townhomes do not appreciate in value like single-family homes. They tend to decrease in value faster and take longer to recover during times of market volatility. Their worth has more volatility than single-family homes.

If these Townhomes are permitted to be built, there is a proposal of 140 units. We were told a subdivision could have 200 units with one way in and one way out. Please allow me to voice the safety and welfare for these residents. If a catastrophe in a natural or man-made situation occurs, these residents would be trapped. The safety, health and welfare of these people would be a tragedy in the first degree.

Townhomes would significantly increase traffic in this area. There are only 2 lanes at the proposed entrance. The center turning lane stops before the proposed entrance. I do not know if our County Commissioners have the authority to enforce decell and excell lanes at proposed entrance. If our County Commissioners do not have the authority, we would request the DOT be contacted and ask for decell and excell lanes for safety reasons.

We know our leadership is dedicated to proper planning and improving infrastructure to lead our county forward with services designed to protect the health, safety and healthy environment for the welfare of our county citizens.

We ask our County Commissioners to vote yes on our request and no on rezoning to R-3. These requests will have a positive impact on long-range planning to encourage and promote a high quality of life for our county citizens.

Thank you for your time and service for our County.

Charlotte E. Johnson 912 429 2673 - Charlotte

via [Signature] 912-665-9502
Lerin Johnson (912) 687-1197
Adalberto Aponte (912) 844-0085
Wuph [Signature] (912) 844-6969

E. Johnson

Crystal Mabe - CEF

Robert Fields - CEF

912-414-6858

Patti Fields - CEF

912-414-7667

Permission to sign by these 3 people - CEF

Hebbie Fisher - 912-856-2962

Kim Aosta 912-547-1059

W. T. Hooker 912-547-6180

Jean Barnard 912-677-6943

Helen Soren 912 429-1531

Jim Scott 703-895-4769
~~703-888~~

Lane R. Scott 703-895-4767

EV

912-656-0749

Omie M. Edge 912-656-0319

MARIANO ABERCERIA 912-604-1069

Ruben Chavez 912.665.4595

Carlos Cota 912-663-5492

DeeAnn Sanders 912-663-1044

Gregory Cape 912-667-5796

Amanda Lively 912-656-5617

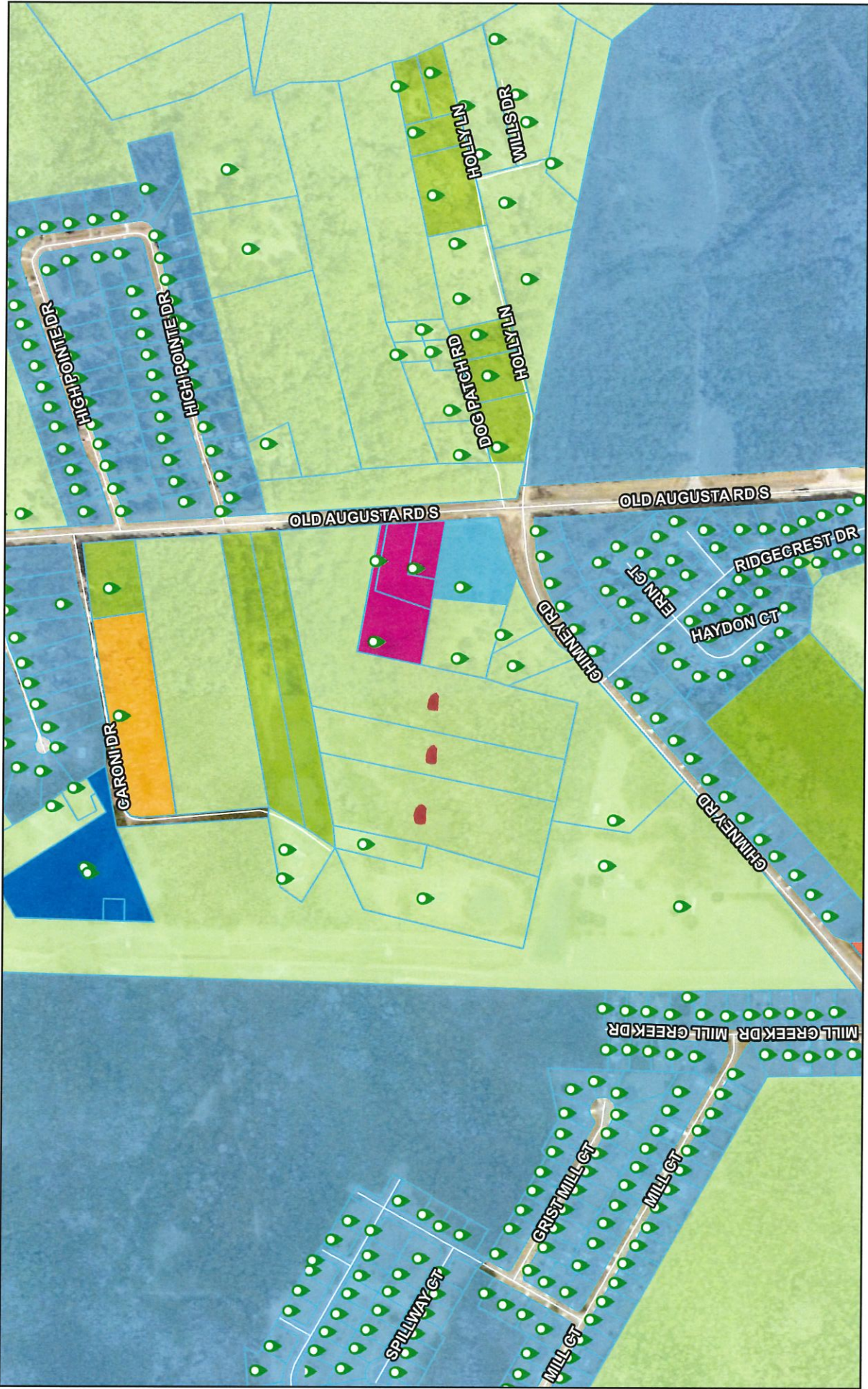
Nick Santoro 906-440-8586

NEWMANS WHITE 912-667-8801

Before your deciding vote, please think carefully the affect proposed zoning would have on established adjoining property owners.

1. Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities or schools?
2. Could traffic created by proposed zoning challenge established single-family neighborhoods leading to congestion, noise and traffic hazards?
3. 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?
4. Would the proposed change in zoning adversely affect _____ existing use or usability of adjacent or nearby property?
5. Are nearby residents opposed to the proposed zoning changes?

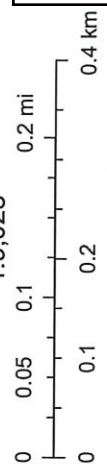
476-71,72,&78



3/7/2023

- Address Points
- Tax Parcel Labels
- Tax Parcels
- Roads
- Effingham County Zoning
- AR-1
- AR-2
- R-1
- R-3
- R-4
- B-2
- B-3
- I-1
- Efn_fin_cache
- Red: Band_1

1:9,028



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

476D-71,72,&78



Item XIV. 20.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓

DISAPPROVAL _____

Of the rezoning request by applicant **The Carson Company Unlimited, LLC as Agent for Cynthia Roberts et al – (Map # 476 Parcels # 71,72,78)** from AR-1 to R-3 zoning.

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

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APPROVAL _____

DISAPPROVAL 

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

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- 25
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CHECK LIST:

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APPROVAL ☒

DISAPPROVAL ☐

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Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Teresa Concannon, Planning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: **The Carson Company Unlimited, LLC** as Agent for **Cynthia Roberts et al** requests to **rezone** 26.68 acres from **AR-1** to **R-3** to allow for a multi-family residential development. Located on Old Augusta Road between Chimney Road and Caroni Drive. **Map# 476 Parcels# 71,72,78**

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- Evidence of EPD approval of the additional taps, and of capacity to meet fire flow requirements, will be required during the development plan review process.
- Gross density: 143 units/26.68ac=5.4. At least 4 acres of common outdoor open space is required.
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- The motion was seconded by Mr. Alan Zipperer, and carried 3-1, with Mr. Brad Smith objecting.

Alternatives

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2. Deny the request to **rezone** 288.36 acres from **AR-1** to **R-3**.

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Zoning Map Amendment

Other Alternatives: 2

FUNDING: N/A

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
476-72&78

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
476-72&78

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, 3 CARSON COMPANY UNLIMITED, LLC has filed an application to rezone twenty-one and sixty-eight hundredths (21.68) +/- acres; from AR-1 to R-3 to allow for a multi-family residential development; map and parcel number 476-72&78, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on April 4, 2023 and notice of said hearing having been published in the Effingham County Herald on March 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 February 22, 2023; and

IT IS HEREBY ORDAINED THAT twenty-one and sixty-eight hundredths (21.68) +/- acres; map and parcel number 476-72&78, located in the 5th commissioner district is rezoned from AR-1 to R-3, with the following conditions:

1. A Sketch Plan must be approved before site development plans are submitted.
2. Future use of the above-referenced property being rezoned shall meet R-3 zoning district requirements.
3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
5. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).
6. A privacy fence around the development is required.
7. A vegetative buffer of 40' is required around the development. Additional plantings are required where there is no vegetation currently in place.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Sketch Plan (Fifth District)
Author: Teresa Concannon, Planning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: **The Carson Company Unlimited, LLC** as Agent for **Cynthia Roberts et al** requests approval of a **sketch plan** for Baker Hill. Located on Old Augusta Road between Chimney Road and Caroni Drive, zoned **AR-1**; proposed zoning **R-3**. **Map# 476 Parcels# 71,72,78**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for Baker Hill, a 143-unit multifamily development on Old Augusta Road.

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 concept plan for the proposed 143-unit townhome development includes a clubhouse, playground, and common areas. There is a proposed 20' buffer around the perimeter, and a 35' buffer at Old Augusta Road property boundary.
- The parcels are in the Rincon service delivery area. Rincon has declined to provide service. Coastal Water and Sewerage, LLC, has indicated they have capacity to provide water and sewer services.
- Evidence of EPD approval of the additional taps, and of capacity to meet fire flow requirements, will be required during the development plan review process.
- Gross density: 143 units/26.68ac=5.4. At least 4 acres of common outdoor open space is required.
- A single entrance to Old Augusta Road is proposed.
- At the February 6 pre-application meeting, staff provided input on requirements for open space, block length, and utility requirements.
- Staff will follow-up with a Notice to Proceed summarizing requirements and recommendations.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for denial.
- The motion was seconded by Mr. Alan Zipperer, and carried unanimously.

Alternatives

1. **Approve** the **sketch plan** for Baker Hill, a 143-unit multifamily development on Old Augusta Road
2. **Deny** the **sketch plan** for Baker Hill.

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Sketch Plan Application

Other Alternatives: 2

FUNDING: N/A

2. Aerial Photograph 3. Sketch Plan

EFFINGHAM COUNTY

SKETCH PLAN SUMMITAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision Baker HillName of Applicant/Agent Alice Hurst Phone 912.665.0755Company Name The Carson Company Unlimited LLCAddress 6636 GA Hwy 215 Rincan, GA 31326Owner of Record Rosa Jackson & GM Roberts; Georgia May Phone 912.826.2433Address 423 middleground Rd Rincan, GA 31326Engineer Pittman Engineering Co. Phone 912.445.0578Address 2591 Hwy 17 suite 303 Richmond Hill, GA 31324Surveyor Glisson Land Surveying Phone 912.826.5283Address 377 Tucker Road Clayton, GA 30417Proposed water Coastal water Proposed sewer Coastal waterTotal acreage of property 21.68 Acreage to be divided n/a Number of Lots Proposed 114Current Zoning AR-1 Proposed Zoning R3 Tax map - Block - Parcel No 047-600-78
+ 047 600 72Are any variances requested? n/a If so, please describe: _____

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

This 7th day of February, 2023

Notary



Applicant

Owner

EFFINGHAM COUNTY

SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision Baker Hill

Name of Applicant/Agent Alice Hurst Phone 912.665.0755

Company Name The Carson Company Unlimited LLC

Address 6636 GA Hwy 21 S Rincon, GA 31326

Owner of Record Helene Byrd Phone 912.665.0755

Address 512 W 36th Street Savannah, GA 31415

Engineer Pittman Engineering Co. Phone 912.445.0578

Address 2591 Hwy 17 Suite 303 Richmond Hill, GA 31324

Surveyor Glisson Land Surveying Phone 912.826.5283

Address 377 Tucker Road Clayton, GA 30417

Proposed water Coastal Water Proposed sewer Coastal Water

Total acreage of property 5 Acreage to be divided n/a Number of Lots Proposed 143

Current Zoning AR-1 Proposed Zoning R3 Tax map - Block - Parcel No 047.600.71

Are any variances requested? n/a If so, please describe: _____

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

This 7th day of March, 2023.

Notary

Lisa L. Asmus



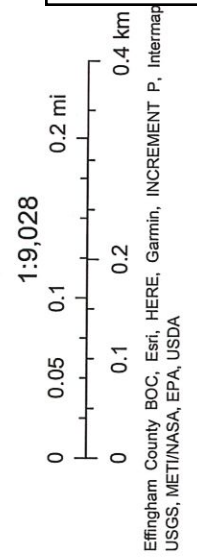
Applicant

Owner

Alice Hurst

Helene Byrd

Item XIV. 22.

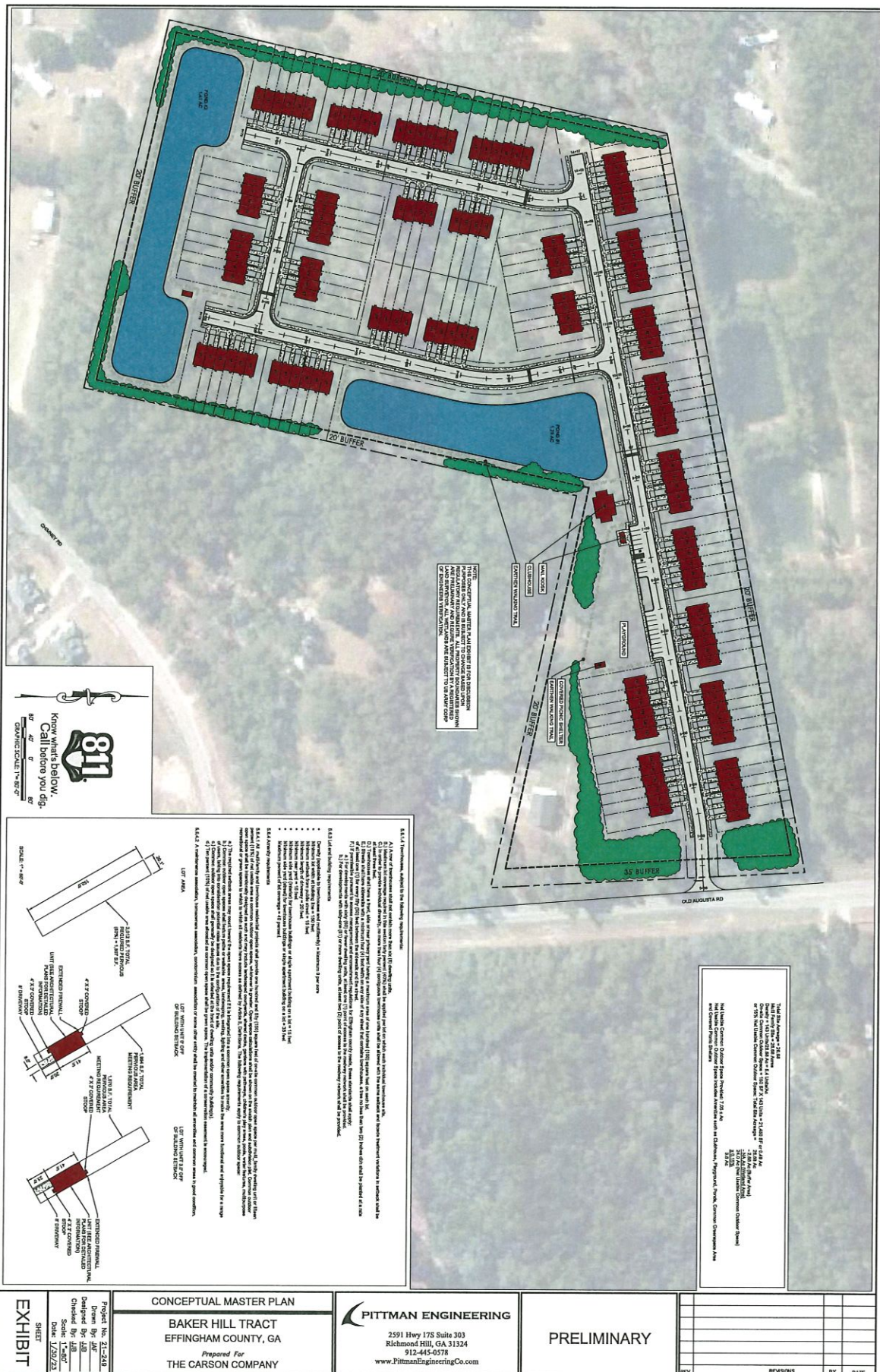



 Address Points Roads AR-2 R-4 I-1
 Tax Parcel Labels Effingham County Zoning R-1 B-2 Efn_fin_cache
 Tax Parcels AR-1 R-3 B-3 Red: Band_1

476D-71,72,&78



Item XIV. 22.



Staff Report

Subject: Sketch Plan (Fifth District)
Author: Teresa Concannon, Planning Manager
Department: Development Services
Meeting Date: April 4, 2023
Item Description: **Angela Sauls** requests approval of a **sketch plan** for JMS Storage Facility. Located at 1355 Fort Howard Road, zoned **B-3. Map# 475 Parcel# 58B03**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for JMS Storage Facility on Fort Howard Road.

Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Section 5.1 – Sketch Plan.
The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- The proposed screened outdoor storage lot for RVs, boats, and campers will use an existing shared access on Fort Howard Road.
- No access to Grace Ln is proposed. A gate may be placed at the power line easement for maintenance access.
- Applicant proposes a chain link fence around the property. A 30" vegetative buffer is required around the perimeter of the property that is adjacent to AR-1 or AR-2 properties (to the south and across Grace Ln).
- GA Power approval for the proposed ponds in the power line easement must be submitted during site development review process.
- At the February 13 pre-application meeting, staff provided input on requirements for screening and buffers, access management, and stormwater management.
- Staff will follow-up with a Notice to Proceed summarizing requirements and recommendations.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval, with conditions:
 1. Shipping containers are not permitted on the site.
 2. A lighting plan is required. Lighting must be directed downwards, and not toward nearby residences.
 3. A 30' vegetative buffer is required for screening between the commercial property and adjacent residential properties.
- The motion was seconded by Mr. Brad Smith, and carried unanimously.

Alternatives

1. Approve the sketch plan for JMS Storage Facility on Fort Howard Road, with the following condition:

1. Shipping containers are not permitted on the site.

2. Deny the sketch plan for JMS Storage Facility on Fort Howard Road.

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Sketch Plan Application

Other Alternatives: 2

FUNDING: N/A

2. Aerial Photograph 3. Sketch Plan

EFFINGHAM COUNTY

SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision JMS Storage FacilityName of Applicant/Agent Angela W. Sauls Phone 912-660-1896Company Name JMS Electrical Contracting, Inc.Address 1355 Ft. Howard Rd, Rincon, GA 31326Owner of Record JMS Electrical Contracting/Angela W. Sauls Phone 912-660-1896Address 124 Wheeler Cemetery Rd., Clyo, GA 31303Engineer EMC Engineering - Alec Metzger Phone 912-644-3200Address 27 Chatham Center South Drive
Suite A, Savannah GA 31405

Surveyor _____ Phone _____

Address Same as aboveProposed water Currently served by Rincon - no new services proposed
Proposed sewer _____Total acreage of property 3.232 Acreage to be divided na Number of Lots Proposed naCurrent Zoning B3 Proposed Zoning B3 Tax map - Block - Parcel No 04750-058-B03Are any variances requested? na If so, please describe: _____

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

This 14 day of February, 2023

Notary



Applicant

Owner

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

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

This 14 day of February, 2023.

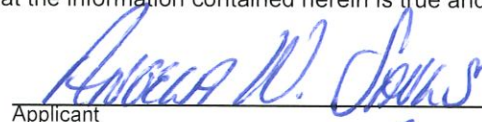
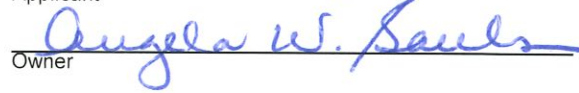
Notary





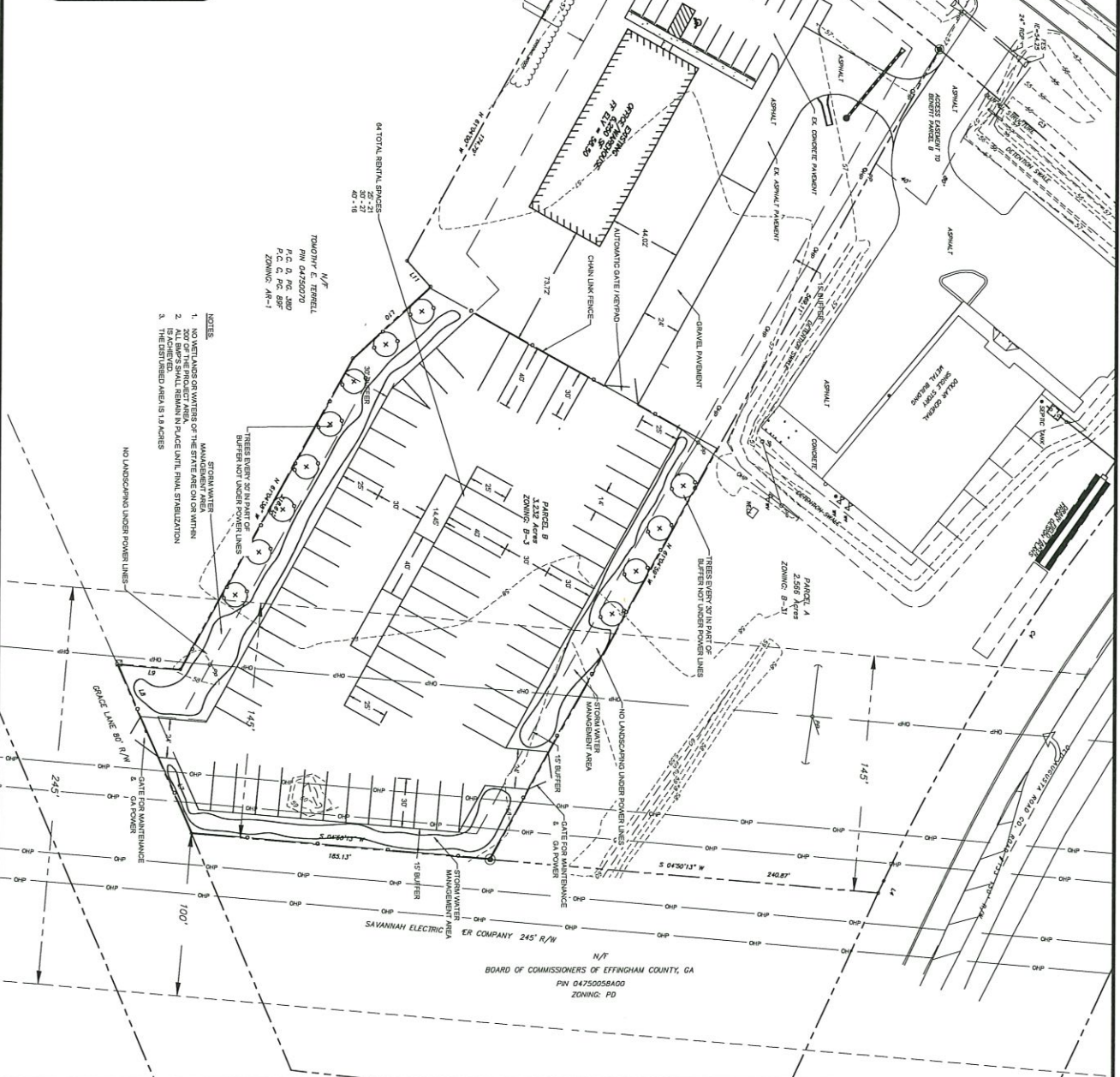
Applicant

Owner

Item XIV. 23.

PROJECT DATA	
OWNER/ENGINEER:	LAKE E. ELECTRICAL CONTRACTING, INC.
24HR CONTACT:	ANGELA BALLS
TAX MAP & PARCEL:	04750058AD
ZONING CLASSIFICATION:	BA (BETTERMENT)
AREA OF PROJECT:	3.23 AC TOTAL PROPERTY
IMPROVEMENT AREA:	0.0 AC
DISTURBED AREA:	1.8 AC
PROPOSED USE:	STORAGE WAREHOUSE
TOTAL BUILDING AREA:	NA
PARKING SPACES REQUIRED:	NA
PARKING SPACES PROVIDED:	NA



- NOTES:
1. ALL LOTS AND 50' WIDERS OF THE STATE ARE ON WITHIN 200' OF THE PROJECT AREA.
 2. ALL LOTS SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION.
 3. THE DISTURBED AREA IS 1.8 ACRES.

TOUGHEN E. TOWNELL
PIN 04750058AD
P.C. D. PG. 280
P.C. D. PG. 281
ZONING: AH-1

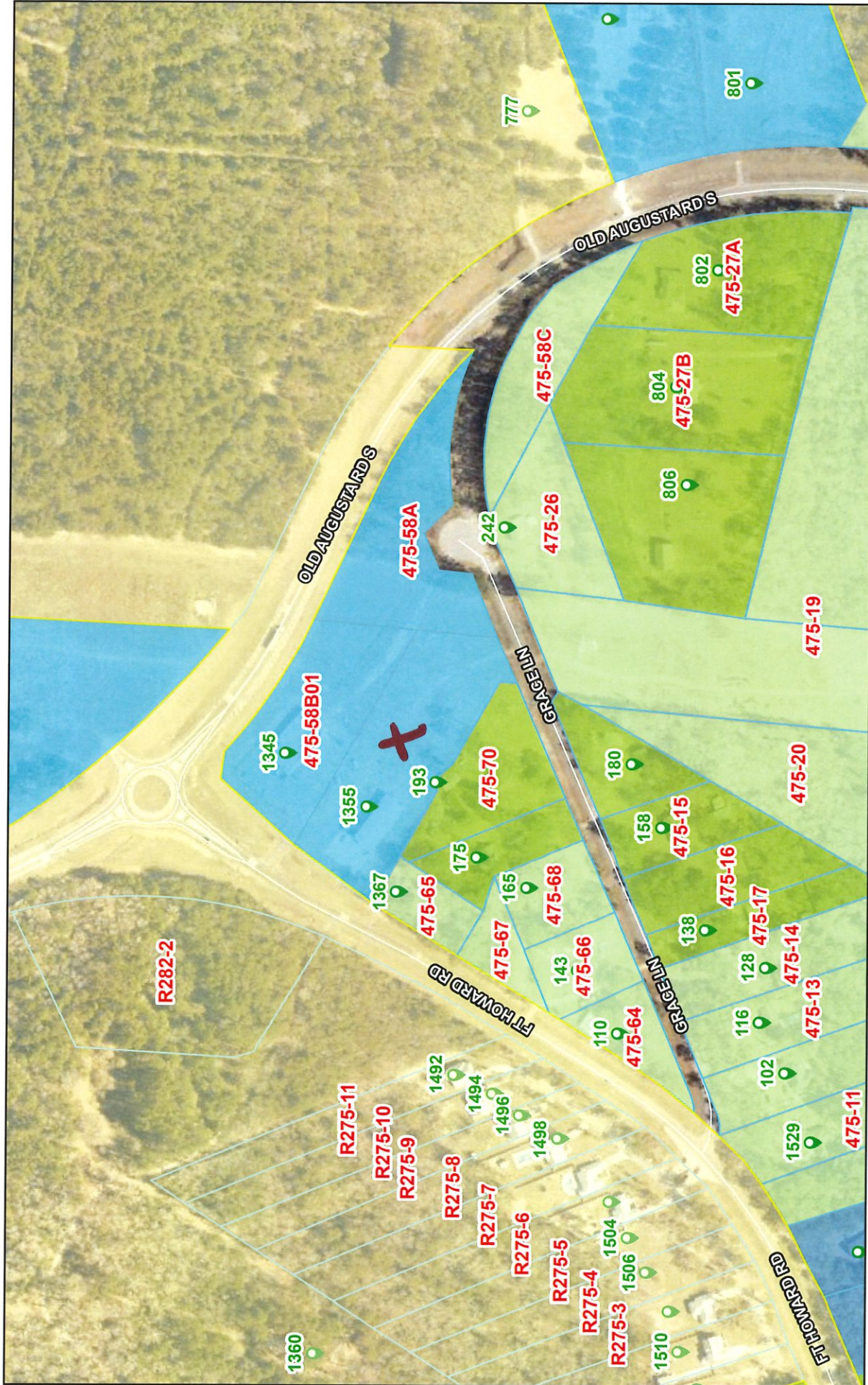
SAVANNAH ELECTRIC
ER COMPANY 245' R/W
N/F
BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GA
PIN 04750058AD
ZONING: PD

SKETCH PLAN		J.M.S. STORAGE FACILITY	
EFFINGHAM COUNTY, GEORGIA		Prepared for:	
J.M.S. ELECTRICAL CONTRACTING, INC.			
		EMC ENGINEERING SERVICES, INC.	
10 Chatham Center South, Suite 100 Savannah, GA 31405 Tel: (912) 233-4533 Fax: (912) 233-4590 www.emc-eng.com		CIVIL MAINT ENVIRONMENTAL	
OFFICE LOCATIONS: ALBANY, ATLANTA, AUGUSTA, BRUNSWICK, COLUMBUS, SAVANNAH, STATESBORO, AND VALDOSTA			
PROJECT NO.: 17-0138		NO. REVISION DESCRIPTION BY DATE	
DESIGNED BY: EMC		1. 17-0138-01	
CHECKED BY: EMC		2. 17-0138-02	
SCALE: 1" = 200'		3. 17-0138-03	
DATE: 2/14/2023		4. 17-0138-04	
SHEET 1		OF 1	

1355 Ft Howard Road



1355 Ft Howard Rd



2/15/2023

- Municipal Boundaries
- Tax Parcels
- Roads
- Address Points
- Tax Parcel Labels
- R-1 Efn_fin_cache
- B-3
- AR-1
- AR-2
- Red: Band_1
- Green: Band_2

1:4,514

