1. February 16, 2021 Meeting Agenda
   Documents:
   0-02162021AGENDA.PDF

1.I. February 16, 2021 Final Agenda
   Documents:
   02162021AGENDA_REVISED.DOCX_FINAL.PDF

2. February 16, 2021 Agenda Material
   Documents:
   02162021 AGENDA MATERIAL.PDF
The Georgia Conflict of Interest in Zoning Action Statue (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

**PLEASE TURN OFF YOUR CELL PHONE**

<table>
<thead>
<tr>
<th>Items of Business</th>
<th>Action Requested of Commissioners</th>
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<th>Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>I Call to Order</td>
<td>5:00 P.M.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II Invocation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>III Pledge to the American Flag</td>
<td>Consideration of a Resolution to approve the agenda</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IV Agenda Approval</td>
<td>Consideration to approve the February 2, 2021 regular Commission meeting minutes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>V Minutes</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>VI Public Comments</td>
<td>Agenda Items ONLY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VII Correspondence</td>
<td>Documents from this meeting are located in the Clerk’s office and on the Board of Commissioner’s website</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VIII Consent Agenda</td>
<td>Consideration to approve to ratify the Fiscal Agent Designation and Acceptance Agreement for Family Connections</td>
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<td></td>
</tr>
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<td>01 Agreement 2021-053</td>
<td>Consideration to approve to continue the Probation Services Agreement with the State Court of Effingham County</td>
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<td>02 Agreement 2021-054</td>
<td>Consideration to approve to continue the Probation Services Agreement with the Superior Court of Effingham County</td>
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<tr>
<td>03 Agreement 2021-055</td>
<td>Consideration to approve to continue a Service Agreement with Docuquest Service for a copier which is housed in the Tax Commissioners office</td>
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</tr>
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<td>IX Old Business</td>
<td>Consideration to approve the Second Reading to amend Chapter 10 - Animals, Sections 10-1, 10-4, 10-71, 10-72, and 10-114 of the Effingham County Code of Ordinances</td>
<td>Approved 1st Reading 02/02/2021</td>
<td></td>
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Page 1 of 5
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<td>Presentation of the 2020 Audit by Lanier, Deal and Proctor</td>
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<td><strong>02 Purchase Order</strong> Alston Bruton</td>
<td>Consideration to approve updated Purchase Order# 21-19-001 for the purchase of a new ambulance for Emergency Medical Services (EMS)</td>
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<tr>
<td><strong>03 Purchase Order</strong> Alston Bruton</td>
<td>Consideration to approve Purchase Order# 21-19-001-2 for the purchase of a new ambulance for Emergency Medical Services (EMS)</td>
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<tr>
<td><strong>04 Resolution</strong> Alston Bruton</td>
<td>Consideration to approve Resolution# 021-003 to surplus two (2) Sheriff vehicles</td>
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<tr>
<td><strong>05 Contact</strong></td>
<td>Consideration to approve to issue a Contract to Lane Brothers Auctions, LLC for 2021 surplus auction services</td>
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<td><strong>06 Contract</strong> Kristen Achtziger</td>
<td>Consideration to approve to rescind the original contract and enter into a new Service Contract with C2i Control Instruments, Inc. for design build services for a Supervisory Control and Data Acquisition (SCADA) system upgrade for the waste water treatment plant</td>
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<tr>
<td><strong>07 Discussion</strong> Teresa Concannon</td>
<td>Discussion of a new ordinance (Section 3.15C – Agricultural Business) to accommodate large scale, intensive uses in an AR-1 district</td>
</tr>
<tr>
<td><strong>08 Annexation</strong> Stephanie Johnson</td>
<td>Consideration to approve to support a Notice of Annexation Petition Requesting Annexation of approximately 1.12 acres into the City of Springfield, owned by the Effingham County Industrial Development Authority, Map# 367A Parcel# 57 and Map#367 Parcel# 57A, 57B</td>
</tr>
<tr>
<td><strong>09 Appointment</strong> Stephanie Johnson</td>
<td>Consideration to reappoint Barry Flonnory to the Effingham County Hospital Authority as representative of the Fifth District</td>
</tr>
<tr>
<td><strong>10 Resolution</strong> Eric Larson</td>
<td>Consideration to approve Resolution# 021-004 to submit an application for a Coastal Incentive Grant for Stormwater Master Plan</td>
</tr>
<tr>
<td><strong>XI Reports from Administrative Staff &amp; Commissioners</strong></td>
<td></td>
</tr>
<tr>
<td><strong>XII Executive Session</strong></td>
<td>Discussion of Personnel, Property and Pending Litigation</td>
</tr>
<tr>
<td>XIII Executive Session Minutes</td>
<td>No minutes to be approved</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>XIV Planning Board</td>
<td>6:00 PM</td>
</tr>
<tr>
<td>01 Public Hearing 2021-068</td>
<td>The Planning Board...</td>
</tr>
<tr>
<td>02 Second Reading 2021-069</td>
<td>Consideration to approve...</td>
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<td>03 Sketch Plan 2021-070</td>
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<td>Consideration to approve...</td>
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<td>Item</td>
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<td>08 Public Hearing 2021-075</td>
<td>The Planning Board recommends approving an application by <strong>Patrick &amp; Rebecca Jerome</strong> to rezone 6.85 acres located at 1363 Lowground Road from AR-1 to AR-2 for the creation of a 3 lot subdivision Map# 393 Parcel# 23 in the Second District.</td>
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<tr>
<td>09 Second Reading 2021-076</td>
<td>Consideration to approve the Second Reading an application by <strong>Patrick &amp; Rebecca Jerome</strong> to rezone 6.85 acres located at 1363 Lowground Road from AR-1 to AR-2 for the creation of a 3 lot subdivision Map# 393 Parcel# 23 in the Second District.</td>
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<tr>
<td>10 Public Hearing 2021-077</td>
<td>The Planning Board recommends approving an application by <strong>Kash Redmond</strong> to rezone 2 out of 58 acres located at 986 Courthouse Road from, AR-1 to AR-2 to allow for the creation of a home site Map# 368 Parcel# 8B in the Fourth District.</td>
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<td>11 Second Reading 2021-078</td>
<td>Consideration to approve the Second Reading of an application by <strong>Kash Redmond</strong> to rezone 2 out of 58 acres located at 986 Courthouse Road from, AR-1 to AR-2 to allow for the creation of a home site Map# 368 Parcel# 8B in the Fourth District.</td>
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<td>12 Public Hearing 2021-079</td>
<td>The Planning Board recommends approving an application by <strong>Freddie H. Mitchell</strong> to rezone 3.06 acres out of 13.06 acres located 205 White Branch Drive from AR-1 to AR-2 for the creation of two additional home sites Map# 393 Parcel# 8A in the Fourth District.</td>
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<td>13 Second Reading 2021-080</td>
<td>Consideration to approve the Second Reading of an application by <strong>Freddie H. Mitchell</strong> to rezone 3.06 acres out of 13.06 acres located 205 White Branch Drive from AR-1 to AR-2 for the creation of two additional home sites Map# 393 Parcel# 8A in the Fourth District.</td>
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<tr>
<td>14 Public Hearing 2021-081</td>
<td>The Planning Board recommends approving an application by <strong>Robert Warner</strong> for a Conditional Use for a Rural Business located at 490 Stillwell Road to operate a beehive supply business Map# 410 Parcel# 1 in the Fourth District.</td>
</tr>
<tr>
<td>15 Second Reading 2021-082</td>
<td>Consideration to approve the Second Reading of an application by <strong>Robert Warner</strong> for a Conditional Use.</td>
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<td><strong>16 Public Hearing</strong>&lt;br&gt;2021-083</td>
<td>for a Rural Business located at 490 Stillwell Road to operate a beehive supply business Map# 410 Parcel# 1 in the Fourth District</td>
</tr>
<tr>
<td><strong>17 Second Reading</strong>&lt;br&gt;2021-084</td>
<td>The Planning Board recommends approving an application by George Bishop for a Conditional Use located at 377 High Bluff Road to operate a sawmill business on a parcel consisting of 9.05 acre parcel Map# 459 Parcel# 66 in the Fourth District</td>
</tr>
<tr>
<td><strong>18 Public Hearing</strong>&lt;br&gt;2021-085</td>
<td>Consideration to approve the Second Reading of an application by George Bishop for a Conditional Use located at 377 High Bluff Road to operate a sawmill business on a parcel consisting of 9.05 acre parcel Map# 459 Parcel# 66 in the Fourth District</td>
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<tr>
<td><strong>19 Second Reading</strong>&lt;br&gt;2021-086</td>
<td>The Planning Board recommends approving an application by Toss Allen agent for Kyle J. Balk to rezone 10 acres located at 768 Ebenezer Road from R-1 to R-6 for the future development of Oglethorpe Landing Map# 446 Parcel# 13 in the Fourth District</td>
</tr>
<tr>
<td><strong>20 Sketch Plan</strong>&lt;br&gt;2021-087</td>
<td>Consideration to approve an application by Toss Allen agent for Kyle J. Balk for a Sketch Plan for Oglethorpe Landing subdivision located at 768 Ebenezer Road consisting of 34 lots Map# 446 Parcel# 13 in the Fifth District</td>
</tr>
<tr>
<td><strong>21 Public Hearing</strong>&lt;br&gt;2021-088</td>
<td>The Planning Board recommends approving an application by Ashlynn Bashlor agent for Jimmy &amp; Luanne Miller to rezone 5.09 acres located at 111 Chase Drive from AR-1 to AR-2 for the separation of two home sites Map# 446A Parcel# 8 in the Fifth District</td>
</tr>
<tr>
<td><strong>22 Second Reading</strong>&lt;br&gt;2021-089</td>
<td>Consideration to approve the Second Reading of an application by Ashlynn Bashlor agent for Jimmy &amp; Luanne Miller to rezone 5.09 acres located at 111 Chase Drive from AR-1 to AR-2 for the separation of two home sites Map# 446A Parcel# 8 in the Fifth District</td>
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**XV Adjourment**
EFFINGHAM COUNTY BOARD OF COMMISSIONERS
(FINAL) COMMISSION MEETING AGENDA
Effingham County Administrative Complex
Commission Meeting Chambers
601 North Laurel Street, Springfield GA 31329
February 16, 2021– 5:00 PM
(Also aired via teleconference
Dial - 1-650-419-1505 Access Code – 106822973)

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

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<tr>
<td>III Pledge to the American Flag</td>
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<td>Sounded in unison</td>
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<tr>
<td>IV Agenda Approval</td>
<td>Consideration of a Resolution to approve the agenda</td>
<td>Approved w/ changes (add NB 1A, postpone PB#12&amp; 13 to 03/16/2021 and PB# 18,19 &amp; 20 to 03/02/2021)</td>
<td></td>
</tr>
<tr>
<td>V Minutes</td>
<td>Consideration to approve the February 2, 2021 regular Commission meeting minutes</td>
<td>Approved as read</td>
<td></td>
</tr>
<tr>
<td>VI Public Comments</td>
<td>Agenda Items ONLY</td>
<td>Stated by Vice Chair</td>
<td></td>
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<td>01 Agreement 2021-053</td>
<td>Consideration to approve to ratify the Fiscal Agent Designation and Acceptance Agreement for Family Connections</td>
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<td>02 Agreement 2021-054</td>
<td>Consideration to approve to continue the Probation Services Agreement with the State Court of Effingham County</td>
<td>Approved</td>
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<td>03 Agreement 2021-055</td>
<td>Consideration to approve to continue the Probation Services Agreement with the Superior Court of Effingham County</td>
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<td>04 Agreement 2021-056</td>
<td>Consideration to approve to continue a Service Agreement with Docuquest Service for a copier which is housed in the Tax Commissioners office</td>
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<td>IX Old Business</td>
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<tr>
<td>01 Ordinance 2021-057</td>
<td>Consideration to approve the Second Reading to amend Chapter 10 - Animals, Sections 10-1, 10-4, 10-71, 10-72, and 10-114 of the Effingham County Code of Ordinances</td>
<td>Approved 1st Reading 02/02/2021</td>
<td>Approved 2nd Reading</td>
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<tr>
<td>X New Business</td>
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<tr>
<td>01 Audit 2021-058</td>
<td>Presentation of the 2020 Audit by Lanier, Deal and Proctor</td>
<td>Presented</td>
<td></td>
</tr>
<tr>
<td>01A Audit</td>
<td>Consideration to approve the audited statements and to submit to the State of Georgia</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td>02 Purchase Order</td>
<td>Consideration to approve updated Purchase Order# 21-19-001 for the purchase of a new ambulance</td>
<td>Approved</td>
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<tr>
<td>Alison Bruton 2021-059</td>
<td>for Emergency Medical Services (EMS)</td>
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<td>03 Purchase Order</td>
<td>Consideration to approve Purchase Order# 21-19-001-2 for the purchase of a new ambulance for</td>
<td>Approved</td>
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<td>Alison Bruton 2021-060</td>
<td>Emergency Medical Services (EMS)</td>
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<td>04 Resolution</td>
<td>Consideration to approve Resolution# 021-003 to surplus two (2) Sheriff vehicles</td>
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<td>Alison Bruton 2021-061</td>
<td></td>
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</tr>
<tr>
<td>05 Contact</td>
<td>Consideration to approve to issue a Contract to Lane Brothers Auctions, LLC for 2021 surplus</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td>Alison Bruton 2021-062</td>
<td>auction services</td>
<td></td>
<td></td>
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<tr>
<td>06 Contract</td>
<td>Consideration to approve to rescind the original contract and enter into a new Service Contract</td>
<td>Approved</td>
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<td>Kristen Achtziger 2021-063</td>
<td>with C2i Control Instruments, Inc. for design build services for a Supervisory Control and Data</td>
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<td>Acquisition (SCADA) system upgrade for the waste water treatment plant</td>
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<td>Teresa Concannon 2021-064</td>
<td>intensive uses in an AR-1 district</td>
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<tr>
<td>08 Annexation</td>
<td>Consideration to approve to support a Notice of Annexation Petition Requesting Annexation of</td>
<td>Approved</td>
<td></td>
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<td>Stephanie Johnson 2021-065</td>
<td>approximately 1.12 acres into the City of Springfield, owned by the Effingham County Industrial</td>
<td></td>
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<td></td>
<td>Development Authority, Map# 367A Parcel# 57 and Map#367 Parcel# 57A, 57B</td>
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<td>09 Appointment</td>
<td>Consideration to reappoint Barry Flonnory to the Effingham County Hospital Authority as</td>
<td>Approved</td>
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<tr>
<td>Stephanie Johnson 2021-066</td>
<td>representative of the Fifth District</td>
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<td></td>
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<tr>
<td>10 Resolution</td>
<td>Consideration to approve to ratify Resolution# 021-004 to submit an application for a Coastal</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td>Eric Larson 2021-067</td>
<td>Incentive Grant for Stormwater Master Plan</td>
<td></td>
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</tbody>
</table>
XI Reports from Administrative Staff & Commissioners

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<thead>
<tr>
<th>Report Type</th>
<th>Description</th>
<th>Approver</th>
</tr>
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<tbody>
<tr>
<td>Kent Elmore agent for Millen Timber Company</td>
<td>Rezone 25 acres located on Midland Road from AR-1 to AR-2 for future development of a residential subdivision (Meadows at Midland) Map# 324 Parcel# 115B in the First District</td>
<td>Approved w/ stipulations</td>
</tr>
<tr>
<td>Vicki Inez Miller, agent for Vera McLaughlin</td>
<td>Rezone 5 acres located at 179 Frank W. Dasher Lane from AR-1 to AR-2 to subdivide and recombine with an adjacent parcel Map# 416 Parcel# 3 in the First District</td>
<td>Approved</td>
</tr>
<tr>
<td>Vicki Inez Miller, agent for Vera McLaughlin</td>
<td>Rezone 5 acres located at 179 Frank W. Dasher Lane from AR-1 to AR-2 to subdivide and recombine with an adjacent parcel Map# 416 Parcel# 3 in the First District</td>
<td>Approved 2nd Reading</td>
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<td>Edward Ringer</td>
<td>Approved w/ stipulations</td>
<td></td>
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XII Executive Session

Discussion of Personnel, Property and Pending Litigation

XIII Executive Session Minutes

No minutes to be approved

XIV Planning Board 6:00 PM

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<td>The Planning Board recommends approving an application by Kent Elmore agent for Millen Timber Company</td>
<td>Approved w/ stipulations</td>
</tr>
<tr>
<td>02 Second Reading 2021-069</td>
<td>Consideration to approve the Second Reading of an application by Kent Elmore agent for Millen Timber Company</td>
<td>Approved 2nd Reading</td>
</tr>
<tr>
<td>03 Sketch Plan 2021-070</td>
<td>The Planning Board recommends approving an application by Kent Elmore agent for Millen Timber Company for a Sketch Plan for Meadows at Midland located on Midland Road, consisting of 20 residential lots Map# 324 Parcel# 115 in the First District</td>
<td>Approved</td>
</tr>
<tr>
<td>04 Public Hearing 2021-071</td>
<td>The Planning Board recommends approving an application by Vicki Inez Miller, agent for Vera McLaughlin</td>
<td>Approved</td>
</tr>
<tr>
<td>05 Second Reading 2021-072</td>
<td>Consideration to approve the Second Reading of an application by Vicki Inez Miller, agent for Vera McLaughlin</td>
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</tr>
<tr>
<td>07</td>
<td>Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Edward Ringer for a Variance located at 200 Green Bridge Lane to allow for the placement of an accessory structure in the front yard Map# 352G Parcel# 4 in the First District</td>
</tr>
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<td>08</td>
<td>Public Hearing</td>
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<td>14</td>
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<td>The Planning Board recommends approving an application by Robert Warner for a Conditional</td>
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<tr>
<td>Agenda Item</td>
<td>Description</td>
<td>Action</td>
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### 22 Second Reading 2021-089

Consideration to approve the Second Reading of an application by **Ashlynn Bashlor** agent for **Jimmy & Luanne Miller** to rezone 5.09 acres located at 111 Chase Drive from AR-1 to AR-2 for the separation of two home sites Map# 446A Parcel# 8 in the Fifth District

| Denied |

### XV Adjournment

7:11 pm

**Members Present:**
Roger Burdette
Jamie Deloach
Reginald Loper
Phil Kieffer

**Not Present:**
Wesley Corbitt
Forrest Floyd
The Georgia Conflict of Interest in Zoning Action Statue (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

**PLEASE TURN OFF YOUR CELL PHONE**

<table>
<thead>
<tr>
<th>Items of Business</th>
<th>Action Requested of Commissioners</th>
<th>Previous Action of Commissioners</th>
<th>Action Taken</th>
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</thead>
<tbody>
<tr>
<td>I  Call to Order</td>
<td>5:00 P.M.</td>
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<tr>
<td>II Invocation</td>
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<td>III Pledge to the American Flag</td>
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<tr>
<td>IV Agenda Approval</td>
<td>Consideration of a Resolution to approve the agenda</td>
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<tr>
<td>V  Minutes</td>
<td>Consideration to approve the February 2, 2021 regular Commission meeting minutes</td>
<td></td>
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<tr>
<td>VI Public Comments</td>
<td>Agenda Items ONLY</td>
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<tr>
<td>VII Correspondence</td>
<td>Documents from this meeting are located in the Clerk’s office and on the Board of Commissioner’s website</td>
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<tr>
<td>VIII Consent Agenda</td>
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<tr>
<td>01 Agreement 2021-053</td>
<td>Consideration to approve to ratify the Fiscal Agent Designation and Acceptance Agreement for Family Connections</td>
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<tr>
<td>02 Agreement 2021-054</td>
<td>Consideration to approve to continue the Probation Services Agreement with the State Court of Effingham County</td>
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<tr>
<td>03 Agreement 2021-055</td>
<td>Consideration to approve to continue the Probation Services Agreement with the Superior Court of Effingham County</td>
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<tr>
<td>04 Agreement 2021-056</td>
<td>Consideration to approve to continue a Service Agreement with Docuquest Service for a copier which is housed in the Tax Commissioners office</td>
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<tr>
<td>IX Old Business</td>
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<tr>
<td>01 Ordinance 2021-057</td>
<td>Consideration to approve the Second Reading to amend Chapter 10 - Animals, Sections 10-1, 10-4, 10-71, 10-72, and 10-114 of the Effingham County Code of Ordinances</td>
<td>Approved 1st Reading 02/02/2021</td>
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### New Business

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<tr>
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<tbody>
<tr>
<td>01</td>
<td><strong>Audit</strong> 2021-058</td>
<td>Presentation of the 2020 Audit by Lanier, Deal and Proctor</td>
</tr>
<tr>
<td>02</td>
<td><strong>Purchase Order</strong> 2021-059</td>
<td>Consideration to approve updated Purchase Order# 21-19-001 for the purchase of a new ambulance for Emergency Medical Services (EMS)</td>
</tr>
<tr>
<td>03</td>
<td><strong>Purchase Order</strong> 2021-060</td>
<td>Consideration to approve Purchase Order# 21-19-001-2 for the purchase of a new ambulance for Emergency Medical Services (EMS)</td>
</tr>
<tr>
<td>04</td>
<td><strong>Resolution</strong> 2021-061</td>
<td>Consideration to approve Resolution# 021-003 to surplus two (2) Sheriff vehicles</td>
</tr>
<tr>
<td>05</td>
<td><strong>Contact</strong> 2021-062</td>
<td>Consideration to approve to issue a Contract to Lane Brothers Auctions, LLC for 2021 surplus auction services</td>
</tr>
<tr>
<td>06</td>
<td><strong>Contract</strong> 2021-063</td>
<td>Consideration to approve to rescind the original contract and enter into a new Service Contract with C2i Control Instruments, Inc. for design build services for a Supervisory Control and Data Acquisition (SCADA) system upgrade for the waste water treatment plant</td>
</tr>
<tr>
<td>07</td>
<td><strong>Discussion</strong> 2021-064</td>
<td>Discussion of a new ordinance (Section 3.15C – Agricultural Business) to accommodate large scale, intensive uses in an AR-1 district</td>
</tr>
<tr>
<td>08</td>
<td><strong>Annexation</strong> 2021-065</td>
<td>Consideration to approve to support a Notice of Annexation Petition Requesting Annexation of approximately 1.12 acres into the City of Springfield, owned by the Effingham County Industrial Development Authority, Map# 367A Parcel# 57 and Map#367 Parcel# 57A, 57B</td>
</tr>
<tr>
<td>09</td>
<td><strong>Appointment</strong> 2021-066</td>
<td>Consideration to reappoint Barry Flonnory to the Effingham County Hospital Authority as representative of the Fifth District</td>
</tr>
<tr>
<td>10</td>
<td><strong>Resolution</strong> 2021-067</td>
<td>Consideration to approve Resolution# 021-004 to submit an application for a Coastal Incentive Grant for Stormwater Master Plan</td>
</tr>
<tr>
<td></td>
<td><strong>Reports from Administrative Staff &amp; Commissioners</strong></td>
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<td></td>
<td><strong>Executive Session</strong></td>
<td>Discussion of Personnel, Property and Pending Litigation</td>
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<tr>
<td>XIII Executive Session Minutes</td>
<td>No minutes to be approved</td>
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<tr>
<td>XIV Planning Board</td>
<td>6:00 PM</td>
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<td>01 Public Hearing</td>
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<td>2021-068</td>
<td></td>
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<tr>
<td>The Planning Board recommends approving an application by <strong>Kent Elmore agent for Millen Timber Company</strong> to rezone 25 acres located on Midland Road from AR-1 to AR-2 for the future development of a residential subdivision (Meadows at Midland) Map# 324 Parcel# 115B in the First District</td>
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<td>2021-070</td>
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<tr>
<td>The Planning Board recommends approving an application by <strong>Kent Elmore agent for Millen Timber Company</strong> for a Sketch Plan for Meadows at Midland located on Midland Road, consisting of 20 residential lots Map# 324 Parcel# 115 in the First District</td>
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<td>2021-071</td>
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<td>The Planning Board recommends approving an application by <strong>Vicki Inez Miller, agent for Vera McLaughlin</strong> to rezone 5 acres located at 179 Frank W. Dasher Lane from AR-1 to AR-2 to subdivide and recombine with an adjacent parcel Map# 416 Parcel# 3 in the First District</td>
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<tr>
<td>The Planning Board recommends approving an application by <strong>Edward Ringer</strong> for a Variance located at 200 Green Bridge Lane to allow for the placement of an accessory structure in the front yard Map# 352G Parcel# 4 in the First District</td>
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<td>10 Public Hearing</td>
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<td>The Planning Board recommends approving an application by <strong>Kash Redmond</strong> to rezone 2 out of 58 acres located at 986 Courthouse Road from, AR-1 to AR-2 to allow for the creation of a home site Map# 368 Parcel# 8B in the Fourth District</td>
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<tr>
<td>11 Second Reading</td>
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**XV Adjournment**
Staff Report

Subject: Fiscal Agent Designation and Acceptance Agreement for Family Connections

Author: Christy Carpenter, Finance Director

Department: Finance

Meeting Date: 06/16/2020

Item Description: Request to Ratify Fiscal Agent Designation and Acceptance Agreement for Family Connections

Summary Recommendation:
Each year in the past, the County has been requested to act as the fiscal agent for Family Connections. We act as fiscal agent and contract with the state for the grant which funds Family Connections.

Executive Summary/Background:
1. This agreement covers the period of 7/1/2021 – 6/30/2022
2. Agreement was due 2/15/2021
3. The county will continue to serve as Fiscal Agent for Family Connections into FY22.
4. The State will send a new contract for FY22 when available.

Alternatives for Commission to Consider:
1. Approve the Ratification of the Fiscal Agent Designation and Acceptance Agreement
2. Do not Approve the Ratification of the Fiscal Agent Designation and Acceptance Agreement
3. Provide Staff with Direction

Recommended Alternative: Staff recommends Alternative #1 - approval

Other Alternatives: n/a

Department Review: Finance, County Attorney

Funding Source:
Funding is based on the amount of the State Grant. No match is required.

Attachments:
1. Fiscal Agent Designation and Acceptance Agreement
Fiscal Agent Designation and Acceptance Agreement

The ________________ agrees to serve as the Fiscal Agent for the name of Georgia Family Connection collaborative for the period of July 1, 2021 through June 30, 2022.

The Fiscal Agent certifies they 1) understand this is a 12 month commitment, 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments relating to the funds, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made and 5) agree the local Family Connection collaborative governing body is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the Fiscal Agent’s own policies and procedures.

To Submit:
Print, sign, scan and upload into CLIX the Fiscal Agent Designation and Acceptance Agreement AND the completed IRS W-9.

Deadline: February 15, 2021

<table>
<thead>
<tr>
<th>Family Connection Collaborative Chairperson:</th>
<th>Fiscal Agent:</th>
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<tbody>
<tr>
<td>(Signature in ink)</td>
<td>Fiscal Agent's fiscal year end date (month and day): ____________________________</td>
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<tr>
<td>(Print Name in Block Letters)</td>
<td>(Signature of agency representative legally responsible to enter into contract. Signature in ink)</td>
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<tr>
<td>Date: ________________________________</td>
<td>(Print Name in Block Letters)</td>
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<tr>
<td>Family Connection Coordinator:</td>
<td>Title: ____________________________ (Print Title in Block Letters)</td>
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<td>(Signature in ink)</td>
<td>Date: ________________________________</td>
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<td>(Print Name in Block Letters)</td>
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<td>Date: ________________________________</td>
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10/20
Staff Report

Subject: Consideration to allow the Probation Services agreement with the State Court of Effingham County to continue

Author: Alison Bruton, Purchasing Agent, David Zittrauer, Probation Director

Department: Purchasing and Probation

Meeting Date: 02-16-2021

Item Description: Probation Services

Summary Recommendation: Approval to renew

Executive Summary/Background:

- The County currently has an agreement in place with the State Court for Probation Services which renews annually for a period of 5 years from 2018 to 2023.
- Service agreements are required by the Georgia Department of Community supervision’s Misdemeanor Probation Oversite unit.
- Effingham Co. Probation Office supervises probated misdemeanor cases sentenced by the court listed. The majority of cases that Effingham County Probation serves are from State and Superior Court.
- Springfield and Guyton courts are contracted to help supplement the budget and keep local probation local.
- Probationers pay a $50.00 per month supervision fee (unless otherwise ordered by the sentencing Judge). $41.00 is paid to the probation office and $9.00 is paid to the State of Georgia’s Crime Victim Emergency Fund.
- Providing probation supervision for State and Superior Court is a function of county government.
- Providing probation supervision to the Cities saves them from having to contract with a private provider, or staff and manage a separate office to handle probationers.
- The agreement has been previously reviewed and approved to form by the County Attorney.
- The agreement can be cancelled with 30 days written notice by either party. The Court may cancel the agreement immediately for cause.

Alternatives for Commission to Consider

1. Board approval to allow the Probation Services agreement with the State Court to renew for the period March 2021 to March 2022.
2. Cancel the agreement.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Probation.

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

Attachments:

1. Probation service agreement with the State Court.
Probation Services Agreement

This Agreement is made by and between EFFINGHAM COUNTY PROBATION OFFICE, an agency organized under the laws of the State of Georgia, with its principal place of business at 902 North Pine Street, Springfield, Georgia hereinafter called “Contractor”, and the State Court of Effingham County, Georgia hereinafter called “Court”. This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated, Senate Bill 367, and the Georgia Department of Community Supervision Misdemeanor Probation Oversight Unit hereinafter referred to as “DCS or MPOU”. The parties enter into the Agreement under the specific authority of The Effingham County Board of Commissioners and The State Court of Effingham County, Georgia.

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

EXTENT OF SERVICES TO BE RENDERED BY THE PROBATION ENTITY

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

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the DCS rules in chapter 105 (as attached).

2.) Reporting and Record Keeping - Contractor shall comply with DCS rules 105-2-.13, 105-2-.14, OCGA 42-8-108 and OCGA 42-8-109.2. Contractor shall create and maintain individual files for each offender receiving services from the Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the Judge of the court handling the case, the Department of Audits and Accounts, the Misdemeanor Probation Oversite Unit and, upon transfer of probation supervision to the State, to the DCS.

3.) Money Collection. Contractor shall comply with DCS rule 105-2-.15, Georgia Codes; OCGA 42-8-103, OCGA 17-15-13 and OCGA 17-14-8.

4.) Employee Qualifications and Training. Contractor shall meet or exceed staff qualifications and training requirements per annum under the same Code Section and rules and regulations promulgated by the DCS rules 105-2-.09 and 105-2-.12 for all staff members to include director, probation officers, administrative staff, interns and volunteers.
5.) Criminal History Check. Contractor shall have a criminal history records check conducted on all individuals in accordance with Georgia law and per DCS rule 105-2-.10.

6.) Location Place of Business. Contractor shall maintain an office in Springfield, Georgia for meeting with and the provision of services to probationers located at 902 N. Pine Street, Springfield Ga. 31329.

B. Reports to Court/Record Keeping

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

C. Collection/Tender of Court-ordered Monies

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

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

D. Access to Contractor Records

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

E. Scope of Services to Probationers by Contractor

Contractor shall provide the following services to probationers referred to the Contractor by the Court.
1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court’s ordered conditions of probation (intake). At intake, the probation officer shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court’s order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer’s reporting schedule to include frequency.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide a copy of court sheet showing itemized accounting of all monies assessed for probationer upon request of the Court or probationer.

4.) Community Service. Contractor shall coordinate, monitor and ensure compliance with community service by each probationer as ordered by the Court. Contractor will maintain records of service participation. The Contractor will provide a community service program that will provide indigent probationers with the opportunity to perform community service in lieu of payment of their fines and fees at rates established by the Court, which shall be no less than the federal minimum wage. This program may also be offered to probationers who are not indigent, but are financially non-compliant per OCGA 17-10-1 and OCGA 42-8-102.

5.) Employment Assistance. Contractor shall lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

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7.) Reports of Violations of Probation. Contractor shall comply with OCGA 42-8-103

8.) Probationers with Consecutive Sentences. Contractor shall remain in compliance with OCGA 42-8-103.2 and further re-evaluate consecutive cases every 4 months after the initial 12 months.

9.) Indigent Probationers – shall be determined by the Court and will be supervised per OCGA 42-8-102.
10.) Fees Charged to the Probationer. Contractor shall charge a monthly supervision fee totaling $50.00 with ($41.00 being paid to Effingham County and $9.00 being paid to the State of Georgia’s Crime Victim Emergency Fund). When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees unless probation is subsequently converted to a sentence that requires community service per OCGA 42-8-103. Probationers ordered to participate in the SCRAM alcohol monitoring will be charged a set fee of $250 per month in addition to monthly supervision fees. Probationers requesting drug screens sent for confirmation will be charged $25.00 for every drug tested for in which the result confirms a positive confirmation.

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

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

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

F. Payment for Contractor’s Services.

For regular probation supervision which includes a minimum of one (1) contact per month, probationer shall pay a fee of $50.00 per month. Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of this Agreement and Contractor’s satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services.

G. Access to Criminal Histories

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

H. Notice of Court Sessions

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

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

4
I. Court Facilities.

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

TERM

J. Period of Service.

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

K. Termination.

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

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

L. Insurance

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

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

**DEFAULT**

N. **Deficiency in Service by Contractor**

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

**MISCELLANEOUS**

O. **Time is of the Essence of this Agreement.**

P. **Compliance with the Law.**

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

Q. **Entire Agreement.**

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

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

S. Assignment.

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

T. Notice.

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

Effingham County Probation Office
902 North Pine St.
Springfield, GA 31329

Contractor: Effingham County Probation Office
902 North Pine Street
Springfield, GA 31329
912-754-4155

Court: State Court of Effingham County, Georgia
Attn: Judge Ronald K. Thompson
700 N Pine St., Suite 238
Springfield GA 31329
Phone: 912-754-2117
IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE __________ DAY OF __________________, 20 ___.

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<th>COURT</th>
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<td>Judge, Ronald K. Thompson</td>
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<tr>
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<td>Effingham County State Court</td>
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APPROVED BY:

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<th>EFFINGHAM COUNTY BOARD OF COMMISSIONERS</th>
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<tr>
<td>By: Wesley M. Corbitt</td>
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<tr>
<td>Name: Wesley M. Corbitt</td>
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<tr>
<td>Title: Chairman</td>
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<tr>
<td>Attested by:</td>
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<tr>
<td>Name: Stephanie Johnson</td>
</tr>
<tr>
<td>Title: Clerk of Board of Commissioners</td>
</tr>
</tbody>
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Staff Report

Subject: Consideration to allow the Probation Services agreement with the Superior Court of Effingham County to continue
Author: Alison Bruton, Purchasing Agent, David Zittrauer, Probation Director
Department: Purchasing and Probation
Meeting Date: 02-16-2021
Item Description: Probation Services

Summary Recommendation: Approval to renew

Executive Summary/Background:
- The County currently has an agreement in place with the Superior Court for Probation Services which renews annually for a period of 5 years from 2018 to 2023
- Service agreements are required by the Georgia Department of Community supervision’s Misdemeanor Probation Oversite unit.
- Effingham Co. Probation Office supervises probated misdemeanor cases sentenced by the court listed. The majority of cases that Effingham County Probation serves are from State and Superior Court.
- Springfield and Guyton courts are contracted to help supplement the budget and keep local probation local.
- Probationers pay a $50.00 per month supervision fee (unless otherwise ordered by the sentencing Judge). $41.00 is paid to the probation office and $9.00 is paid to the State of Georgia’s Crime Victim Emergency Fund.
- Providing probation supervision for State and Superior Court is a function of county government.
- Providing probation supervision to the Cities saves them from having to contract with a private provider or staff and manage a separate office to handle probationers.
- The agreement has been previously reviewed and approved to form by the County Attorney.
- The agreement can be cancelled with 30 days written notice by either party. The Court may cancel the agreement immediately for cause.

Alternatives for Commission to Consider
1. Board approval to allow the Probation Services agreement with the Superior Court to renew for the period March 2021 to March 2022.
2. Cancel the agreement.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Probation.
Funding Source: N/A – funds are collected from probationers.
Attachments:
1. Probation service agreement with the Superior Court.
Probation Services Agreement

This Agreement is made by and between EFFINGHAM COUNTY PROBATION OFFICE, an agency organized under the laws of the State of Georgia, with its principal place of business at 902 North Pine Street, Springfield, Georgia hereinafter called “Contractor”, and the Superior Court of Effingham County, Georgia hereinafter called “Court”. This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated, Senate Bill 367, and the Georgia Department of Community Supervision Misdemeanor Probation Oversight Unit hereinafter referred to as “DCS or MPOU”. The parties enter into the Agreement under the specific authority of The Effingham County Board of Commissioners and The Superior Court of Effingham County, Georgia.

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

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

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

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the DCS rules in chapter 105 (as attached).

2.) Reporting and Record Keeping - Contractor shall comply with DCS rules 105-2-.13, 105-2-.14, OCGA 42-8-108 and OCGA 42-8-109.2. Contractor shall create and maintain individual files for each offender receiving services from the Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the Judge of the court handling the case, the Department of Audits and Accounts, the Misdemeanor Probation Oversight Unit and, upon transfer of probation supervision to the State, to the DCS.

3.) Money Collection. Contractor shall comply with DCS rule 105-2-.15, Georgia Codes; OCGA 42-8-103, OCGA 17-15-13 and OCGA 17-14-8.

4.) Employee Qualifications and Training. Contractor shall meet or exceed staff qualifications and training requirements per annum under the same Code Section and rules and regulations promulgated by the DCS rules 105-2-.09 and 105-2-.12 for all staff members to include director, probation officers, administrative staff, interns and volunteers.
5.) Criminal History Check. Contractor shall have a criminal history records check conducted on all individuals in accordance with Georgia law and per DCS rule 105-2-.10.

6.) Location Place of Business. Contractor shall maintain an office in Springfield, Georgia for meeting with and the provision of services to probationers located at 902 N. Pine Street, Springfield Ga. 31329.

B. Reports to Court/ Record Keeping

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

C. Collection / Tender of Court-ordered Monies

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

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

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OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

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

F. Payment for Contractor’s Services.

For regular probation supervision which includes a minimum of one (1) contact per month, probationer shall pay a fee of $50.00 per month. Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of this Agreement and Contractor’s satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services.

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Effingham County Probation Office
912-754-4155 phone, 912-754-9136 fax
I. Court Facilities.

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

TERM

J. Period of Service.

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

K. Termination.

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

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

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

DEFAULT

N. Deficiency in Service by Contractor

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

MISCELLANEOUS

O. Time is of the Essence of this Agreement.

P. Compliance with the Law.

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

Q. Entire Agreement.

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

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

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

T. Notice.

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**Effingham County Probation Office**
902 North Pine St.
Springfield, GA 31329

Contractor: Effingham County Probation Office
902 North Pine Street
Springfield, GA 31329
912-754-4155

Court: Superior Court of Effingham County, Georgia
Attn: Chief Judge William E. Woodrum
P.O. Box 805
Millen, GA 30442
912-764-4251
IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _______ DAY OF ____________________, 20 ___.

PROBATION SERVICES CONTRACTOR
By: Effingham Probation
Name: [Signature]
Title: [Position]

COURT
Chief Judge, William E. Woodrum, Jr.
Effingham County Superior Court
Southeast Ogeechee Judicial Circuit

APPROVED BY:

EFFINGHAM COUNTY BOARD OF COMMISSIONERS
By: Wesley M. Corbitt
Name: Wesley M. Corbitt
Title: Chairman
Attested by: [Signature]
Name: Stephanie Johnson
Title: Clerk of Board of Commissioners
Staff Report
Subject: Docuquest Service Contract
Author: Alison Bruton, Purchasing Agent
Department: Tax Commissioner
Meeting Date: 2-16-2021
Item Description: Docuquest Service Contract for Tax Commissioner’s Office

Summary Recommendation: Staff recommends approving the service contract with Docuquest.

Executive Summary/Background:
- The Tax Commissioner had requested to purchase the copier currently utilized in her office. The Service Contract was approved March 3, 2020.
- The machine currently has a service contract for a monthly fee of $25.00, which includes 3,000 copies/prints with an overage of .007 per page, as well as all parts, labor, and toner.
- The Tax Commissioner’s Office has requested to continue with the service agreement.

Alternatives for Commission to Consider
1. Approve the Docuquest Service Contract.
2. Do not approve the Docuquest Service Contract.

Recommended Alternative: 1.

Other Alternatives: 2.

Department Review: Purchasing, Tax Commissioner, I.T.

Funding Source: Current Budget for Tax Commissioner

Attachments:
1. Docuquest Service Contract
## COMPREHENSIVE SERVICE PROGRAM

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Please record Email address for meter reading requests

### MAINTENANCE AGREEMENT COPIER & FAX PLAN TYPES

**Plans**

- **A**
  Covers parts, labor, drums, PM kits and toner (excludes paper, staples, color toner, optional color units, & shipping)

- **B**
  Covers parts, labor, drums, PM kits (excludes paper, toner, staples & shipping)

- **C**
  Covers parts and labor only (excludes drums, paper, toner, PM kits, staples & shipping)

- **D**
  Covers parts, labor, drums, PM kits, black and color toner (excludes paper, staples & shipping)

- **E**
  External Fiery/controller parts and labor only

- **F**
  Excluded, not covered under any service program

This contract is a one year Maintenance Agreement billed according to the terms specified above.

### BILLING ADDRESS

- **Effingham County Board of Commissioners**
  - **Address**: 601 N. Laurel St., Springfield, GA 31329
  - **Phone**: 912-754-2159

### INSTALLATION ADDRESS

- **Effingham County Tax Commissioner**
  - **Address**: 901 N. Pine St., Room 104, Springfield, GA 31329
  - **Phone**: 912-754-2121

DocuQuest, Inc., will be designated as DocuQuest in the following agreement. Customer agrees to purchase and DocuQuest agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement, signed by the customer and an authorized DocuQuest representative.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO CHANGE, ALTERATION OR AMENDMENT OF THE TERMS OR CONDITIONS OF THIS AGREEMENT ARE AUTHORIZED UNLESS THEY HAVE BEEN AGREED TO IN WRITING BY AN AUTHORIZED OFFICIAL OF DOCUQUEST, INC.

### TERMS AND CONDITIONS
1. GENERAL SCOPE OF COVERAGE
This agreement covers both the labor and the material for adjustments, repairs and replacements of parts as necessary by normal use of equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence, or causes beyond DocuQuest’s control are not covered. In addition, DocuQuest may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by DocuQuest, or if parts, accessories, or components not authorized by DocuQuest, Inc. are fitted to the equipment.

2. SERVICE CALLS
Service calls under this agreement will be made during normal business hours at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Additional Fuel Surcharges may apply.

3. EXTENT OF LABOR SERVICES
Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair or replacement of parts described in paragraph 4.

4. REPAIR AND REPLACEMENT OF PARTS
All parts necessary to the operation of the equipment, with the exception of the parts listed below, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this agreement. Exceptions are shown on the front side of contract.

5. TERM
This agreement shall become effective upon receipt by DocuQuest of the initial maintenance charge provided on the reverse side hereof, and shall continue for the annual service period specified on the face of this agreement or up to the allowable maximum copy volume. It shall automatically renew for successive similar periods subject to the receipt by DocuQuest of the maintenance charge in effect, provided that the customer is not then in default. This contract is subject to Annual Increases. Customer is required (where applicable) to provide meter readings each Month, Quarter, etc. as applies to the contract billing set up. If meters are not provided customer accepts that estimated meter readings will be used based on service history for billing purposes. In addition to any other rights under this agreement, DocuQuest may terminate this agreement at any time by giving 30 days prior written notice to the other party, and the unused portion of that maintenance charge will be refunded. Customer may terminate this agreement by notifying DocuQuest in writing within 30 days of the annual expiration date. Prorated charges will be billed at the time of cancellation.

6. CHARGES
The initial charge for maintenance under this agreement shall be in the amount set forth on the reverse side hereof. The maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Annual increases are based on increases in parts and labor costs associated with the equipment. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 10 days of the date of DocuQuest, Inc.’s invoice for such charges. Customer understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due. DocuQuest reserves the right to share costs of national fuel increases on contracts that provide for labor and connectivity.

7. BREACH OR DEFAULT
If the customer does not pay all charges for maintenance, supplies or parts as provided hereunder, promptly when due: (1) DocuQuest may (a) refuse to service the equipment or (b) furnish service on a C.O.D. “Per Call” basis at published rates and (2) the customer agrees to pay DocuQuest’s costs and expense of collection including the maximum attorney’s fee permitted by law, said fee not to exceed 50% of the amount due hereunder.

If equipment is moved to a new DocuQuest service zone, DocuQuest shall have the option to charge, and the customer agrees to pay the difference in published maintenance charges between the current zone, such charges to be assessed on a pro rata basis. Equipment must be moved by an authorized Toshiba agent. Failure to use an authorized Toshiba agent may result in cancellation of maintenance contract. Charges apply based on type of move. Minimum charge is 150.00

This equipment is designed to give excellent performance with manufacturer’s (of that machine) supplies including paper, developer, toner, and fuser oil. If the customer uses other than manufacturer’s supplies and these supplies cause abnormally frequent service calls or service problems, then DocuQuest may, at its option, terminate this agreement and the unused portion of the maintenance charge will be refunded. In that event, the customer will be offered service on a “Per Call” basis at published rates.

8. NO WARRANTY
Other than the obligations set forth herein, DocuQuest DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DocuQuest, Inc. SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE, PERFORMANCE, OR LOSS OF USE OF THE EQUIPMENT.

9. MISCELLANEOUS
This agreement shall be governed by and construed according to the laws of the State of Georgia applicable to agreements wholly negotiated, executed and performed in the state of Georgia. It constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of DocuQuest, GEORGIA and the customer.
Staff Report

Subject: Amendment to Part II, Chapter 10 - Animals, Sections 10-1, 10-4, 10-71, 10-72, and 10-114.

Author: Eric Larson, Asst. County Manager

Department: Development Services

Meeting Date: February 16, 2021

Item Description: Consideration to approve the Second Reading of amendments to Part II, Chapter 10 - Animals, Sections 10-1, 10-4, 10-71, 10-72, and 10-114.

Summary Recommendation: Staff have revised Chapter 10 – Animals, to allow for use of dog parks at county recreation facilities by unleashed dogs, to add definitions, and to make corrections, and recommend approval of the revised ordinance language that will allow community members to enjoy the use of county recreation facilities with their dogs.

Executive Summary/Background:

- Sections 10-1, 10-4, and 10-71 contain references to “county/city”, which have been amended to show “county”. In addition, new definitions for Dog Park and Assistance Dog have been added to Section 10-1.
- Section 10-72 prohibits pets from county recreation facilities, with the exception of seeing-eye dogs or animals. This has been amended to allow police dogs and assistance dogs, and to include new rules of operation for dog parks. In addition, this section has been amended to remove references to “county/city” recreational facilities, and replace with “county” recreational facilities.
- A dog park has been constructed at the Pineora Park, and others are planned at Clarence E. Morgan Recreation Center and McCall Road Park.
- An ordinance amendment is necessary to allow dogs to enter the recreation complex and visit the dog park; to define the dog park; and to establish rules and regulations.
- The County Attorney has reviewed and approved the ordinance as to form.

Alternatives for Commission to Consider
1 – Approve the Second Reading of amendments to Part II, Chapter 10 – Animals, Sections 10-1, 10-4, 10-71, 10-72, and 10-114.
2 – Take no action.

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: Development Services; County Attorney

Funding Source: N/A

Attachments:
1. Part II, Chapter 10 - Animals, Sections 10-1, 10-4, 10-71, 10-72, and 10-114.
AMENDMENT TO PART II, CHAPTER 10 – ANIMALS, ARTICLE III – SECTIONS 10-1, 10-4, 10-71, 10-72, and 10-114 OF THE EFFINGHAM COUNTY CODE OF ORDINANCES

AN ORDINANCE TO AMEND PART II, CHAPTER 10 – ANIMALS, SECTIONS 10-1, 10-4, 10-71, 10-72, and 10-114 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 and inserted into Part II, Chapter 10 – Animals, Article I, Section 10-1 – Definitions:

Animal control officer/department means any person or agency designated by the county or city as a law enforcement officer or agency for the specific purpose of enforcement of this chapter.

Animal shelter means any facility operated by the county or city or its authorized agents for the purpose of impounding or caring for animals held under the authority of this chapter.

Assistance Dog means a dog that has been trained by a licensed or certified person, organization, or agency to perform physical tasks for a physically challenged person. Assistance dogs include guide or leader dogs that guide individuals who are legally blind; hearing dogs that alert individuals who are deaf or hard of hearing to specific sounds; and service dogs for individuals with disabilities other than blindness or deafness, which are trained to perform a variety of physical tasks, including, but not limited to, pulling a wheelchair, lending balance support, picking up dropped objects, or providing assistance in a medical crisis.

Dog Park means a fenced area at a county recreational area or facility, where dogs can run off leash in the presence of their owners or handlers.

The following shall be revised in Part II, Chapter 10 – Animals, Article I, Section 10-4 – Penalties:

Whenever in this chapter, including any conditions or safeguards established in connection with the grant of any variance or special exception by the county or city, any act is prohibited or is made or declared to be unlawful, or whenever in such chapter the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violator of such provision of this chapter shall, upon conviction thereof, be punished
as provided in section 1-19. Nothing contained in this section shall prevent the county/city from taking such other lawful action as is necessary to prevent or remedy any violation of this chapter.

The following shall be revised in Part II, Chapter 10 – Animals, Article III, Section 10-71 - Dogs, cats, or livestock running at large prohibited.

(a) It shall be unlawful for the owner or keeper of any cat or dog, other than a hunting dog during hunting season to permit them to run at large in the county/city, or to stray from the premises of the owner or keeper, or go upon the premises of any other person.

(1) Hunting dogs will be allowed to run wooded areas, where permitted by the owner of the property, during deer hunting season as established by federal and/or state laws and regulations.

(2) All hunting dogs shall bear tags containing the owner's name, address, and phone number.

(3) All hunting dogs shall be vaccinated in accordance with state rabies shot regulations.

(4) All hunting dogs used in hunting game shall be properly supervised.

(5) If any properly tagged hunting dog is taken into custody by the animal control unit, the dog shall be boarded for a minimum of five days by the animal control unit at the boarding cost provided in this article. No penalties shall be charged.

(6) If an owner does not repossess his dog within five days of the dog's having been taken into the custody of the animal control unit, the dog shall be treated as abandoned.

(b) It shall be unlawful for the owner of any animal other than a dog or cat, including but not limited to cattle, sheep, goats, pigs, and horses, to allow such animal to feed or to be loose on any part of the right-of-way of any public road of the county/city.

The following shall be revised and replaced in Part II, Chapter 10 – Animals, Article III, Section 10-72 - Pet animals prohibited in county/city recreational areas.

It shall be unlawful for any person to bring any pet animal, dog, or cat of any age, whether or not such animal is on a leash, into any designated county/city recreational area or park marked with signs (No pets inside Park) Examples: Playgrounds, Ballfields. There shall be excepted from this provision all Seeing Eye dogs or animals.

(a) All police dogs and assistance dogs.

(b) Dogs, leashed, shall be allowed at boat ramps and along marked trails.

(c) Dogs, whether leashed or unleashed, shall be allowed only within the fenced area at any county recreational area or facility that is designated as a dog park. Animals running at large in county recreational areas or facilities, and unleashed dogs within the dog park in violation of the rules and regulations contained in Section 10-72(c)(1) below, are prohibited.

(1) Park Rules - Use of the park is subject to the following rules and regulations:
1. Hours are 8:00 a.m. until dusk.

2. Use of the dog park is at your own risk.

3. Only dogs with current rabies vaccinations and all other vaccinations required by law shall be allowed to use the dog park.

4. Children under 16 years of age must be accompanied by an adult.

5. Food, alcohol, tobacco, illegal drugs, and glass containers are prohibited.

6. Unattended dogs are prohibited; all dogs must be supervised by persons of at least 16 years of age.

7. Dogs under 4 months of age are prohibited.

8. Female dogs in heat, and sick dogs, are prohibited.

9. Leashes, pinch collars, or choke chains must be removed once dogs have entered the dog park.

10. No more than three (3) dogs per person are permitted at any time.

11. Unleashed dogs are restricted to the area designated for their weight class.

12. Owners are required to clean up after their dog(s); deposit all litter in trash receptacles provided.

13. The dog park gate(s) must remain closed at all times.

14. All dogs must be leashed when preparing to enter and exit the dog park.

15. Agility equipment is for dog use only; children are not permitted to climb or play on the equipment.

16. Bicycles, inline skates, roller skates, skateboards, strollers and/or motorized carts and vehicles are prohibited.

17. Dogs must be within sight and under voice control of their handler at all times; aggressive behavior is prohibited.

18. Dog-training classes are prohibited.

19. Dog owners are responsible for filling any holes, or repairing other damage created by their pets.

20. Any dog or owner creating a disturbance shall be required to leave park property upon request of a county employee.
The following shall be revised and replaced in Part II, Chapter 10 – Animals, Article III, Section 10-114 - Animal waste.

The owner of every animal shall be responsible for the removal of any excrement deposited by his animal on public walks, recreation area, dog park, or private/public property, or county/city buildings.

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

This ___ day of _____________, 20__.

BOARD OF COMMISSIONERS,
EFFINGHAM COUNTY, GEORGIA

BY: ________________________________
WESLEY M. CORBITT
CHAIRMAN

ATTEST:

___________________________
STEPHANIE D. JOHNSON
EFFINGHAM COUNTY CLERK

FIRST READING ______________

SECOND READING ______________
Audit Presentation

Lanier, Deal & Proctor – presentation of the 2020 Audit
Staff Report

Subject: Approval of updated PO for Purchase of New Ambulance for EMS
Author: Alison Bruton, Purchasing Agent
Department: EMS
Meeting Date: February 16, 2021
Item Description: Approval of updated PO 21-19-001 for Purchase of New Ambulance for EMS

Summary Recommendation: Staff recommends approval of updated PO 21-19-001 with Custom Truck & Body Works for the purchase of a new Ambulance for EMS

Executive Summary/Background:
- In November of 2020 a PO was issued to Custom Truck and Body Works for the purchase of a new ambulance for EMS.
- During the ordering process, it was determined that a few items were not included in the original bid listing, but needed on the ambulance.
- Custom Truck and Body Works has provided a listing of those items.
- This will increase the overall cost by $1,100.00, from $166,522 to $167,622

Alternatives for Commission to Consider
1. Approval of updated PO 21-19-001 with Custom Truck & Body Works for the purchase of a new Ambulance in the amount of $167,622.00
2. Take no action

Recommended Alternative: 1
Other Alternatives: 2
Department Review: EMS, Finance, Purchasing
Funding Source: SPLOST
Attachments:
1. Updated PO 21-19-001
2. Previously approved PO
Effingham County Board of Commissioners

601 N LAUREL STREET
SPRINGFIELD, GA 31329
Phone: 912-754-2159
Fax: 912-754-8413

Custom Truck and Body Works, Inc.
PO Box 718
13787 White House Road
Woodbury, GA 30293
ATTN: Jimmy Gill
706-977-7095 (cell) / 706-553-9178 (office)

Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329
ATTN: Alison Bruton
912-754-2159

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tbody>
<tr>
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<td>Furnish one (1) new ambulance per the attached proposals</td>
<td>1</td>
<td>$167,622.00</td>
<td>$167,622.00</td>
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CUSTOM TRUCK & BODY WORKS - SIGNATURE
CUSTOM TRUCK & BODY WORKS - PRINT NAME
AUTHORIZED BY - SIGNATURE
AUTHORIZED BY - PRINT NAME
AUTHORIZED DATE
CHAIRMAN
AUTHORIZED BY - TITLE

CUSTOM TRUCK & BODY WORKS - SIGNATURE
CUSTOM TRUCK & BODY WORKS - PRINT NAME
AUTHORIZED DATE
CHAIRMAN
AUTHORIZED BY - TITLE

ECBOC is a tax exempt entity. Tax ID# is 58-6000821

ECBOC agrees to furnish one (1) new ambulance mounted on a new 2021 Type 1 Ford F-450 chassis as described in the County’s RFP 21-19-001 and related addendums. The County references the terms, conditions and specifications contained in the County’s RFP No. 21-19-001 and related addendums as superseding any and all other contracts, Purchase Orders or Agreements.
## CHANGE ORDER FORM

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<th>Description</th>
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<td>1</td>
<td>A</td>
<td>110V AUX. HEATER</td>
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<td>475.00</td>
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<td>2</td>
<td>A</td>
<td>UPGRADE TO 30 AMP SHORELINE</td>
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<td>3</td>
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<td>KEEP CPR SEAT LAYOUT</td>
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<td>4</td>
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<td>M7 REAR INTERSECTION LIGHTS</td>
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<td>5</td>
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<td>LED LIGHTBAR ON BRUSH GUARD</td>
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**PRICES ARE VALID FOR 10 DAYS.**

**Total to Invoice:** $1,100.00  each unit

Does Change Order Impact Delivery?  No

Custom Truck and Body Works, Inc.
13787 White House Road, Woodbury, GA, 30293
Office: (706) 553-9178  Fax: (706) 553-9179
customtruckandbodyworks.com
CHANGE ORDER FORM

APPROVAL:

<table>
<thead>
<tr>
<th>Customer Signature:</th>
<th>Date:</th>
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<tbody>
<tr>
<td>Dealer Signature:</td>
<td>Date:</td>
</tr>
<tr>
<td>Manufacturer Signature:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

Change Order Must be Returned By: WANDA MCDUFFIE/BOB SUMMERS
**VEHICLE & CHASSIS TYPE:**  TYPE I 12' - FORD - F450 - 4x2 - DIESEL  
**DATE PRICED OUT:**  10/19/2020  
**VEHICLE TOTAL (INCLUDING BOND IF APPLICABLE):**  $166,522  

**OPTIONAL LINE ITEMS QUOTED (NOT INCLUDED IN TOTAL):**

**STANDARD BASE UFIT CONVERSION w OPTION CHOICES**

**CHASSIS ADD-ON / SECTION 1.0**
- Option - Suspension System - Liquid Springs
- Mud Flaps- DRW - No Logo
- Running Boards - 2 Door
- Spare Tire
- Seat Inserts - Phoenix

**MODULAR BODY / SECTION 2.0**
- All Aluminum Modular Body - Base 12' (MB/BA)
- Aluminium Thresholds Exterior Compartments
- Body To Chassis Mounting
- Fenderette - Aluminum
- Flooring - Coosa Composite Sub Flooring ILO Wood
- Insulation Pkg - Poly Fiber
- Scorpion Finish - All Compartments
- Splash Fill Guard: Polished Aluminum
- Window Curb Side Door - Sliding - Dark Tint - 18"X24" Ea
- Window Rear Door - Fixed - Dark Tint - 14"X24" Ea

**PATIENT COMPARTMENT CABINET & HARDWARE / SECTION 3.0**

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<thead>
<tr>
<th>Cabinets</th>
<th>Cabinet Type:</th>
<th>(12') 3/4 Inch Plywood</th>
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<tbody>
<tr>
<td>Cabinet Over Rear Door</td>
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<tr>
<td>Cabinet Over Squad Bench</td>
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<tr>
<td>Countertops: (2) Solid Surface Staron</td>
<td>Select Color:</td>
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<tr>
<td>Assist Handicap Entry Door Handles &quot;V&quot; Style</td>
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<tr>
<td>Attendant Seat - Child Safety with Swivel Base - Wise</td>
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<tr>
<td>Option - Cot Fastener System - Performance Load W Inductive Charger &amp; Floor Plate - Stryker</td>
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<tr>
<td>Cot Fastener System Position - Center</td>
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<tr>
<td>Emergency Release Latch's on Entry Doors</td>
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<tr>
<td>Fire Extinguisher #5</td>
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<tr>
<td>Flooring: Lonplate II - Gray- Rolled 3&quot;</td>
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<tr>
<td>Formica</td>
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<td>Select Color:</td>
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<tr>
<td>Glove Box Over Curbside Entry Door</td>
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<tr>
<td>Grab Rail (1) - Ceiling 72&quot; Stainless Steel (1 Above Squad Bench)</td>
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<tr>
<td>Safety Grb Handle on Entry Doors</td>
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<tr>
<td>Safety Netting - Head Of Squad Bench</td>
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<tr>
<td>Upholstery - Vacuum Formed</td>
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**MEDICAL - OXYGEN EQUIPMENT - SECTION 4.0 & 5.0**

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<tr>
<th>Item</th>
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<tr>
<td>O2 Wrench Mounted</td>
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<tr>
<td>Oxygen Bracket - Zico M Cylinder</td>
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<tr>
<td>Oxygen Outlets - Standard Is 3</td>
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<tr>
<td>Rico Suction / Suction Aspirator</td>
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<td>Vacuum Outlet - Standard Is 1</td>
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**ENVIRONMENTAL SYSTEMS / SECTION 6.0**

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<tr>
<td>AC/Heat - Hoseline Ducted System 12VDC W B.M.C.</td>
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<td>Exhaust Fan/ Vent</td>
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**ELECTRICAL / SECTION 7.0**

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<td>Back Up Alarm</td>
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<td>OEM BACKUP CAMERA</td>
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<td>Clock: Inteltec Digital</td>
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<tr>
<td>Console, Front - Scorpion Coated Gray</td>
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<tr>
<td>Electrical System - 12V Rctrronics</td>
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<tr>
<td>Inverter Pre Wire - Does Not Include Inverter</td>
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<tr>
<td><strong>Option - Inverter - Vanner 1050</strong></td>
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<tr>
<td><strong>Pre-Wire 12V Radio (2)</strong></td>
<td></td>
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<tr>
<td><strong>Option - Power Locks - All Compartments, Hidden Stealth Switch And Entry Doors</strong></td>
<td></td>
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<tr>
<td>Shoreline: 20 Amp Auto Eject</td>
<td></td>
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<tr>
<td>Siren - Whelen 295SLSA1</td>
<td></td>
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<tr>
<td>No Secondary Siren</td>
<td></td>
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<tr>
<td>Description</td>
<td>Qty Needed</td>
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<td>----------------------------------------------------------------------------</td>
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<tr>
<td>Siren Speakers, Recessed Front Bumper Cast</td>
<td></td>
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<tr>
<td>Timer</td>
<td></td>
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<tr>
<td>110V GFI Duplex Outlets Lighted - Standard Is 3</td>
<td>4</td>
</tr>
<tr>
<td>USB Outlets - Standard Is 2</td>
<td>2</td>
</tr>
<tr>
<td>Wire Engine Block Heater - Shorline Supplied &amp; Switched</td>
<td></td>
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<tr>
<td><strong>LIGHTING (EMERGENCY) / SECTION 8.0</strong></td>
<td></td>
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<tr>
<td>OS Lights - Entry Doors</td>
<td></td>
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<tr>
<td>Whelen ION LED W/Bezels - Grille</td>
<td>2</td>
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<tr>
<td>Whelen ION LED W/Flanges - Front Intersection - R</td>
<td>2</td>
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<tr>
<td>Whelen M9 LED W/Flanges - Front</td>
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<tr>
<td>Whelen M9 LED W/Flanges - Rear - R/A/R</td>
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<tr>
<td>Whelen M9 LED W/Flanges - Rear Window Level - R</td>
<td>2</td>
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<tr>
<td>Whelen M9 LED W/Flanges - Side - R</td>
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<td><strong>LIGHTING (NON-EMERGENCY) / SECTION 8.0</strong></td>
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<tr>
<td>Action Area - Standard Is 2</td>
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<tr>
<td>Compartment Light - Single Six (6) Led Strip Light</td>
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<tr>
<td>Dome Lights - Whelen LED</td>
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<tr>
<td>Marker Lights - LED</td>
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<tr>
<td>Scene Lights: (6) Whelen M9 LED W/Flanges</td>
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<tr>
<td>Spotlight: Handheld</td>
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<tr>
<td>Stepwell Light LED</td>
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<tr>
<td>S-T-T Lights - Whelen M6 / Arrow Turn / Led Reverse / Docking Lights</td>
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<td>Tag Light - LED</td>
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<tr>
<td><strong>DECALS - GRAPHICS - LETTERING / SECTION 9.0</strong></td>
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<tr>
<td>Module Paint Color: White Or Single Color Of Customer's Preference</td>
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<tr>
<td>Lettering &amp; Graphics</td>
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<tr>
<td>SOL Decals</td>
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<tr>
<td>All Modular Door Panels - Chevrons</td>
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<td><strong>ADJUSTMENTS TO STANDARD:</strong></td>
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<tr>
<td>(10) DOME LIGHTS IN REAR PATIENT COMPARTMENT</td>
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<tr>
<td>NO CPR SEAT</td>
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<tr>
<td>(3) KEY FOBS</td>
<td></td>
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<tr>
<td>WIRING FOR RADIOS</td>
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<tr>
<td>GPS ON CHASSIS</td>
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</table>
### ADD ON'S:

- Additional Lettering & Graphics Cost - (TO MATCH EXISTING FLEET)
- DROP SKIRT AT SIDE ENTRY DOOR
- PHYSIO 12/15 MONITOR MOUNT
- (2) PORTABLE O2 BRACKETS
- HEPA FILTER ON AC INTAKE
- RANCH HAND GRILLE GUARD

### CHANGE ORDER:
SUPPLEMENTAL ELECTRICAL LIMITED WARRANTY

ELECTRICAL LIMITED WARRANTY:
Custom Truck & Body Works, Inc. (Custom Works) warrants to the original purchaser ("Owner") only that the following items of the ambulance/rescue electrical system of the vehicle shall be free from substantial defects in materials and workmanship attributable to Custom Works ("Warranty") that materially impair the value of the motor vehicle under normal use, maintenance and service for a period of seven (7) years from the original delivery date or sixty thousand (60,000) miles, whichever comes first for the electrical harness, harness installation and related components. All other components are excluded from the coverage of this limited electrical warranty.

WARRANTY REMEDY:
Owner's sole and exclusive remedy under this warranty shall be repair or replacement (at Custom Work's sole option) the defective component by an authorized Custom Work's warranty facility. Owner shall bear all expenses arising out or relating to transportation of the product to the appropriate warranty service location designated by Custom Works. If Custom Works or its authorized service facility fails to repair or replace any defective component within a reasonable time, then Custom Works shall be liable for the lesser of (i) the reasonable cost of repair or replacement by a third party or (ii) that part of the purchase price of the component that shall have been paid by the Owner to Custom Works, but the Owner shall not obtain repair or replacement by a third party without giving Custom Works at least 15 days prior written notice during which time Custom Works (or its authorized service facility) may repair or replace the defective product.

WARRANTY REGISTRATION:
The Owner shall submit or cause the motor vehicle dealer to submit a "Custom Works Warranty Registration Form" with 60 calendar days of the original delivery date. This warranty is not valid if the Custom Works Warranty Registration Form is not sent to Custom Works within 60 days after the date of purchase/delivery to the Owner.

EXCLUSIONS:
The warranty does not cover
- Non-electrical components.
- Chassis electrical system and related components installed by the chassis manufacturer.
- Materials or parts not manufactured by Custom Works, including but not limited to batteries, battery chargers, inverters, lightbars, sirens and similar equipment, tires, tire balancing, wheel alignment, light bulbs, generators, air conditioner(s), radios and power converters. The manufacturers of these products may provide warranties covering performance of their particular products.
- Normal wear and tear.
- Damage caused by overloading, abuse, accident, neglect or misuse.
- Components added or modified by third parties.
- Replacement of routine maintenance items.
- Damage caused by, but not limited to, collision, fire, theft or acts of God.
- Items not specifically designed as covered items.
- The expense of transporting the product to and from an authorized service center for service and all expenses arising from or related to such transportation.
- Incidental expenses such as but not limited to loss of use, inconvenience, loss of time, vehicle rental, lodging or travel costs, etc.

WARRANTY TERMINATION
This warranty shall be void and Custom Works shall be relieved from any and all obligations hereunder if:
- Owner misuses or neglects the motor vehicle or the components fail to provide reasonable and necessary maintenance, perform or has performed unauthorized alterations of the components.
- The motor vehicle is sold or any of the components are removed.
- The vehicle is remounted, unless the remount is performed by Custom Works.
- Owner fails to comply with the warranty registration requirements described above.

CUSTOM WORKS RIGHTS
Custom Works reserves the unrestricted right to alter or replace the components and/or design of its products from time to time with notice. These changes will be made with no obligation to make corresponding changes to products previously manufactured.

CLAIM PROCEDURES
All warranty service shall be performed at Custom Works factory or at an authorized service facility. Custom Works must authorize all warranty service in writing prior to performance. Written authorization instructing the Owner as to who and when to deliver the product for warranty service will be given with four (4) working days of receipt of notification of defect made in writing to Custom Works within 30 days of discovery of the defect and must be submitted before the warranty expires. Notice shall contain the following information:
- Owner's name and complete address.
- Owner's contact information during regular business hours.
- Vehicle identification number (VIN).
- Unit model and Product Number.
- Date of purchase and delivery.
- Brief description of the problem and current odometer reading.
- Photographs are needed if the claim concerns any paint or body damage.

DISCLAIMER LIMITATIONS
THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. NOTE: APPLIES ONLY TO THE GENERAL ONE YEAR LIMITED WARRANTY AND NOT ANY OTHER OR EXTENDED WARRANTY OR WARRANTIES MADE BY CUSTOM WORKS. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES ARISING FROM ANY DEFECT, DELAY, NON-DELIVERY, RECALL, OR OTHER VIOLATION BY CUSTOM WORKS INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC INJURY. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE IN TORT FOR ANY NEGLIGENCE DESIGN OR MANUFACTURE OR ANY PRODUCTS OR FOR THE OMISSION OF ANY WARNING WITH RESPECT THERETO.

ADDITIONAL TERMS
This warranty provides Owner with specific rights and Owner may also have additional rights that vary from state to state. No other party may modify or expand the warranty provided herein. In the event of any limitations or make any different or additional warranties with respect to the products. Any statements to the contrary are hereby rendered null and void unless made in writing signed by an authorized official of Custom Works.

CUSTOM TRUCK & BODY WORKS, INC.
13787 WHITE HOUSE ROAD
WOODBURY, GA 30293
888-258-9695
SUPPLEMENTAL TWENTY YEAR STRUCTURAL LIMITED WARRANTY

STRUCTURAL BODY LIMITED WARRANTY:
Custom Truck & Body Works, Inc. (Custom Works) warrants to the original purchaser ("Owner") only that each new aluminum body is structurally sound and free of all defects of both material and workmanship and further warrants that it will maintain such structural integrity and remain free of damage due to rusting for twenty (20) years from the original delivery date.

WARRANTY REMEDY:
Owner's sole and exclusive remedy under this warranty shall be repair or replacement (at Custom Works's sole option) the defective component by an authorized Custom Work's warranty facility. Owner shall bear all expenses arising out of or relating to transportation of the product to the appropriate warranty service location designated by Custom Works. If Custom Works or its authorized service facility fails to repair or replace any defective component within a reasonable time, then Custom Works shall be liable for the lesser of (i) the reasonable cost of repair or replacement by a third party or (ii) that part of the purchase price of the component that shall have been paid by the Owner to Custom Works, but the Owner shall not obtain repair or replacement by a third party without giving Custom Works at least 15 days prior written notice during which time Custom Works (or its authorized service facility) may repair or replace the defective product.

WARRANTY REGISTRATION:
The Owner shall submit or cause the motor vehicle dealer to submit a "Custom Works Warranty Registration" form with 60 calendar days of the original delivery date. This warranty is not valid if the Custom Works Warranty Registration Form is not sent to Custom Works within 60 days after the date of purchase/delivery to the Owner.

EXCLUSIONS:
The warranty does not cover:
- Materials or parts not manufactured by Custom Works, including but not limited to sealant, fasteners or other attachments and accessories.
- Normal wear and tear.
- Damage caused by improper loading, overloading, abuse, neglect or misuse.
- Components added or modified by third parties.
- Damage caused by, but not limited to, collision, fire, theft, vandalism or acts of God.
- Items not specifically designed as covered items.
- The expense of transporting the product to and from an authorized service center for service and all expenses arising from or related to such transportation.
- Incidental expenses such as but not limited to loss of use, inconvenience, loss of time, vehicle rental, lodging or travel costs, etc.

WARRANTY TERMINATION
This warranty shall be void and Custom Works shall be relieved from any and all obligations hereunder if:
- Owner's sole and other than the Owner, any authorized person or facility designated by Custom Works.
- Owner fails to comply with the warranty registration requirements described above.

CUSTOM WORKS RIGHTS
Custom Works reserves the unrestricted right to alter or replace the components and/or design of its products from time to time with notice. These changes will be made with no obligation to make corresponding changes to products previously manufactured.

CLAIM PROCEDURES
All warranty service shall be performed at Custom Works factory or at an authorized service facility. Custom Works must authorize all warranty service in writing prior to performance. Written authorization instructing the Owner as to where and when to deliver the product for warranty service will be given within four (4) working days of receipt of notification of defect made in writing to Custom Works within 30 days of discovery of the defect and must be submitted before the warranty expires. Notice shall contain the following information:
- Owner's name and complete address.
- Owner's contact information during regular business hours.
- Vehicle Identification Number (VIN).
- Unit model and Product Number.
- Date of purchase and delivery.
- Brief description of the problem and current odometer reading.
- Photographs are needed if the claim concerns any paint or body damage.

DISCLAIMER LIMITATIONS
THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. NOTE: APPLIES ONLY TO THE GENERAL ONE YEAR LIMITED WARRANTY AND NOT ANY OTHER OR EXTENDED WARRANTY OR WARRANTIES MADE BY CUSTOM WORKS. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES ARISING FROM ANY DEFECT, DELAY, NON-DELIVERY, RECALL, OR OTHER BREACH BY CUSTOM WORKS INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC INJURY. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE IN TORT FOR ANY NEGLIGENT DESIGN OR MANUFACTURE OR ANY PRODUCTS OR FOR THE OMISSION OF ANY WARNING WITH RESPECT THERETO.

ADDITIONAL TERMS
This warranty provides Owner with specific rights and Owner may also have additional rights that vary from state to state. No other party may modify or expand the warranty provided herein, waive any of its limitations or make any different or additional warranties with respect to the products. Any statements to the contrary are hereby rendered null and void unless made in writing signed by an authorized officer of Custom Works.

CUSTOM TRUCK & BODY WORKS, INC.
13787 WHITE HOUSE ROAD
WOODBURY, GA 30293
888-258-9695
SUPPLEMENTAL CONVERSION LIMITED WARRANTY

CONVERSION LIMITED WARRANTY:
Custom Truck & Body Works, Inc. (Custom Works) warrants to the original purchaser ("Owner") only that the conversion components of the vehicle shall be free from substantial defects in materials and workmanship attributable to Custom Works ("Warranty") that materially impair the value of the vehicle which arise under normal use, maintenance and service for a period of four (4) years from the original delivery date or forty-eight thousand (48,000) miles, whichever comes first.

WARRANTY REMEDY:
Owner’s sole and exclusive remedy under this warranty shall be repair or replacement (at Custom Work’s sole option) the defective component by an authorized Custom Work’s warranty facility. Owner shall bear all expenses arising out of or relating to transportation of the product to the appropriate warranty service location designated by Custom Works. If Custom Works or its authorized service facility fails to repair or replace any defective component within a reasonable time, then Custom Works shall be liable for the lesser of (i) the reasonable cost of repair or replacement by a third party or (ii) that part of the purchase price of the component that shall have been paid by the Owner to Custom Works, but the Owner shall not obtain repair or replacement by a third party without giving Custom Works at least 15 days prior written notice during which time Custom Works or its authorized service facility may repair or replace the defective product.

WARRANTY REGISTRATION:
The Owner shall submit or cause the motor vehicle dealer to submit a “Custom Works Warranty Registration” form with 60 calendar days of the original delivery date. This warranty is not valid if the Custom Works Warranty Registration Form is not sent to Custom Works within 60 days after the date of purchase/delivery to the Owner.

EXCLUSIONS:
The warranty does not cover

- Damage to the solid trim and detail items due to normal use, wear and tear or exposure to the elements
- Accessories or parts not manufactured by Custom Works, which include but not limited to the chassis and its component parts, tires, tire balancing, wheel alignment, inverters, axles, light bulbs, linkage, battery chargers, generators, radios, power converters and batteries. The manufacturers of these products may provide warranty covering the performance of their particular products.
- Normal wear and tear.
- Damage caused by overloading, abuse, accident, neglect or misuse.
- Components added or modified by third parties.
- Replacement of routine maintenance items.
- Damage caused by, but not limited to, collision, fire, theft or acts of God.
- Items not specifically designed as covered items.
- The expense of transporting the product to and from an authorized service center for service and all expenses arising from or related to such transportation.
- Incidental expenses such as but not limited to loss of use, inconvenience, loss of time, vehicle rental, lodging or travel costs, etc.

WARRANTY TERMINATION
This warranty shall be void and Custom Works shall be relieved from any and all obligations hereunder if:

- Owner misuses or neglects the motor vehicle or the components fail to provide reasonable and necessary maintenance, perform or has performed unauthorized alterations of the components.
- The motor vehicle is sold or any of the components are removed.
- Owner fails to comply with the warranty registration requirements described above.

CUSTOM WORKS RIGHTS
Custom Works reserves the unrestricted right to alter or replace the components and/or design of its products from time to time with notice. These changes will be made with no obligation to make corresponding changes to products previously manufactured.

CLAIM PROCEDURES
All warranty service shall be performed at Custom Works factory or at an authorized service facility. Custom Works must authorize all warranty service in writing prior to performance. Written authorization instructing the Owner as to who and when to deliver the product for warranty service will be given with four (4) working days of receipt of notification of defect made in writing to Custom Works within 30 days of discovery of the defect and must be submitted before the warranty expires. Notice shall contain the following information:

- Owner’s name and complete address.
- Owner’s contact information during regular business hours.
- Vehicle Identification Number (VIN).
- Unit model and Product Number.
- Date of purchase and delivery.
- Brief description of the problem and current odometer reading.
- Photographs are needed if the claim concerns any paint or body damage.

DISCLAIMER LIMITATIONS
THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. NOTE: APPLIES ONLY TO THE GENERAL ONE YEAR LIMITED WARRANTY AND NOT ANY OTHER OR EXTENDED WARRANTY OR WARRANTIES MADE BY CUSTOM WORKS. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES ARISING FROM ANY DEFECT DELAY, NON-DELIVERY, RECALL, OR OTHER BREACH BY CUSTOM WORKS INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC INJURY. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE IN TORT FOR ANY NEGLIGENCE DESIGN OR MANUFACTURE OR ANY PRODUCTS OR FOR THE OMission OF ANY WARNING WITH RESPECT THERETO.

ADDITIONAL TERMS
This warranty provides Owner with specific rights and Owner may also have additional rights that vary from state to state. No other party may modify or expand the warranty provided herein, waive any of its limitations or make any different or additional warranties with respect to the products. Any statements to the contrary are hereby rendered null and void unless made in writing signed by an authorized officer of Custom Works.

CUSTOM TRUCK & BODY WORKS, INC.
13787 WHITE HOUSE ROAD
WOODBURY, GA 30293
888-258-9695

Page 19 of 21
SUPPLEMENTAL PAINT LIMITED WARRANTY

PAINT LIMITED WARRANTY:
Custom Truck & Body Works, Inc. (Custom Works) warrants to the original purchaser (“Owner”) only that the paint applied by Custom Works to the exterior surface of the ambulance/rescue body shall be free from defects in materials and workmanship that materially impair the value of the motor vehicle under normal use, maintenance and service for a period of seven (7) years from the original delivery date or one hundred thousand (100,000) miles, whichever comes first. The warranty provides coverage for peeling or deteriorating of the top coat and/or other layers of paint, cracking or checking, and loss of gloss caused by cracking, checking or hazing. All other items are excluded from coverage by this supplemental paint warranty. The warranty is pro-rated as follows: 0 – 24 months – 100%; 25 – 36 months – 75%; 37 – 48 months – 50%; 49 – 84 months – 25%

WARRANTY REMEDY:
Owner's sole and exclusive remedy under this warranty shall be repainting of any areas upon which the paint was defective by an authorized Custom Works warranty facility. Owner shall bear all expenses arising out of or relating to transporting the product to the Custom Works facility. If Custom Works fails to repaint the defective portion within a reasonable time, then Custom Works shall be liable to the Owner for the reasonable costs of repainting by a third party without giving Custom Works at least 15 days prior written notice, during which time Custom Works may repaint the defective paint.

WARRANTY REGISTRATION:
The Owner shall submit or cause the motor vehicle dealer to submit a “Custom Works Warranty Registration” form with 60 calendar days of the original delivery date. This warranty is not valid if the Custom Works Warranty Registration Form is not sent to Custom Works within 60 days after the date of purchase/delivery to the Owner.

EXCLUSIONS:
The warranty does not cover
• Paint deterioration caused by blisters or other film degradation due to corrosion originating from the substrate.
• Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing, aggressive mechanical washing systems.
• Paint deterioration caused by abuse, accident, acid rain, chemical fall out or act of nature.
• Accidents, scratches, chips, bruises and/or gloss reduction due to normal use and maintenance.
• Custom finishes, exotic finishes or any finish other than standard finish procedures.
• Repairs done on previously refurbished areas, unless stripped to bare metal or appropriate substrate.
• Normal wear and tear, abuse, accident, neglect, misuse and/or altered/modified units.
• Claims made without following procedures or without proper authorization.
• Items not specifically designed as covered items.
• The expense of transporting the product to and from an authorized service center for service and all expenses arising from or related to such transportation.
• Incident expenses such as but not limited to loss of use, inconvenience, loss of time, vehicle rental, lodging or travel costs, etc.
• Failure of finishes containing less than 100% PPG approved products.
• Failure of finishes performed by non PPG Certified Refinish Technician.
All PPG certifications must be current to be acceptable herunder.

WARRANTY TERMINATION
This warranty shall be void and Custom Works shall be relieved from any and all obligations hereunder if:
• Owner misuses or neglects the motor vehicle or the components fail to provide reasonable and necessary maintenance, perform or has performed unauthorized alterations of the components.
• The motor vehicle is sold or any of the components are removed.
• The vehicle is remounted, unless the remount is performed by Custom Works.
• Owner fails to comply with the warranty registration requirements described above.

CUSTOM WORKS RIGHTS
Custom Works reserves the unrestricted right to alter or replace the components and/or design of its products from time to time with notice. These changes will be made with no obligation to make corresponding changes to products previously manufactured.

CLAIM PROCEDURES
All warranty service shall be performed at Custom Works factory or at an authorized service facility. Custom Works must authorize all warranty service in writing prior to performance. Written authorization instructing the Owner as to where and when to deliver the product for warranty service will be given within four (4) working days of receipt of notification of defect made in writing to Custom Works within 30 days of discovery of the defect and must be submitted before the warranty expires. Notice shall contain the following information:
• Owner’s name and complete address.
• Owner’s contact information during regular business hours.
• Vehicle Identification Number (VIN).
• Unit model and Product Number.
• Date of purchase and delivery.
• Brief description of the problem and current odometer reading.
• Photographs are needed if the claim concerns any paint or body damage.

DISCLAIMER LIMITATIONS
This warranty is in lieu of all other warranties expressed or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. NOTE: APPLIES ONLY TO THE GENERAL ONE YEAR LIMITED WARRANTY AND NOT ANY OTHER OR EXTENDED WARRANTY OR WARRANTIES MADE BY CUSTOM WORKS. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE DAMAGES ARISING FROM ANY DEFECT, DELAY, NON-DELIVERY, RECALL, OR OTHER BREACH BY CUSTOM WORKS INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC INJURY. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE IN TORT FOR ANY NEGLECTIVE DESIGN OR MANUFACTURE OR ANY PRODUCTS OR FOR THE OMISION OF ANY WARNING WITH RESPECT THERETO.

ADDITIONAL TERMS
This warranty provides Owner with specific rights and Owner may also have additional rights that vary from state to state. No other party may modify or expand the warranty provided herein. waive any of its limitations or make any different or additional warranties with respect to the products. Any statements to the contrary are hereby rendered null and void unless made in writing signed by an authorized officer of Custom Works

CUSTOM TRUCK & BODY WORKS, INC.
13787 WHITE HOUSE ROAD
WOODBURY, GA 30293
888-258-9695
# PURCHASE ORDER

Effingham County Board of Commissioners

601 N LAUREL STREET  
SPRINGFIELD, GA 31329  
Phone: 912-754-2159  
Fax: 912-754-8413

**DATE:** 11/4/2020

**P.O. #:** RFP 21-19-001

## VENDOR

Custom Truck and Body Works, Inc.  
PO Box 718  
13787 White House Road  
Woodbury, GA 30293  
ATTN : Jimmy Gill  
706-977-7095 (cell) / 706-553-9178 (office)

## SHIP TO

Effingham County Board of Commissioners  
601 N. Laurel Street  
Springfield, GA 31329  
ATTN : Alison Bruton  
912-754-2159

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tbody>
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<td>Furnish one (1) new ambulance per the attached proposal</td>
<td>1</td>
<td>$166,522.00</td>
<td>$166,522.00</td>
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**SHIPPING TERMS**

**SUBTOTAL** $166,522.00

**TAX RATE** $ -

**TAX** $ -

**S & H** $ -

**OTHER** $ -

**TOTAL** $166,522.00

---

OTHER COMMENTS OR SPECIAL INSTRUCTIONS

ECBOC is a tax exempt entity. Tax ID# is 58-6000821.

Custom Truck and Body Works, Inc. agrees to furnish one (1) new ambulance mounted on a new 2021 Type 1 Ford F-450 chassis as described in the County's RFP 21-19-001 and related addendums. The County references the terms, conditions and specifications contained in the County's RFP No. 21-19-001 and related addendums as superseding any and all other contracts, Purchase Orders or Agreements.

---

CUSTOM TRUCK & BODY WORKS - SIGNATURE  
Jimmy Gill  
CUSTOM TRUCK & BODY WORKS - PRINT NAME

Sales Manager  
1/11/2021  
DATE

AUTHORIZED BY - SIGNATURE

WESLEY CORBITT

AUTHORIZED BY - PRINT NAME

CHAIRMAN  
AUTHORIZED BY - TITLE

1/17/2020  
AUTHORIZED DATE
Staff Report

Subject: Purchase of New Ambulance for EMS
Author: Alison Bruton, Purchasing Agent
Department: EMS
Meeting Date: February 16, 2021
Item Description: Approval of PO 21-19-001-2 for Purchase of New Ambulance for EMS

Summary Recommendation: Staff recommends approval of PO 21-19-001-2 with Custom Truck & Body Works for the purchase of a new Ambulance for EMS

Executive Summary/Background:
- In October 2020, Effingham County received four sealed proposals for the purchase of a new Ambulance and in November of 2020, a PO was issued for the purchase of a new ambulance from Custom Truck and Body Works for a total of $166,522.00. A few items were missing from the original bid, thus not included in the original quote. Those items increase the original bid price by $1,100 to $167,622.00
- Based on the needs of EMS, the purchase of a second ambulance has been requested. A budget amendment was approved in December to allocate funding.
- Custom Truck & Body Works has stated they will honor their quote for the purchase of the second ambulance.

Alternatives for Commission to Consider
1. Approval of PO 21-19-001-2 with Custom Truck & Body Works for the purchase of a new Ambulance in the amount of $167,622.00
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: EMS, Finance, Purchasing
Funding Source: EMS Budget
Attachments:
1. PO# 21-19-001-2
2. Custom Truck & Body Works Proposal
### PURCHASE ORDER

**Effingham County Board of Commissioners**

601 N LAUREL STREET  
SPRINGFIELD, GA 31329  
Phone: 912-754-2159  
Fax: 912-754-8413

**DATE:** 2/16/2021  
**P.O. #:** 21-19-001-2

**VENDOR**  
Custom Truck and Body Works, Inc.  
PO Box 718  
13787 White House Road  
Woodbury, GA 30293  
ATTN : Jimmy Gill  
706-977-7095 (cell) / 706-553-9178 (office)

**SHIP TO**  
Effingham County Board of Commissioners  
601 N.Laurel Street  
Springfield, GA 31329  
ATTN : Alison Bruton  
912-754-2159

### REQUISITIONER  
ECBOC

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Furnish one (1) new ambulance per the attached proposal</td>
<td>1</td>
<td>$167,622.00</td>
<td>$167,622.00</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL** $167,622.00

**TAX RATE** $-

**TAX** $-

**S & H** $-

**OTHER** $-

**TOTAL** $167,622.00

**OTHER COMMENTS OR SPECIAL INSTRUCTIONS**  
ECBOC is a tax exempt entity. Tax ID# is 58-6000821

---

Custom Truck and Body Works, Inc. agrees to furnish one (1) new ambulance mounted on a new 2021 Type 1 Ford F-450 chassis as described in the County’s RFP 21-19-001 and related addendums. The County references the terms, conditions and specifications contained in the County’s RFP No. 21-19-001 and related addendums as superseding any and all other contracts, Purchase Orders or Agreements.

---

**CUSTOM TRUCK & BODY WORKS - SIGNATURE**  
**TITLE**

**CUSTOM TRUCK & BODY WORKS - PRINT NAME**  
**DATE**

**AUTHORIZED BY - SIGNATURE**  
**CHAIRMAN**  
**AUTHORIZED BY - TITLE**

**WESLEY CORBITT**  
**AUTHORIZED BY - PRINT NAME**  
**AUTHORIZED DATE**

---
# A/D/C | Description | Approve | Not Approve | Credit | Cost |
--- | --- | --- | --- | --- | --- |
1 | A | 110V AUX. HEATER | | | 475.00 |
2 | A | UPGRADE TO 30 AMP SHORELINE | | | 125.00 |
3 | C | KEEP CPR SEAT LAYOUT | | | 0.00 |
4 | A | M7 REAR INTERSECTION LIGHTS | | | 300.00 |
5 | A | LED LIGHTBAR ON BRUSH GUARD | | | 200.00 |
6 | C | NO ELECTRIC O2 BYPASS | | | 0.00 |
7 | C | NO VOLT/AMP METER | | | 0.00 |

**Total to Invoice:** $1,100.00 each unit

**Prices are valid for 10 days.**

Does Change Order Impact Delivery? No
Change Order Must be Returned By: WANDA MCDUFFIE/BOB SUMMERS

CHANGE ORDER FORM

APPROVAL:

<table>
<thead>
<tr>
<th>Customer Signature:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dealer Signature:</td>
<td>Date:</td>
</tr>
<tr>
<td>Manufacturer Signature:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
EFFINGHAM COUNTY, GA

<table>
<thead>
<tr>
<th>VEHICLE &amp; CHASSIS TYPE:</th>
<th>TYPE I 12' - FORD - F450 - 4x2 - DIESEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE PRICED OUT</td>
<td>10/19/2020</td>
</tr>
<tr>
<td>VEHICLE TOTAL (INCLUDING BOND IF APPLICABLE)</td>
<td>$166,522</td>
</tr>
</tbody>
</table>

**OPTIONAL LINE ITEMS QUOTED (NOT INCLUDED IN TOTAL)**

<table>
<thead>
<tr>
<th>STANDARD BASE UPFIT CONVERSION w OPTION CHOICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHASSIS ADD-ON / SECTION 1.0</td>
</tr>
<tr>
<td>Option - Suspension System - Liquid Springs</td>
</tr>
<tr>
<td>Mud Flaps - DRW - No Logo</td>
</tr>
<tr>
<td>Running Boards - 2 Door</td>
</tr>
<tr>
<td>Spare Tire</td>
</tr>
<tr>
<td>Fuel Inserts - Phoenix</td>
</tr>
</tbody>
</table>

| MODULAR BODY / SECTION 2.0                      |
| All Aluminum Modular Body - Base 12' (MB/BA)     |
| Aluminium Thresholds Exterior Compartments      |
| Body To Chassis Mounting                         |
| Fenderette - Aluminum                            |
| Flooring - Coosa Composite Sub Flooring ILO Wood|
| Insulation Pkg - Poly Fiber                      |
| Scorpion Finish - All Compartments              |
| Splash Fill Guard: Polished Aluminum             |
| Window Curb Side Door - Sliding - Dark Tint - 18"X24" Ea |
| Window Rear Door - Fixed - Dark Tint - 14"X24" Ea |

<table>
<thead>
<tr>
<th>PATIENT COMPARTMENT CABINET &amp; HARDWARE / SECTION 3.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cabinets</td>
</tr>
<tr>
<td>Cabinet Type: (12') 3/4 Inch Plywood</td>
</tr>
<tr>
<td>Cabinet Over Rear Door</td>
</tr>
<tr>
<td>Cabinet Over Squad Bench</td>
</tr>
<tr>
<td>Countertops: (2) Solid Surface Staron</td>
</tr>
<tr>
<td>Select Color:</td>
</tr>
<tr>
<td>Assist Handicap Entry Door Handles &quot;V&quot; Style</td>
</tr>
<tr>
<td>Attendant Seat - Child Safety with Swivel Base - Wise</td>
</tr>
</tbody>
</table>
### MEDICAL - OXYGEN EQUIPMENT - SECTION 4.0 & 5.0

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>IV Hangers Recessed - Standard Is 2</td>
<td>2</td>
</tr>
<tr>
<td>O2 Wrench Mounted</td>
<td></td>
</tr>
<tr>
<td>Oxygen Bracket - Zico M Cylinder</td>
<td></td>
</tr>
<tr>
<td>Oxygen Outlets - Standard Is 3</td>
<td>3</td>
</tr>
<tr>
<td>Rico Suction / Suction Aspirator</td>
<td></td>
</tr>
<tr>
<td>Vacuum Outlet - Standard Is 1</td>
<td>1</td>
</tr>
<tr>
<td>Vacuum Pump</td>
<td></td>
</tr>
</tbody>
</table>

### ENVIROMENTAL SYSTEMS / SECTION 6.0

<table>
<thead>
<tr>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC/Heat - Hoseline Ducted System 12VDC W B.M.C.</td>
</tr>
<tr>
<td>Exhaust Fan/ Vent</td>
</tr>
</tbody>
</table>

### ELECTRICAL / SECTION 7.0

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antenna Coax - Standard Is 2</td>
<td>2</td>
</tr>
<tr>
<td>Additional Batteries</td>
<td>0</td>
</tr>
<tr>
<td>Back Up Alarm</td>
<td></td>
</tr>
<tr>
<td>OEM BACKUP CAMERA</td>
<td></td>
</tr>
<tr>
<td>Clock: Intellitec Digital</td>
<td></td>
</tr>
<tr>
<td>Console, Front - Scorpion Coated Gray</td>
<td></td>
</tr>
<tr>
<td>Electrical System - 12V Rctronics</td>
<td></td>
</tr>
<tr>
<td>Inverter Pre Wire - Does Not Include Inverter</td>
<td></td>
</tr>
<tr>
<td><strong>Option - Inverter - Vanner 1050</strong></td>
<td></td>
</tr>
<tr>
<td>Pre-Wire 12V Radio (2)</td>
<td></td>
</tr>
<tr>
<td><strong>Option - Power Locks - All Compartments, Hidden Stealth Switch And Entry Doors</strong></td>
<td></td>
</tr>
<tr>
<td>Shoreline: 20 Amp Auto Eject</td>
<td></td>
</tr>
<tr>
<td>Siren - Whelen 295LSA1</td>
<td></td>
</tr>
<tr>
<td>No Secondary Siren</td>
<td></td>
</tr>
</tbody>
</table>
**Siren Speakers, Recessed Front Bumper Cast**

**Timer**
- **120V Outlets - Standard Is 3**
  - Qty Needed: 3
- **110V GFI Duplex Outlets Lighted - Standard Is 3**
  - Qty Needed: 4
- **USB Outlets - Standard Is 2**
  - Qty Needed: 2
- **Wire Engine Block Heater - Shorline Supplied & Switched**

**LIGHTING (EMERGENCY) / SECTION 8.0**

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whelen ION LED W/Bezels - Grille</td>
<td>2</td>
</tr>
<tr>
<td>Whelen ION LED W/Flanges - Front Intersection - R</td>
<td>2</td>
</tr>
<tr>
<td>Whelen M9 LED W/Flanges - Front</td>
<td>7</td>
</tr>
<tr>
<td>Whelen M9 LED W/Flanges - Rear - R/A/R</td>
<td>3</td>
</tr>
<tr>
<td>Whelen M9 LED W/Flanges - Rear Window Level - R</td>
<td>2</td>
</tr>
<tr>
<td>Whelen M9 LED W/Flanges - Side - R</td>
<td>4</td>
</tr>
</tbody>
</table>

**LIGHTING (NON-EMERGENCY) / SECTION 8.0**

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Action Area - Standard Is 2</td>
<td>2</td>
</tr>
<tr>
<td>Compartment Light - Single Six (6) Led Strip Light</td>
<td></td>
</tr>
<tr>
<td>Dome Lights - Whelen LED</td>
<td></td>
</tr>
<tr>
<td>Marker Lights - LED</td>
<td></td>
</tr>
<tr>
<td>Scene Lights: (6) Whelen M9 LED W/Flanges</td>
<td></td>
</tr>
<tr>
<td>Spotlight: Handheld</td>
<td></td>
</tr>
<tr>
<td>Stepwell Light LED</td>
<td></td>
</tr>
<tr>
<td>S-T-T Lights - Whelen M6 / Arrow Turn / Led Reverse / Docking Lights</td>
<td></td>
</tr>
<tr>
<td>Tag Light - LED</td>
<td></td>
</tr>
</tbody>
</table>

**DECALS - GRAPHICS - LETTERING / SECTION 9.0**

- Module Paint Color: White Or Single Color Of Customer’s Preference
- Lettering & Graphics
- SOL Decals
- All Modular Door Panels - Chevrons

**ADJUSTMENTS TO STANDARD:**

- **(10) DOME LIGHTS IN REAR PATIENT COMPARTMENT**
- NO CPR SEAT
- **(3) KEY FOBS**
- WIRING FOR RADIOS
- GPS ON CHASSIS
ADD ON'S:
Additional Lettering & Graphics Cost - (TO MATCH EXISTING FLEET)
DROP SKIRT AT SIDE ENTRY DOOR
PHYSIO 12/15 MONITOR MOUNT
(2) PORTABLE O2 BRACKETS
HEPA FILTER ON AC INTAKE
RANCH HAND GRILLE GUARD

CHANGE ORDER:
SUPPLEMENTAL ELECTRICAL LIMITED WARRANTY

ELECTRICAL LIMITED WARRANTY:
Custom Truck & Body Works, Inc. ("Custom Works") warrants to the original purchaser ("Owner") that the following items of the ambulance/rescue electrical system of the vehicle shall be free from substantial defects in materials and workmanship attributable to Custom Works ("Warrantor") that materially impair the value of the motor vehicle under normal use, maintenance and service for a period of seven (7) years from the original delivery date or sixty thousand (60,000) miles, whichever comes first for the electrical harness, harness installation and related components. All other components are excluded from the coverage of this limited electrical warranty.

WARRANTY REMEDY:
Owner’s sole and exclusive remedy under this warranty shall be repair or replacement (at Custom Work’s sole option) the defective component by an authorized Custom Work’s warranty facility. Owner shall bear all expenses arising out of or relating to transportation of the product to the appropriate warranty service location designated by Custom Works. If Custom Works or its authorized service facility fails to repair or replace any defective component within a reasonable time, then Custom Works shall be liable for the lesser of (i) the reasonable cost of repair or replacement by a third party or (ii) that part of the purchase price of the component that shall have been paid by the Owner to Custom Works, but the Owner shall not obtain repair or replacement by a third party without giving Custom Works at least 15 days prior written notice during which time Custom Works (or its authorized service facility) may repair or replace the defective product.

WARRANTY REGISTRATION:
The Owner shall submit or cause the motor vehicle dealer to submit a “Custom Works Warranty Registration” form with 60 calendar days of the original delivery date. This warranty is not valid if the Custom Works Warranty Registration Form is not sent to Custom Works within 60 days after the date of purchase/delivery to the Owner.

EXCLUSIONS:
The warranty does not cover:
- Non-electrical components.
- Chassis electrical system and related components installed by the chassis manufacturer.
- Materials or parts not manufactured by Custom Works, including but not limited to batteries, battery chargers, inverters, lightbars, siren and similar equipment, tires, tire balancing, wheel alignment, light bulbs, generator(s), air conditioner(s), radios and power converters. The manufacturers of these products may provide warranties covering performance of their particular products.
- Normal wear and tear.
- Damage caused by overloading, abuse, accident, neglect or misuse.
- Components added or modified by third parties.
- Replacement of routine maintenance items.
- Damage caused by, but not limited to, collision, fire, theft or acts of God.
- Items not specifically designed as covered items.
- The expense of transporting the product to and from an authorized center for service and all expenses arising from or related to such transportation.
- INCIDENTAL EXPENSES SUCH AS, BUT NOT LIMITED TO, LOSS OF USE, INCONVENIENCE, LOSS OF TIME, VEHICLE RENTAL, LODGING OR TRAVEL COSTS, ETC.

WARRANTY TERMINATION
This warranty shall be void and Custom Works shall be relieved from any and all obligations hereunder if:
- Owner misuses or neglects the motor vehicle or the components fail to provide reasonable and necessary maintenance, perform or has performed unauthorized alterations of the components.
- The motor vehicle is sold or any of the components are removed.
- The vehicle is remounted, unless the remount is performed by Custom Works.
- Owner fails to comply with the warranty registration requirements described above.

CUSTOM WORKS RIGHTS
Custom Works reserves the unrestricted right to alter or replace the components and/or design of its products from time to time with notice. These changes will be made with no obligation to make corresponding changes to products previously manufactured.

CLAIM PROCEDURES
All warranty service shall be performed at Custom Works factory or at an authorized service facility. Custom Works must authorize all warranty service in writing prior to performance. Written authorization instructing the Owner as to where and when to deliver the product for warranty service will be given with four (4) working days of receipt of notification of defect made in writing to Custom Works within 30 days of discovery of the defect and must be submitted before the warranty expires. Notice shall contain the following information:
- Owner’s name and complete address.
- Owner’s contact information during regular business hours.
- Vehicle identification Number (VIN).
- Unit model and Product Number.
- Date of purchase and delivery.
- Brief description of the problem and current odometer reading.
- Photographs are needed if the claim concerns any paint or body damage.

DISCLAIMER LIMITATIONS
THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. NOTE: APPLIES ONLY TO THE GENERAL ONE YEAR LIMITED WARRANTY AND NOT ANY OTHER OR EXTENDED WARRANTY OR WARRANTIES MADE BY CUSTOM WORKS. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE DAMAGES ARISING FROM ANY DEFECT, DELAY, NON-DELIVERY, RECALL, OR OTHER BREACH BY CUSTOM WORKS INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC INJURY. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE IN TORT FOR ANY NEGLIGENCE DESIGN OR MANUFACTURE OR ANY PRODUCTS OR FOR THE OMISSION OF ANY WARNINGS WITH RESPECT THERETO.

ADDITIONAL TERMS
This warranty provides Owner with specific rights and Owner may also have additional rights that vary from state to state. No other party may modify or expand the warranty provided herein, waive any of its limitations or make any different or additional warranties with respect to the products. Any statements to the contrary are hereby rendered null and void unless made in writing signed by an authorized officer of Custom Works

CUSTOM TRUCK & BODY WORKS, INC.
13787 WHITE HOUSE ROAD
WOODBURY, GA 30293
888-258-9695
SUPPLEMENTAL TWENTY YEAR STRUCTURAL LIMITED WARRANTY

STRUCTURAL BODY LIMITED WARRANTY:
Custom Truck & Body Works, Inc. (Custom Works) warrants to the original purchaser ("Owner") only that each new aluminum body is structurally sound and free of all defects of both material and workmanship and further warrants that it will maintain such structural integrity and remain free of damage due to rusting for twenty (20) years from the original delivery date.

WARRANTY REMEDY:
Owner’s sole and exclusive remedy under this warranty shall be repair or replacement (at Custom Work’s sole option) the defective component by an authorized Custom Work’s warranty facility. Owner shall bear all expenses arising out of or relating to transportation of the product to the appropriate warranty service location designated by Custom Works. If Custom Works or its authorized service facility fails to repair or replace any defective component within a reasonable time, then Custom Works shall be liable for the lesser of (i) the reasonable cost of repair or replacement by a third party or (ii) that part of the purchase price of the component that shall have been paid by the Owner to Custom Works, but the Owner shall not obtain repair or replacement by a third party without giving Custom Works at least 15 days prior written notice during which time Custom Works (or its authorized service facility) may repair or replace the defective product.

WARRANTY REGISTRATION:
The Owner shall submit or cause the motor vehicle dealer to submit a "Custom Works Warranty Registration" form with 60 calendar days of the original delivery date. This warranty is not valid if the Custom Works Warranty Registration Form is not sent to Custom Works within 60 days after the date of purchase/delivery to the Owner.

EXCLUSIONS:
The warranty does not cover:
• Materials or parts not manufactured by Custom Works, including but not limited to sealants, fasteners or other attachments and accessories.
• Normal wear and tear.
• Damage caused by improper loading, overloading, abuse, neglect or misuse.
• Components added or modified by third parties.
• Damage caused by, but not limited to, collision, fire, theft, vandalism or acts of God.
• Items not specifically designed as covered items.
• The expense of transporting the product to and from an authorized service center for service and all expenses arising from or related to such transportation.
• Incidental expenses such as but not limited to loss of use, inconvenience, loss of time, vehicle rental, lodging or travel costs, etc.

WARRANTY TERMINATION
This warranty shall be void and Custom Works shall be relieved from any and all obligations hereunder if:
• Owner misuses or neglects the motor vehicle or the components fail to provide reasonable and necessary maintenance, perform or has performed unauthorized alterations of the components.
• The motor vehicle is sold or any of the components are removed.
• The vehicle is remounted, unless the remount is performed by Custom Works.
• Owner fails to comply with the warranty registration requirements described above.

CUSTOM WORKS RIGHTS
Custom Works reserves the unrestricted right to alter or replace the components and/or design of its products from time to time with notice. These changes will be made with no obligation to make corresponding changes to products previously manufactured.

CLAIM PROCEDURES
All warranty service shall be performed at Custom Works factory or at an authorized service facility. Custom Works must authorize all warranty service in writing prior to performance. Written authorization instructing the Owner to return the product for warranty service will be given within four (4) working days of receipt of notification of defect made in writing to Custom Works within 30 days of discovery of the defect and must be submitted before the warranty expires. Notice shall contain the following information:
• Owner's name and complete address.
• Owner's contact information during regular business hours.
• Vehicle Identification Number (VIN).
• Unit model and Product Number.
• Date of purchase and delivery.
• Brief description of the problem and current odometer reading.
• Photographs are needed if the claim concerns any paint or body damage.

DISCLAIMER LIMITATIONS
THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. NOTE: APPLIES ONLY TO THE GENERAL ONE YEAR LIMITED WARRANTY AND NOT ANY OTHER OR EXTENDED WARRANTY OR WARRANTIES MADE BY CUSTOM WORKS. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES ARISING FROM ANY DEFECT, DELAY, NON-DELIVERY, RECALL, OR OTHER VIOLATION OF CUSTOM WORKS INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOSS OF PROFITS OR OTHER ECONOMIC INJURY. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE IN TORT FOR ANY NEGLIGENCE DESIGN OR MANUFACTURE OR ANY PRODUCTS OR FOR THE OMission OF ANY WARNING WITH RESPECT THERETO.

ADDITIONAL TERMS
This warranty provides Owner with specific rights and Owner may also have additional rights that vary from state to state. No other party may modify or expand the warranty provided herein, waive any of its limitations or make any different or additional warranties with respect to the products. Any statements to the contrary are hereby rendered null and void unless made in writing signed by an authorized officer of Custom Works

CUSTOM TRUCK & BODY WORKS, INC.
13787 WHITE HOUSE ROAD
WOODBURY, GA 30293
888-258-9695
SUPPLEMENTAL CONVERSION LIMITED WARRANTY

CONVERSION LIMITED WARRANTY:
Custom Truck & Body Works, Inc. (Custom Works) warrants to the original purchaser ("Owner") only that the conversion components of the vehicle shall be free from substantial defects in materials and workmanship attributable to Custom Works ("Warrantor") that the materially impair the value of the vehicle which arise under normal use, maintenance and service for a period of four (4) years from the original delivery date or forty-eight thousand (48,000) miles, whichever comes first.

WARRANTY REMEDY:
Owner’s sole and exclusive remedy under this warranty shall be repair or replacement (at Custom Work’s sole option) the defective component by an authorized Custom Work’s warranty facility. Owner shall bear all expenses arising out of or relating to transportation of the product to the appropriate warranty service location designated by Custom Works. If Custom Works or its authorized service facility fails to repair or replace any defective component within a reasonable time, then Custom Works shall be liable for the lesser of (i) the reasonable cost of repair or replacement by a third party or (ii) that part of the purchase price of the component that shall have been paid by the Owner to Custom Works, but the Owner shall not obtain repair or replacement by a third party without giving Custom Works at least 15 days prior written notice during which time Custom Works (or its authorized service facility) may repair or replace the defective product.

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The Owner shall submit or cause the motor vehicle dealer to submit a “Custom Works Warranty Registration” form with 60 calendar days of the original delivery date. This warranty is not valid if the Custom Works Warranty Registration Form is not sent to Custom Works within 60 days after the date of purchase/delivery to the Owner.

EXCLUSIONS:
The warranty does not cover
- Damage to the sold trim and detail items due to normal use, wear and tear or exposure to the elements
- Accessories or parts not manufactured by Custom Works, which include but it not limited to: the chassis and its component parts, tires, tire balancing, wheel alignment, inverters, steering, light bulbs, lights, battery chargers, generators, radios, power converters and batteries. The manufacturers of these products may provide warranty covering the performance of their particular products.
- Normal wear and tear.
- Damage caused by overloading, abuse, accident, neglect or misuse.
- Components added or modified by third parties.
- Replacement of routine maintenance items.
- Damage caused by, but not limited to, collision, fire, theft or acts of God.
- Items not specifically designed as covered items.
- The expense of transporting the product to and from an authorized service center for service and all expenses arising from or related to such transportation.
- Incidental expenses such as but not limited to loss of use, inconvenience, loss of time, vehicle rental, lodging or travel costs, etc.

WARRANTY TERMINATION
This warranty shall be void and Custom Works shall be relieved from any and all obligations hereunder if:
- Owner misuses or neglects the motor vehicle or the components fail to provide reasonable and necessary maintenance, perform or has performed unauthorized alterations of the components.
- The motor vehicle is sold or any of the components are removed.
- Owner fails to comply with the warranty registration requirements described above.

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CLAIM PROCEDURES
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- Owner's name and complete address.
- Owner's contact information during regular business hours.
- Vehicle identification number (VIN).
- Unit model and Product Number.
- Date of purchase and delivery.
- Brief description of the problem and current odometer reading.
- Photographs are needed if the claim concerns any paint or body damage.

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THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. NOTE: APPLIES ONLY TO THE GENERAL ONE YEAR LIMITED WARRANTY AND NOT ANY OTHER OR EXTENDED WARRANTY OR WARRANTIES MADE BY CUSTOM WORKS. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL EXEMPTED, INDIRECT, PUNITIVE DAMAGES ARISING FROM ANY DEFECT, DELAY, NON-DELIVERY, RECALL, OR OTHER BREACH BY CUSTOM WORKS INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC INJURY. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE IN TORT FOR ANY NEGLIGENCE, DESIGN OR MANUFACTURE OR ANY PRODUCTS OR FOR THE OMISSION OF ANY WARNING WITH RESPECT THERETO.

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CUSTOM TRUCK & BODY WORKS, INC.
13787 WHITE HOUSE ROAD
WOODBURY, GA 30293
888-258-9695
SUPPLEMENTAL PAINT LIMITED WARRANTY

PAINT LIMITED WARRANTY:
Custom Truck & Body Works, Inc. (Custom Works) warrants to the original purchaser ("Owner") only that the paint applied by Custom Works to the exterior surface of the ambulance/rescue body shall be free from defects in materials and workmanship that materially impair the value of the motor vehicle under normal use, maintenance and service for a period of seven (7) years from the original delivery date or one hundred thousand (100,000) miles, whichever comes first. The warranty provides coverage for peeling or delaminating of the top coat and/or other layers of paint, cracking or checking, and loss of gloss caused by cracking, checking or hazing. All other items are excluded from coverage by this supplemental paint warranty. The warranty is pro-rated as follows: 0 – 24 months - 100%, 25 – 36 months - 75%, 37 – 48 months - 50%; 49 – 84 months - 25%

WARRANTY REMEDY:
Owner’s sole and exclusive remedy under this warranty shall be repaint of any areas upon which the paint was defective by an authorized Custom Works warranty facility. Owner shall bear all expenses arising out of or relating to transporting the product to the Custom Works facility. If Custom Works fails to repaint the defective portion within a reasonable time, then Custom Works shall be liable to the Owner for the reasonable costs of repainting by a third party without giving Custom Works at least 15 days prior written notice, during which time Custom Works may repaint the defective paint.

WARRANTY REGISTRATION:
The Owner shall submit or cause the motor vehicle dealer to submit a “Custom Works Warranty Registration Form” with 60 calendar days of the original delivery date. This warranty is not valid if the Custom Works Warranty Registration Form is not sent to Custom Works within 60 days after the date of purchase/delivery to the Owner.

EXCLUSIONS:
The warranty does not cover:
- Paint deterioration caused by blisters or other film degradation due to corrosion originating from the substrate.
- Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy-duty pressure washing, aggressive mechanical washing systems.
- Paint deterioration caused by abuse, accident, acid rain, chemical fall out or act of nature.
- Accidents, scratches, chips, bruises and/or gloss reduction due to normal use and maintenance.
- Custom finishes, exotic finishes or any finish other than standard finish procedures.
- Repairs done over previously refinished areas, unless stripped to bare metal or appropriate substrate.
- Normal wear and tear, abuse, accident, neglect, misuse and/or altered/modified units.
- Claims made without following procedures or without proper authorization.
- Items not specifically designed as covered items.
- The expense of transporting the product to and from an authorized service center for service and all expenses arising from or related to such transportation.
- INCIDENTAL expenses such as but not limited to loss of use, inconvenience, loss of time, vehicle rental, lodging or travel costs, etc.
- Failure of finishes containing less than 100% PPG approved products.
- Failure of finishes performed by non PPG Certified Refinish Technician. All PPG certifications must be current to be acceptable hereunder.

WARRANTY TERMINATION
This warranty shall be void and Custom Works shall be relieved from any and all obligations hereunder if:
- Owner misuses or neglects the motor vehicle or the components fail to provide reasonable and necessary maintenance, perform or has performed unauthorized alterations of the components.
- The motor vehicle is sold or any of the components are removed.
- The vehicle is remounted, unless the remount is performed by Custom Works.
- Owner fails to comply with the warranty registration requirements described above.

CUSTOM WORKS RIGHTS
Custom Works reserves the unrestricted right to alter or replace the components and/or design of its products from time to time with notice. These changes will be made with no obligation to make corresponding changes to products previously manufactured.

CLAIM PROCEDURES
All warranty service shall be performed at Custom Works factory or at an authorized service facility. Custom Works must authorize all warranty service in writing prior to performance. Written authorization instructing the Owner as to where and when to deliver the product for warranty service will be given within four (4) working days of receipt of notification of defect made in writing to Custom Works within 30 days of discovery of the defect and must be submitted before the warranty expires. Notice shall contain the following information:
- Owner’s name and complete address.
- Owner’s contact information during regular business hours.
- Vehicle identification Number (VIN)
- Unit model and Product Number.
- Date of purchase and delivery.
- Brief description of the problem and current odometer reading.
- Photographs are needed if the claim concerns any paint or body damage.

DISCLAIMER LIMITATIONS
THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. NO WARRANTY APPLIES EXCEPT AS STATED HEREIN. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES ARISING FROM ANY DEFECT, DELAY, NON-DELIVERY, RECALL, OR OTHER BREACH BY CUSTOM WORKS INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC INJURY. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE IN TORT FOR ANY NEGLECTIVE DESIGN OR MANUFACTURE OR ANY PRODUCTS OR FOR THE OMISSION OF ANY WARNING WITH RESPECT THERETO.

ADDITIONAL TERMS
This warranty provides Owner with specific rights and Owner may also have additional rights that vary from state to state. No other party may modify or expand the warranty provided herein, waive any of its limitations or make any different or additional warranties with respect to the products. Any statements to the contrary are hereby rendered null and void unless made in writing signed by an authorized officer of Custom Works.

CUSTOM TRUCK & BODY WORKS, INC.
13787 WHITE HOUSE ROAD
WOODBURY, GA 30293
888-258-9695
Staff Report

Subject: Consideration to Approve a Resolution of Surplus
Author: Alison Bruton, Purchasing Agent
Department: ECSO
Meeting Date: March 17, 2020
Item Description: Surplus

Summary Recommendation: Staff recommends approval of the Resolution

Executive Summary/Background:
- From time to time the County has broken, unused, damaged or extra inventory. In order for the county to properly dispose of these items they must be declared surplus in accordance with O.C.G.A § 36-9-2 which states that the county “…may, by order entered onto its minutes, direct the disposal of any real property which may be lawfully disposed of and make and execute good and sufficient title thereof on behalf of the County.”
- This resolution consists of two ECSO vehicles. ECSO is requesting these vehicles be donated to Savannah Technical College to be used as training vehicles for students for the Emergency Vehicle Operator’s class as part of their Basic Law Enforcement Certification program.

Alternatives for Commission to Consider:
1. Board’s approval of the Resolution of Surplus
2. Do not approve the Resolution of Surplus

Recommended Alternative: 1

Other Alternatives: 2

Department Review: All Departments were asked to supply a list of surplus items.

Funding Source: NA

Attachments:
1. Resolution of Surplus
To Whom It May Concern:

We are requesting to be allowed to accept the donation of two 2012 Dodge Chargers from the Effingham County Sheriff's Office. These vehicles will be used as training vehicles for students for the Emergency Vehicle Operator’s class as part of the Basic Law Enforcement Certification program at Savannah Technical College.

The vehicle will be driven by the students on a closed driving course and on the open road to the Effingham campus from Crossroads campus.

Thank you,

Nancy Jones  
Administrative Assistant  
Peace Officer Academy  
Savannah Technical College
Notice is hereby given that the Board of Commissioners of Effingham County Georgia, in regular session assembled on February 16, 2021 by this resolution declare the following described property surplus and authorize the public sale, or disposal thereof:

<table>
<thead>
<tr>
<th>Description</th>
<th>Department</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Serial Number / Identifying Number</th>
<th>Amount</th>
<th>UOM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle- Donate to Savannah Tech</td>
<td>ECSO</td>
<td>2012</td>
<td>Dodge</td>
<td>Charger</td>
<td>2C3CDXAT2CH316264</td>
<td>1</td>
<td>Ea.</td>
</tr>
<tr>
<td>Vehicle- Donate to Savannah Tech</td>
<td>ECSO</td>
<td>2013</td>
<td>Dodge</td>
<td>Charger</td>
<td>2C3CDXAT5DH677036</td>
<td>1</td>
<td>Ea.</td>
</tr>
</tbody>
</table>

Pursuant to said resolution the above described surplus property will be demolished, offered for sale by auction or by sealed bid; will be traded for newer or alternate equipment or will be donated to non-profit.

This ______________ day of February, 2021

__________________________________________________
Effingham County Board of Commissioners

ATTEST:

__________________________________________________
Stephanie Johnson, County Clerk
Staff Report

Subject: Consideration to issue a contract to Lane Brothers Auctions, LLC, for 2021 Surplus Auction Services.

Author: Alison Bruton, Purchasing Agent

Department: Meeting

Meeting Date: 02/16/2021

Item Description: Auction Services Contract

Summary Recommendation: Staff recommends approving the contract to allow for the auction of surplused items.

Executive Summary/Background:
- Lane Brothers Auctions LLC holds an annual auction at the fairgrounds in Springfield. This year’s auction will be held on March 27, 2021.
- Last year Lane Brothers Auctions LLC sold the County’s surplused property for $47,975.00.
- In order to dispose of the current surplused property, staff would like to issue a contract to Lane Brothers Auctions LLC which will run from February 16, 2021 until June 30, 2021.
- The contract has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider:
1. Board approval to issue a contract to Lane Brothers Auctions LLC for 2021 Surplus Auction Services.
2. Do not award a contract at this time

Recommended Alternative: 1

Other Alternatives: 2

Department Review:
County Attorney has reviewed and approved contract to form.

Funding Source: N/A

Attachments:
1. 2021 Surplus Auction Services Contract
2021 Surplus Auction Services

Services Contract

Between

Effingham County Board of Commissioners and
Lane Brothers Auctions, LLC
601 North Laurel Street                      389 West Meadowlake Parkway
Springfield, GA 31329                         Swainsboro, GA 30401

This Contract is made and entered into this ______ day of ______________, 2021, by and between the Board of Commissioners of Effingham County, Georgia, hereinafter called the "BOARD" and . Lane Brothers Auctions, LLC a Corporation authorized to do business in Georgia, hereinafter called the "CONTRACTOR"

WITNESSETH

WHEREAS, the BOARD desires to engage a qualified and licensed Auction Company and

WHEREAS, the CONTRACTOR has represented to the COUNTY that it is experienced, licensed and qualified to provide the services contained herein, and the BOARD has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the BOARD and the CONTRACTOR as follows:

ARTICLE I

TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The scope of services and the terms and conditions of performance shall be as specified in this document.

SECTION I-2 CONTRACT START DATE AND DURATION.
This contract will commence on February 16th 2021 and terminate on June 30th 2021.

SECTION I-3 REQUIREMENT FOR MANDATORY PERFORMANCE.
The words "shall", "will" and "must" may be used interchangeably in this Contract; and in any case will indicate mandatory.

SECTION I-4 PERSONNEL AND EQUIPMENT.
The CONTRACTOR represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the CONTRACTOR under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-5 CHANGES TO THIS CONTRACT.
The COUNTY may, at any time, request changes in the Scope of Services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the CONTRACTOR'S compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the COUNTY and the CONTRACTOR shall be incorporated in written amendments to this Contract.

SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.
COUNTY may terminate for cause for CONTRACTOR'S persistent failure to perform the work in accordance with the Contract Documents. If COUNTY terminates the CONTRACT for cause, CONTRACTOR shall not be entitled to any further payment until the work is completed. In the event the employment of the CONTRACTOR is terminated by County for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereafter be deemed to have been a termination for convenience.

SECTION I-7 TERMINATION OF CONTRACT FOR CONVENIENCE.
COUNTY may terminate for convenience, without cause, upon seven (7) days written notice to CONTRACTOR. In such case, CONTRACTOR shall be paid for completed and acceptable work executed in accordance with the
Contract Documents prior to the effective date of termination in performing services CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SECTION I-8 TERMINATION OF CONTRACT FOR LACK OF FUNDING.

The obligation of the COUNTY for payment to the CONTRACTOR is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

SECTION I-9 INDEMNIFICATION.

The Consultant agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees, from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons or entities employed or utilized by the Consultant in the performance of the contract. The Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Consultant further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Consultant or his subcontractors or anyone directly or indirectly employed by any of them. The Consultant's obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the Consultant.

SECTION I-10 COVENANT AGAINST CONTINGENT FEES.

The CONTRACTOR shall comply with the relevant requirements of all Federal, State, County or other local laws. The CONTRACTOR warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the BOARD shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION I-11 PROHIBITED INTERESTS.

A. Conflict of Interest. The CONTRACTOR and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Contract no person having such interest shall be employed.

B. Statement of disclosure. All Vendors must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. “Interest” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. Remote interest as used herein means the interest of (1) a volunteer director, officer, or employee of a
nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. Family as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

SECTION I-12 AUDITS AND INSPECTIONS.
At any time during normal business hours and as often as the COUNTY may deem necessary, the CONTRACTOR and its subcontractors shall make available to the COUNTY and/or representatives of the COUNTY, examination of all of its records with respect to all matters covered by this Contract. It shall also permit the COUNTY and/or representatives of the COUNTY to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the COUNTY or at the offices of the CONTRACTOR as requested by the COUNTY.

SECTION I-13 INDEPENDENT CONTRACTOR.
The CONTRACTOR shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the CONTRACTOR or any of its subcontractors, agents, or employees to be the agent, employee, or representative of Effingham County, Georgia.

SECTION I-14 NOTICES.
All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this contract shall be delivered in person or transmitted by certified mail, postage prepaid to 601 North Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the CONTRACTOR.

All written notices, demands, and other papers or documents to be delivered to the CONTRACTOR under this Contract shall be transmitted by certified mail, postage prepaid, to Lane Brothers Auctions, LLC, 389 Meadowlake Parkway, Swainsboro, GA 30401

SECTION I-15 COMPLIANCE WITH LAWS.
The CONTRACTOR shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including by not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

SECTION I-16 ASSIGNABILITY.
The CONTRACTOR shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the COUNTY.

SECTION I-17 GOVERNING LAW.
The Agreement shall be governed by the laws of Georgia, with venue in Effingham County.

SECTION I-18 LIMITATION OF LIABILITY.
Neither CONTRACTOR nor COUNTY shall be liable to the other for any special, punitive, or consequential damages, or loss of profits arising out of or in connection with their respective obligations under this Agreement.

THIS SECTION INTENTIONALLY LEFT BLANK
ARTICLE II
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. COMPENSATION FOR CONTRACTOR SERVICES.

The COUNTY shall pay the CONTRACTOR for his services as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLAT RATE PER ITEM - price to place item in auction</td>
<td>$10.00</td>
</tr>
<tr>
<td>FLAT RATE PER ITEM - if the item doesn’t sell at first auction, price to run item through subsequent auction(s)</td>
<td>10.00% (maximum of $200.00 per unit)</td>
</tr>
<tr>
<td>TRANSPORT FEE PER VEHICLE to auction if not included in per unit cost</td>
<td>$50.00</td>
</tr>
<tr>
<td>DECAL REMOVAL PER UNIT</td>
<td>$0.00</td>
</tr>
<tr>
<td>ADVERTISMENT FEE (legal organ)</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Payment Terms: 10 days

These rates shall remain in effect until June 30th, 2021, without exception.

All payments shall be accompanied with the following:
Date auction performed
Detailed list of vehicles/equipment sold, including VIN

No items will be auctioned without being surplused by the Effingham County Board of Commissioners.

SECTION II-2. PAYMENT OF TAXES AND FEES.
The CONTRACTOR shall pay the cost of any permits, fees, and licenses required.

SECTION 11-3. QUANTITIES GUARANTEED.
The CONTRACTOR represents, understands and agrees that this is a unit/service based contract, and contains no guarantee or promises for any set amount of materials or service hours. This is a convenience contract to guarantee unit pricing for materials or services contained herein.

If any item does not sell, Effingham County reserves the right to use another auctioneer, or to dispose of the item per the County’s surplus policy.

THIS SECTION INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

Witness

Signature

Lane Brothers Auctions, LLC

Signature

Title

EFFINGHAM COUNTY, GEORGIA

WESLEY CORBITT
CHAIRMAN
EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Attest:

Stephanie Johnson, County Clerk

COMMISSION APPROVAL DATE:
Staff Report

Subject: SCADA System Upgrades
Author: Kristen Achtziger, EOM Operations
Department: WWTP Department
Meeting Date: February 16, 2021

Item Description: Approval to rescind the original contract and enter into a new service contract for design build services with C2i Control Instruments, Inc. for a SCADA System upgrade for the Effingham County Waste Water Treatment plant.

Summary Recommendation: Staff is recommending to rescind the original contract and approve the attached new service contract with C2i. The SCADA system upgrade project is a design build project that involves multiple phases before the system can be brought online. The new service contract will incorporate the previous approvals and the final phase of the project. The final phase of the project will include engineering and programming services for conversion of the existing database and configuration into VT SCADA, configuring alarm subsystem with auto dialer functionality, graphics development, communication configuration, system testing and training. The new service contract will be completed at hourly rates not to exceed a total contract value of $119,029.

Executive Summary/Background:

1. The Supervisory Control and Data Acquisition (SCADA) System at the Waste Water Treatment Plant (WWTP) is outdated and operating on computers and software that are no longer supported. A new system is needed to be installed with new computers, software and data loggers in order to be able to operate the plant at peak efficiency.
2. Effingham County Board of Commissioners approved bond funds for SCADA system upgrades. The current estimate for this project is $150,000.
3. In June, a contract was awarded to C2i for the equipment and software portion only which totalled $33,361.00.
4. In August the Board approved C2i to perform an onsite evaluation of the existing networking devices, determine what can be reused and acquire a complete backup of the existing Wonderware SCADA software. This work was to be performed at hourly rates not to exceed $11,700.
5. If approved, the original contract will be rescinded and a new service contract provided to include all of the phases of the project for a total project cost not to exceed $119,029.

Alternatives for Commission to Consider

1. Approve to rescind the original contract and issue a new contract to include all phases for the installation of the SCADA System project with C2i Control Instruments, Inc.
2. Do not approve alternative 1.

Recommended Alternative: Approve Alternative #1
Other Alternatives: Do not approve alternative.
Department Review: Engineering
Funding Source: Wastewater Treatment Plant Bond Funds
Attachments:
1. Service Contract
Services Contract

Between

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

and

CONTROL INSTRUMENTS, INC.
4480H South Cobb Drive. PMB 301
Smyrna, GA 30080-6984

This Contract (hereinafter referred to as “Contract” or “Agreement”) is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or “County”) and CONTROL INSTRUMENTS, INC. (hereinafter called the "Contractor"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified company as specified in RFQ 20-105-005 - SCADA SYSTEM; and

WHEREAS, the Contractor has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Contractor as follows:

ARTICLE I

TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The scope of services and the terms and conditions of performance shall be as specified in this document and in RFQ 20-105-005 - SCADA SYSTEM and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I-2 CONTRACT.
This Contract is for the projected total of $119,029.00, which will be broken up into task orders as follows:
1. Task 1 – Onsite Evaluation of existing SCADA system: Hourly rates not to exceed $11,700.00
2. Task 2 – Purchase/Installation of the new SCADA software and hardware: Equipment and hourly rates not to exceed $107,329.00

SECTION I-3 REQUIREMENT FOR MANDATORY PERFORMANCE.
The words "shall", "will" and "must" may be used interchangeably in this Contract and in any case will indicate mandatory.

SECTION I-4 PERSONNEL AND EQUIPMENT.
The Contractor represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-5 CHANGES TO THIS CONTRACT.
The County may, at any time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Contractor's compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Contractor shall be incorporated in written amendments to this Contract.

SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.
The County may terminate this Contract for cause or Contractor's persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Contractor shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County.
SECTION I-7 TERMINATION OF CONTRACT WITHOUT CAUSE.
County may terminate without cause, upon seven (7) days written notice to Contractor. In such case, Contractor shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SECTION I-8 TERMINATION OF CONTRACT FOR LACK OF FUNDING.
The obligation of the County for payment to the Contractor is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

SECTION I-9 INDEMNIFICATION.
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Contractor, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable.

The Contractor’s obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in this Contract or by the scope and amount of insurance maintained by the Contractor.

SECTION I-10 COVENANT AGAINST CONTINGENT FEES.
The Contractor shall comply with the relevant requirements of all Federal, State, County or other local laws. The Contractor warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the Contractor, for any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the Board shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION I-11 PROHIBITED INTERESTS.
A. Conflict of Interest. The Contractor and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further agrees that, in the performance of the Contract no person having such interest shall be employed.

B. Statement of disclosure. The Contractor shall make a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.
Contractor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. “Interest” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. "Remote interest" as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. "Family" as used
herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

SECTION I-12 AUDITS AND INSPECTIONS.
At any time during normal business hours and as often as the County may deem necessary, the Contractor and its subcontractors shall make available to the County and/or representatives of the County, examination all of its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the County to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Contractor as requested by the County.

SECTION I-13 INDEPENDENT CONTRACTOR.
Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Agreement.

SECTION I-14 NOTICES.
All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to 601 North Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the Contractor.

All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be transmitted by certified mail, postage prepaid, to Mark Healey, Control Instruments, Inc., 4480H South Cobb Drive, PMB 301, Smyrna, GA 30080-6984. It shall be Contractor’s responsibility to inform the County of any change to this contact address.

SECTION I-15 COMPLIANCE WITH LAWS.
The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including by not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

SECTION I-16 ASSIGNABILITY.
The Contractor shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the County.

SECTION I-17 GOVERNING LAW.
This Contract shall be governed by the laws of Georgia, with venue in Effingham County.

ARTICLE II
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. COMPENSATION FOR CONTRACTOR SERVICES.
The County shall pay the Contractor for his services as follows:

See attachment A for fee schedule.

These rates and fees shall remain in effect without exception.

All invoices shall contain the following:
Date services performed
Detailed account of services performed
Location of services performed
Name of employee providing said services
Name of County employee requesting said services
No work shall take place without advanced written approval of the County's engineering department. If the Contractor commences any work prior to receiving written approval, he does so at his own risk.

No work outside the scope of work contained in the RFQ will be performed without the advanced written approval of the County's engineering department.

Advance payments prior to any work shall not be granted unless specified in writing.

Progress payments or draw shall not be granted unless specified in writing.

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The County will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

SECTION II-2. PAYMENT OF TAXES AND FEES.
The Contractor shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

SECTION II-3. QUANTITIES GUARANTEED.
The Contractor represents, understands and agrees that this is an "ON CALL" / "LUMP SUM" contract, to guarantee pricing for services contained herein.

ARTICLE III
INSURANCE REQUIREMENTS

SECTION III-1. INSURANCE PROVISIONS: Contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

General Information that shall appear on a Certificate of Insurance:

1. Name of Producer (contractor's insurance Broker/Agent).
2. Companies affording coverage (there may be several).
3. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
4. A Summary of all current insurance for the insured (includes effective dates of coverage).
5. A brief description of the operations to be performed, the specific job to be performed, or contract number.
6. Certificate Holder (This is to always include Effingham County).

Limits of Insurance:

Effective coverage shall have the following limits:

A. Commercial General Liability of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over $1,000,000.00.

B. Commercial Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from.

C. Workers’ Compensation limits as required by the State of Georgia and Employers Liability limits of $1,000,000 (one million dollars) per accident or disease.

Special Requirements:

A. Claims-Made Coverage: The limits of liability shall remain the same as the occurrence basis, however,
the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.

B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.

C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage.

D. **Cancellation/Non-Renewal Notification:** Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.

E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The CONTRACTOR must ensure Certificates of Insurance are updated for the entire term of the Contract.

F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.

G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.

H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

**Additional Coverage for Engineering, Architectural and Surveying Services:**

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: $1,000,000 per claim/occurrence.

Coverage Requirement: If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

**ARTICLE IV**
**WAIVERS AND EXCEPTIONS**

No failure by County to enforce any right or power granted under this Contract, or to insist upon strict compliance by Contractor with this Contract, and no custom or practice of County at variance with the terms and conditions of this Contract shall constitute a general waiver of any future breach or default or affect the County’s right to demand exact and strict compliance by Contractor with the terms and conditions of this Contract.

**ARTICLE V**
**GENERAL PROVISIONS**

This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for County and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by the party to be charged.

Contractor warrants that it will not, in the performance of this Contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

If Contractor dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Contractor from County for services rendered prior to the date of death or dissolution shall be paid to Contractor's executors,
ARTICLE VI
AUTHORITY TO EXECUTE AND ENTER AGREEMENT

By his, her, or their signature(s) below, the person or persons signing on behalf of Contractor warrant that (1) they are authorized to sign on behalf of Contractor; (2) that to the extent Contractor is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.

INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

This ____ day of ____________________, 2021.

CONTROL INSTRUMENTS, INC.

________________________________________________________
Signature

________________________________________________________
Title

Witness - Signature    Witness - Title

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

________________________________________________________
WESLEY M. CORBITT, CHAIRMAN

ATTEST:

________________________________________________________
STEPHANIE D. JOHNSON, COUNTY CLERK

CONTRACT NO. 20-105-005

COMMISSION APPROVAL DATE:

________________________________________________________
Staff Report

Subject: Proposed ordinance Part II, Appendix C, Article III – General Provisions, Section 3.15C Agricultural Business

Author: Teresa Concannon, AICP, Planning & Zoning Manager

Department: Development Services

Meeting Date: February 16, 2021

Item Description: Discussion of new ordinance to accommodate large scale, intensive uses in AR-1 zoning district

Summary Recommendation: Staff has developed a proposal to add a new code section 3.15C, to accommodate intensive uses in the AR-1 zoning district. The new district allows more intensive uses than Rural Business, maintains the integrity of the AR-1 zoning district, and provides business opportunities for landowners.

Executive Summary/Background:
- Part II, Appendix C, Article III, section 3.15C Agricultural Businesses are larger in size, intensity, and scale than Rural Businesses.
- Agricultural Businesses are of a similar size, intensity, and scale as uses that would be more commonly found in industrial zoning districts.
- Agricultural Business activities involve extractive and land filling activities, and activities related to solid waste handling and disposal.
- An applicant for an Agricultural Business must be eligible to hold an Occupational Tax License and, in the case of solid waste handling facilities, must demonstrate consistency with the Effingham County Solid Waste Management Plan.
- Property owners and developers periodically request rezoning of parcels located in the AR-1 zoning district, based on business needs.
- The resulting zoning changes are often incompatible with the AR-1 zoning district, and lead to additional requests for commercial and industrial zoning changes nearby.
- Allowing intensive uses as a conditional use in the AR-1 zoning district eliminates the problem of incompatible commercial and industrial zoning of parcels within the AR-1 zoning district.

Alternatives for Commission to Consider

1 – Discussion

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: Development Services

Funding Source: N/A

Attachments:
1. Section 3.15C Agricultural Business
3.15C – Agricultural Business.

“Agricultural Business” means a business operation that is carried out with a permit from, and under the supervision of, the Georgia Department of Natural Resources, Environmental Protection Division (DNR-EPD).

An Agricultural Business is permitted as a Conditional Use in the AR-1 Agricultural Residential district, and may be permitted in said district only if it meets the following criteria:

(a) Intent. An Agricultural Business shall be primarily directed toward serving the county in which it is located. Agricultural Businesses are larger in size, intensity, and scale than Rural Businesses. Agricultural Businesses are of a similar size, intensity, and scale as uses that would be more commonly found in industrial zoning districts. Agricultural Business activities involve extractive and land filling activities, and activities related to solid waste handling and disposal. An applicant for an Agricultural Business must be eligible to hold an Occupational Tax License and, in the case of solid waste handling facilities, must demonstrate consistency with the Effingham County Solid Waste Management Plan (hereafter, the Plan) prior to any Conditional Use application being submitted to the zoning official.

   a. An applicant requesting permission from DNR-EPD to site, operate, or expand a solid waste handling facility must request and receive a letter of consistency from the Effingham County Board of Commissioners stating that the facility or facility expansion is consistent with the Plan.

   b. At least 60 days prior to filing for a solid waste handling permit, the owner/operator will submit to Development Services/the County Manager a written statement documenting the following (DNR-EPD Rule #):

      i. How the proposed facility or facility expansion will meet the specific goals and/or needs specified in the Plan, including any impacts on existing waste reduction and recycling efforts; road safety and traffic impacts; and natural and cultural resources.

      ii. Evidence that the proposed facility or facility expansion is sited in a location deemed suitable based on environmental and land use limitations, local zoning, and any criteria listed in the Plan.

      iii. Evidence that proper public notification was given, including letters to adjacent property owners, public meetings, newspaper advertisements.

   c. Within 30 days after the written statement is received, Development Services/the County Manager will make a written recommendation to the Board of Commissioners as to whether the proposed facility or facility expansion is consistent with the Plan.

   d. The Board of Commissioners will hold at least one public hearing on the proposed facility or facility expansion to gather input, as provided in article IX of this ordinance.
e. The Board of Commissioners will consider the written documentation of consistency, Development Services / the County Manager’s recommendation, and comments received at the public hearing(s) to determine consistency with the Plan.

f. Within 15 days of making their determination, the Board of Commissioners shall notify the facility owner / operator whether the proposed facility or facility expansion is consistent with the Plan by issuing a letter of consistency. If the application is not consistent, the owner / operator may address the inconsistencies and resubmit their request for one additional review, which will follow the process described in a-f.

(b) Approval. Each Agricultural Business conditional use application must be reviewed by the Planning Board and approved by the Board of Commissioners before any activities in connection with the business operations, or applications for EPD permits, begin. The Planning Board may recommend to the Board of Commissioners that conditions be imposed to ensure the orderly operation of the proposed business and its compatibility with the surrounding properties. The Board of Commissioners may place reasonable conditions on the proposed use as deemed necessary to ensure the orderly operation of the proposed business and its compatibility with the surrounding properties. The Planning Board and Board of Commissioners shall hold public hearings as provided in article IX of this ordinance.

(c) Acreage. Agricultural Businesses shall be required to operate on property containing minimum acreages as follows:

a. Surface mines – ____ acres of contiguous land holdings, under the ownership of the owner / operator. The proposed acreage shall be specified at the time that the application is submitted to the zoning official.

b. Waste Disposal Sites – ____ acres of contiguous land holdings, under the ownership of the owner / operator. The proposed acreage shall be specified at the time that the application is submitted to the zoning official.

(d) Buffers. Agricultural Businesses shall be subject to the buffer requirements for Heavy Industrial uses pursuant to Section 3.4 Buffers. Variances from the requirements of Section 3.4 Buffers shall not be permitted.

(e) Facility Siting and Operation Limitations. Agricultural Businesses must meet the permit requirements and performance requirements specified by DNR-EPD:

a. Surface Mines are regulated by DNR Rule # ____

b. Waste Disposal. Siting criteria are described in the Plan, and are regulated by DNR Rules and Regulations in Chapter 391-3-4.

(f) Signs. All signage shall meet the requirements for signs in industrial districts per Part II, Chapter 62-Signs, and Article III, Section 3.38 Signs, and Section 3.17.5 Surface Mine Operations, as applicable.
(g) Transportation network and Road Impacts. A Traffic Impact Study must be submitting with the conditional use application, pursuant to Effingham County Traffic Impact Study Requirements. Property on which the Agricultural Business is proposed must have frontage on a public road as follows:

a. Surface mines: paved (classification?) roads built to county or GDOT standards. All vehicles entering and exiting the site are subject to Section 74-8 Designated Truck Routes. County road access requirements are specified in Section 3.17.5 Surface Mine Operations.


(h) Parking and access. Parking and access for customers and employees must be provided on-site, pursuant to Section 3.30 Off-street access control and parking.

(i) Hours of Operation. Days and hours of operation requiring access by the public, customers and/or clients shall be Monday through Saturday, daylight hours only.

(j) Uses permitted:

a. Surface Mines, including offices related to the business operations.

b. Solid Waste Facilities, including offices relating to the business operations.

(k) Performance Standards. As industrial uses, Agricultural Businesses are subject to Section 5.12.4 Performance Standards.

(l) Uses not permitted: Any use which is ineligible for state or local permits, or Effingham County Occupational Tax License.
Staff Report

Subject: City of Springfield Annexation - Map# 367A Parcel# 57 Map# 367 Parcel# 57A, 57B

Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 02/16/2021

Item Description: Consideration to approve to support a Notice of Annexation Petition Requesting Annexation of approximately 1.12 acres into the City of Springfield, owned by the Effingham County Industrial Development Authority located at 520 Third Street Map# 367A Parcel# 57 and Map# 367# Parcel# 57A, 57B

Summary Recommendation:
Staff recommends approval of the annexation request.

Executive Summary:
As required under state law O.C.G.A §36-36-6 upon accepting an application for annexation or a petition for annexation, the governing authority of the annexing municipality shall provide written notice to the governing authority of the county where the proposed annexation is located.
Said parcel is being acquired by Effingham Health Systems to allow for a medical facility.

Background:
Annexation documentation was received from the City of Springfield. The Effingham County Industrial Development Authority owns a 1.12-acre parcel in total (consisting of 3 parcels) on Third Street located in the Fourth District. A petition requesting annexation is included in the materials signed by the owner(s).

1. The offices of the Industrial Development Authority and Chamber of Commerce are currently housed in a building on a portion of the property.
2. The property lies within the City of Springfield’s water and sewer service area.
3. The City of Springfield will hold a public hearing on this item with the Planning & Zoning Board April 5, 2021 at 6:00 pm and before City Council April 13, 2021 at 6:00 pm.
4. A portion of the property is currently zoned B-2. The intent is rezoned the remaining land as the same. This parcel is contiguous with other lands within the city boundary.

Alternatives for Commission to Consider:
1. Approve to support the Petition Requesting Annexation.
2. Do not support the Petition Requesting Annexation.

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. Petition requesting annexation
2. Boundary Map (noting property to be annexed)
Application for Annexation

Tax Map Number: 03607AC57 03607AC57AC0 Date: January 14, 2021

Address of subject property: 520 Third St

Owner of Property: Effingham County Industrial Development Authority

Owner's Address: PO Box 1078 Springfield, GA 31329

Telephone Number: (912) 754-3301

Housing Units: 0 Other Buildings: 1

Total Acreage: 1.12 acres

Please Include the Following:

A. Sketch Site Plan - Show location of existing buildings and other improvements, if applicable.

B. Property Description - A legal description and plat.

C. Copy of Property Deed

D. Current Zoning Certification letter

E. Fee - No fees required.

F. Petition Requesting Annexation – Owner(s) must complete Page 2.

G. Authorization by Property Owner – Owner(s) must complete Page 3.

Effingham County Industrial Development Authority

By: Benjamin Fender
Applicant Signature
CEO
Petition Requesting Annexation

DATE 1/14/21

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF SPRINGFIELD, GEORGIA

1. The undersigned, as owner of all real property of the territory described herein, respectfully requests that the City Council annex this territory to the City of Springfield, Georgia, and extend the City boundaries to include the same.

2. The territory to be annexed abuts the existing boundary of Springfield, Georgia, and the description of such territory area is as follows:

Address/Location of Property: 520 Third St Springfield, GA 31329

Current Tax Map Number: 03607A051, 03607057A00,
03607057B00

See description attached.

3. It is requested that this territory to be annexed shall be zoned: R-1 R-2 R-3 R-4
   B-1 I-1 PUD DT
   RO AR-1

For the following reasons:

medical facility (offices and treatment rooms)

WHEREFORE, the Petitioners pray that the City Council of the City of Springfield, Georgia, pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Georgia Laws, 1946, do by proper ordinance annex said property to the City Limits of the City of Springfield, Georgia.

Respectfully Submitted,

[signature]

Owner(s)
Authorization by property owner

I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Effingham County, Georgia. I authorize the person named below to act as applicant in the pursuit of an annexation request of this property.

Name of Property Owner: Brandt Herndon, Effingham County

Address: PO Box 1078

Springfield, GA 31329

City State Zip Code

Telephone Number: 912 754 3301

Signature of Owner

Name of Applicant: Dr. Franeline Witt, Effingham Health System

Represented by: LatMeisha H. Kelly

Address: 459 Hwy 21 S

Springfield, GA 31329

City State Zip Code

Telephone Number: 912 754 2174

Signature of Applicant

CEO

Effingham County Industrial Development Authority
WARRANTY DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

This Indenture made this 17th day of April, 2002, between Rose Mary Washington and Willie Jackson, Jr., of the County of Jasper, State of South Carolina, as party or parties of the first part, hereinafter called Grantor, and Effingham County Ind. Dev. Auth. as party or parties of the second part, hereinafter called Grantee (the words "Grantor," and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100 Dollars and other good and valuable considerations in hand paid at and before the making and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does good, bargains, sell, alien, convey and confirm unto the said Grantee,

All that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, containing .50 of an acre, more or less, known and designated as Parcel B, that is shown and more particularly described by the plat of survey made by Leon A. Zipperer, Jr., R.L.S. #2373, dated October 2, 2001, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slides 172 which is incorporated into this description by specific reference thereto.

This being a portion of that property conveyed by Frank Jackson to Lou Watson as evidenced by that certain Warranty Deed dated March 11, 1981, recorded in Deed Book 197, page 117, aforesaid records; and further conveyed to Rose Mary Washington and Willie Jackson, Jr. as evidenced by that certain Assent to Devisee dated April 17, 2002, recorded in Deed Book 281, page 461, aforesaid records.

SUBJECT HOWEVER to all restrictive covenants, easements and rights-of-way of record.

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

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 whatsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Rose Mary Washington

[Signature]
Willie Jackson, Jr.

Effingham County, Georgia
Real Estate Transfer Tax
Purchased 3 for $400
Date: April 17, 2002

[Signature]
Clerk of Superior Court
COUNTY OF EFFINGHAM

THIS INDENTURE, made this 7th day of November, 2002, between EFFINGHAM COUNTY, a political subdivision of the State of Georgia, by and through the Effingham County Board of Commissioners, as Party of the first part, hereinafter called Grantor, and the EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a political subdivision of the State of Georgia, as Party of the second part, hereinafter called Grantee (the words “Grantor” and “Grantee” to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, pursuant to a duly adopted resolution of the Effingham County Board of Commissioners and such consideration as stated therein, the receipt and sufficiency whereof is hereby acknowledged, by these presents does hereby release, convey and forever QUITCLAIM unto the said Grantee, its successors, administrators and assigns, all of its right, title, and interest in and to the following described property, to wit:

PROJECT: EDS-565 (2), Effingham
P.I. NO.: 521700
PARCEL: 0
AREA: 0.272 acres
DATE: 7 Sept. 90; Revised 19 Mar 98

All that tract or parcel of land lying and being in the 11th Georgia Militia District of Effingham County, Georgia, being more particularly described as follows:

BEGINNING at a point 125.00 feet right and opposite Station 445+00.57 on the construction centerline of SR 21 on Georgia Highway Project Number EDS-565 (2).

From the POINT OF BEGINNING:

Thence N 20°02'18.0" W for a distance of 165.400 feet along the easterly right of way of State Route 21 to a point on the boundary.

Thence S 57°14'47.3" E for a distance of 176.899 feet to the beginning of a curve, said curve having central angle 6°09'44.8", radius 986.740 feet, chord bearing 8°27'11"17.0" W, and chord distance 106.078 feet. Along the said curve for an arc distance of 106.129 feet to the end of the curve.

Thence N 5°31'22.0" W for a distance of 55.733 feet back to the POINT OF BEGINNING.

Said described land being shown on the plat marked Exhibit "B" attached to original deed of conveyance, hereinafter referenced, said plat being specifically incorporated herein for any and all purposes.

This being the same property conveyed from the Georgia Department of Transportation to Effingham County as evidenced by that certain quitclaim, dated October 4, 2002, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Deed Book S84, pages 207 through page 210, aforesaid records.

AND ALSO:

(description of second parcel on following page)
IN WITNESS WHEREOF, the first PARTY herein, by and through its authorized agent, has signed and sealed
his/her/its seal and/or signature below:

ATTEST:

BY:

[Signature]

RICHMOND COUNTY

TO HAVE AND TO HOLD the said described premises to her/him in fee simple, to her/his heirs and executors.

Pursuant to Section 211 of the General Statutes of 1966, a survey of the land described below is made and recorded in
the Office of the Clerk of the Register of Deeds of Richmond County, Georgia in Book 884, Page 114, recorded
in the Richmond County, Georgia in Book 884, Page 114, recorded in the Richmond County, Georgia in Book 884, Page 114,
and recorded in the County Records Department of Transportation to

and all persons having any claim to the property conveyed.

The survey of the land described below is made and recorded in the Richmond County, Georgia in Book 884, Page 114,
and recorded in the County Records Department of Transportation to

the County, Georgia, having more particularly described as follows:

Beginning at a point 125.00 feet east of and opposite Section 447+60.95 on the
project line of State Route 21; thence S 39° 47' 01" E for a distance of 64.91 feet to the
point of beginning.

the County, Georgia, having more particularly described as follows:

Beginning at a point 125.00 feet east of and opposite Section 447+60.95 on the
project line of State Route 21; thence S 39° 47' 01" E for a distance of 64.91 feet to the
point of beginning.

the County, Georgia, having more particularly described as follows:

Beginning at a point 125.00 feet east of and opposite Section 447+60.95 on the
project line of State Route 21; thence S 39° 47' 01" E for a distance of 64.91 feet to the
point of beginning.

July 9th, 1999, Repealed 1999, Repealed 99
7 Project: 776

DATA:
01531
AVAIL:
62
PARCELS:
217100
T/L NO:
55-669 (2)
STATUTORY:

Page 7 of 10
DEPARTMENT OF TRANSPORTATION
PARCEL A
0.05 ACRE

PORTION OF THE
LOU WATSON ESTATE
PARCEL B
0.80 ACRE

DEPARTMENT OF TRANSPORTATION
PARCEL C
0.40 ACRE

REFERENCES:
DEED BOOK: 313, PAGE 743
DEED BOOK: 309, PAGE 40
DEED BOOK: 318, PAGE 184
DEED BOOK: 308, PAGE 43
PLAT BOOK: 9, PAGE 156

SCALE 1' = 50'

GRAPHIC SCALE - FEET

PLAT OF
PORTION OF THE LOU WATSON
ESTATE & PROPERTY OF THE
DEPARTMENT OF TRANSPORTATION
SURVEYED FOR
EFFINGHAM COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY

LOCATION: G.H.S. II, SPRINGFIELD
EFFINGHAM COUNTY, GEORGIA

DATED OCTOBER 2, 2001 FILE NO. 81181

WILDER, STONE & ZIPPERER LAND SURVEYORS, INC.
(912) 882-5412, PO BOX 1491 RINCON, GA 31326

PURSUANT TO O.C.G.A. SECTION 12-5-67,
I CERTIFY THAT THIS PLAT DOES NOT REQUIRE
APPROVAL OF EFFINGHAM COUNTY
PLANNING COMMISSION.

(Handwritten Signature)

ERROR OF CLOSURE:
FIELD DATA: 122.039
ANGULAR ERROR 0' 0" PER POINT
ADJUSTED BY COMPASS RULE
PLAT CLOSURE: 188.748
EQUIPMENT USED:
03" ELECTRONIC TOTAL STATION
Staff Report

Subject: Hospital Board Authority Appointment – 5th district
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 02/16/2021

Item Description: Consideration to approve to reappoint Barry Flonnory to the Effingham Hospital Board Authority as representative for the fifth district

Summary Recommendation: Staff recommends approval of the request.

Executive Summary:
The term of office for the fifth district seat is set to expire February 28, 2021. The current delegate, Mr. Flonnory currently serves as the Vice Chair of the Board of Directors and Chair of the Finance committee. If reappointed the new term will expire in February 2025.

Background:
Under the bylaws of the authority, County Commissioners are to appoint a member to the authority to represent their district. Additional members are appointed by each of the three (3) municipalities. The panel consists of a total of eight (8) members.

Alternatives for Commission to Consider:
1. Approve to reappoint Barry Flonnory to the Effingham Hospital Board Authority as representative of the fifth district.
2. Do not reappoint Barry Flonnory to the Effingham Hospital Board Authority as representative of the fifth district.

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. Request Letter_Effingham Health System
February 8, 2021

Mr. Phil Kieffer
Effingham County Commissioner
District Five
Springfield, GA 31329

Dear Commissioner Kieffer,

This letter is to inform you that Barry Flonnory’s term on the Effingham County Hospital Authority will expire February 28, 2021. Currently, he serves as the Board Directors Vice Chairman and Chairman of the Finance Committee and has contributed significantly to the success and growth of Effingham Health System. His leadership and dedication have proven to be of great value to the viability of the organization. In light of recent resignations of seasoned Board Members and the ongoing coronavirus public health emergency, I am respectfully requesting consideration for Mr. Flonnory to remain on the Board and serve an additional term to expire in February 2025.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to contact me at (912) 754-0160.

Sincerely,

Dr. Francine Witt, DNP, MBA, LNHA, RN
President & Chief Executive Officer

FBW:vng

cc: Patricia Ann Yarbrough, Chairman Effingham Hospital Authority
    Wesley Corbitt, Chairman, Effingham Board of Commissioners
    Stephanie Johnson, Effingham County Clerk of Commission
Staff Report

Subject: Coastal Incentive Grant Pre-Application
Author: Eric Larson
Department: Development Services
Meeting Date: February 16th, 2021

Item Description: Consideration to approve Resolution# 021-004 to submit an application for a Coastal Incentive Grant for Stormwater Master Plan.

Summary Recommendation:
The 2021/2022 FY CYCLE 24 Coastal Incentive Grant (CIG) opportunity involved a competitive pre-application process followed by an invitation only, competitive full application process. Effingham County was selected to participate in the full application process. Applications are due by Friday, January 10th, 2021. Staff is recommending executing the resolution for the Coastal Incentive Grant application to fund a Stormwater Master Plan.

1. The maximum grant amount is $80,000.00 per year with a $1.00 to $1.00 match.
2. If a grant is awarded, work shall be done between October 1, 2021, and September 30, 2023.
3. The project would begin after the completion of the Stormwater Feasibility Study and identify and prioritize necessary areas of concern, prioritize capital stormwater improvement projects and identify funding needs.
4. The budget for the improvements listed is $160,000.00 per year for 2 years for a total of $320,000. Each year would include $80,000.00 from the grant and $80,000.00 matching funds.

Alternatives for Commission to Consider
1. Board approve Resolution# 021-004 to submit an application for a Coastal Incentive Grant for a Stormwater Master Plan.
2. Do not approve a resolution to submit an application for a Coastal Incentive Grant for a Stormwater Master Plan.

Recommended Alternative: Approve Alternate 1

Other Alternatives: None

Department Review: Engineering

Funding Source: Coastal Incentive Grant and SPLOST funds

Attachments:
1. Resolution
2. CIG Application
RESOLUTION OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS TO APPLY FOR A COASTAL INCENTIVE GRANT AND COMMIT UPON AWARD OF THE GRANT TO ENTER INTO A PROJECT AGREEMENT WITH THE GEORGIA DEPARTMENT OF NATURAL RESOURCES COASTAL RESOURCES DIVISION.

WHEREAS, the goals of the Stormwater Master Plan are to address and mitigate flooding concerns, increase public understanding of stormwater management and improve development standards.

WHEREAS, the mission of the Coastal Incentive Grant as a part of the Georgia Coastal Management Program is consistent with the goals of the Effingham County Stormwater Management Program, and

WHEREAS, Effingham County is desirous of obtaining a Georgia Department of Natural Resources Coastal Incentive Grant for the creation of a Stormwater Master Plan.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of Effingham County,

Does hereby authorize staff to apply for a Coastal Incentive Grant through the Georgia Department of Natural Resources Coast Resources Division. Upon award of the grant, the Board of Commissioners shall enter into a Project Agreement between the Board of Commissioners and Georgia Department of Natural Resources Coastal Resources Division.

 Adopted, the 10th day of February, 2021.

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY

Wesley M. Corbitt, Chairman

Attest: Stephanie D. Johnson, County Clerk
Georgia Department of Natural Resources  
Coastal Incentive Grant Program  
2021-2022 FY CYCLE 24 Application Cover Sheet

Project Title: Stormwater Master Plan

Applicant Information (Subgrantee Organization)

Applicant (Institution): Effingham County Board of Commissioners  
Federal Employer ID #: 58-6000821

Contact (receives contract notices)  
Name: Timothy Callanan  
Title: County Manager  
Street Address: 601 North Laurel Street  
City: Springfield  
State: GA  
Zip Code: 31329  
Phone: (912) 754-2111  
Email: tcallanan@effinghamcounty.org

Financial Contact (invoicing and payment)  
Name: Christy Carpenter  
Title: Finance Director  
Address: 601 North Laurel Street  
City: Springfield  
State: GA  
Zip Code: 31329  
Phone: (912) 754-2143  
Email: ccarpenter@effinghamcounty.org

Project Manager/Principal Investigator (if different from Contact above)  
Name: Liberto Chacon  
Title: Engineer  
Address: 480 Edsel Drive Suite 100  
City: Richmond Hill  
State: GA  
Zip Code: 31324  
Phone: (912) 445-0050  
Email: kachtziger@oemmgt.com

Federal Funds Requested  
Year One: $80,000.00  
Year Two (if multi-year project): $80,000.00

Match Provided  
(MUST be 1:1 for each year)  
$80,000.00  
$80,000.00

Total Cost Per Year  
$160,000.00  
$160,000.00

Primary Funding Theme (select one):

- Oceans and Wetlands  
- Disaster Resiliency and Coastal Hazards  
- Non-Point Source Pollution  
- Sustainable Communities  
- Public Access and Land Conservation

Typed Name of Authorizing Official: Wesley M. Corbitt

Title of Authorizing Official: Chairman, ECBOC  
Signature of Authorizing Official: Wesley M. Corbitt  
Date: 11/17/2020
## Budget (Year 1)

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<th>Match Funds Provided (Non-Federal)</th>
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GEORGIA COASTAL INCENTIVE GRANT 2021-2022 FY CYCLE 24
CIG CERTIFICATIONS FORM

On behalf of Effingham County Board of Commissioners

(Applicant)

and in support of I certify that: Stormwater Master Plan

(Project Name)

1. no person shall be discriminated against based on race, color, sex, religion, national origin, age, or physical or mental handicap for any program, activity, or facility sponsored, operated, or constructed under the grant project;
2. all project activities will be conducted in a manner that is consistent with the mission, goals, and policies of the Georgia Coastal Management Program;
3. any user fees charged to the public for use or participation in any program, activity, or facility sponsored, operated, or constructed under the grant project will not be so large as to be exclusionary;
4. any facility or on-going service or program included as a component of this proposed project will be maintained as part of the community’s infrastructure for a reasonable length of time after grant money is no longer available;
5. no protected or endangered species or historic or cultural resource will be adversely impacted;
6. all necessary local, state, and federal permits will be obtained before commencing work;
7. Applicant will not hold the State of Georgia liable for any injuries or damage that may result from activities conducted under projects funded by Coastal Incentive Grants;
8. Applicant (governmental organization) will comply with 2 CFR 200 Uniform Guidance: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; and 48 CFR 31.2 (as applicable);
9. Applicant (educational institution) will comply with 2 CFR 200 Uniform Guidance: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; and 48 CFR 31.2 (as applicable);
10. Applicant will comply with any other provisions of statutory law that apply to receiving funds;
11. Applicant has reported all sources of funding for completing this project and certifies that completion is not dependent on future funding from another source;
12. All other sources for funding for the project have been disclosed, and that Applicant will notify the Georgia Coastal Management Program of any awards of additional funding from other sources during the duration of this project;
13. Applicant will adhere to the reporting requirements outlined in the RFP and will submit required status reports in a timely manner, to the Georgia Coastal Management Program. Failure to comply with the reporting requirements of the Coastal Incentive Grants Program may result in revocation of the Applicant’s funding.

Wesley M. Corbitt
Typed Name

Chairman
Title

Wesley M. Corbitt
Signature

11/18/2020
Date
Staff Report

Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: February 16, 2021

Item Description: Kent Elmore for Millen Timber Company requests to rezone 25 acres from AR-1 to AR-2 for the future development of Meadows at Midland, a 20 lot residential subdivision. Located on Midland Road, west of Courthouse Road.

Map# 324 Parcels# 115B

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 25 acres from AR-1 to AR-2, with conditions.

Executive Summary
- 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-2 allows lots of one acre or more, or the lot may be 21,780 sf with public water but not public sewer.
- The applicant wishes to subdivide the parcel into 20 lots, and therefore must rezone the parcel to AR-2.
- At the January 25 Planning Board meeting, Michael Larson made a motion to approve the request to rezone 25 acres from AR-1 to AR-2, with the following conditions:
  1. Future use of the above-referenced property being rezoned shall meet the requirements of the AR-2 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
1. **Approve** request to rezone 25 acres from AR-1 to AR-2, with the following conditions:
   1. Future use of the above-referenced property being rezoned shall meet the requirements of the AR-2 zoning district.
   2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.

2. **Deny** the request to rezone 25 acres from AR-1 to AR-2.

Recommended Alternative: 1  Other Alternative: 2

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

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent: Koni Elmore

Date: 11.8.2020

Applicant email address: palmetto.construction.group@gmail.com

Phone #: 912-547-4703

Property owner(s): Millen Timber Company

Telephone Number: ________________

Mailing Address: PO Box 272, Rincon GA 31326

Property location: 1080 Midland Rd

Present zoning: AR-1

Proposed zoning: AR-2

Present land-use: Undeveloped

Proposed land-use: Single family home subdivision

Tax Map #: ________________ Parcel #: 03240115B Lot #: ________________

Total Acres: 25 Acres to be rezoned: 25

Lot characteristics: Undeveloped previously timbered

Water: X Public __ Private

Sewer: __ Public X Private

Proposed access: Midland Rd

Justification: We wish to develop the referenced parcel as 1/2 acre+ single family

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

North: AR-1

South: AR-1

East: AR-1

West: AR-1

Rev 03062020
1. Describe the current use of the property you wish to rezone.
   
   Land is currently undeveloped

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   
   None

3. Describe the use that you propose to make of the land after rezoning.
   
   The proposed use of the land will be a 20 single family home subdivision

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

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 will be similar or the same to adjacent 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
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 8/28/20, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2619 page 673.

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

Owner’s signature ___________________________ Print ___________________________

Owner’s signature ___________________________ Print ___________________________

Owner’s signature ___________________________ Print ___________________________

Sworn and subscribed before me this 19 day of November, 2020.

Notary Public, State of Georgia

Rev 03062020
AUTHORIZATION OF PROPERTY OWNER

I, W. T. WASON JR., being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Kent Elmore - Palmetto Construction Group Date: 11.9.2020

Address: PO Box 272

City: Rincon State: GA Zip Code: 31326

Telephone Number: 912-547-4703 Email: palmetto.construction.group@gmail.com

Signature of Owner

W. T. WASON JR. Owners Name (Print)

Personally appeared before me W. T. WASON JR. (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

This Day 19th of November, 2020

(Notary Seal)

Notary Public

Rev 03062020
STATE OF GEORGIA

COUNTY OF EFFINGHAM

QUITCLAIM DEED

THIS INDENTURE, made this 20th day of August, 2020, between MILLEN TIMBER COMPANY, a Georgia Corporation organized and existing in the State of Georgia, as Party of the first part; hereinafter called Grantor, and FEEDLOT FARMS, INC., a corporation organized and existing in the State of Georgia, as Party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar ($1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, release, convey and forever QUITCLAIM unto the said Grantee, its successors and/or assigns, all of his/her right, title, and interest in and to the following described property, to wit:

All that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, containing 25.00 acres, more or less, that is shown and more particularly described by the plat of survey made by Warren E. Frythe, R.L.S. #1953, dated July 7, 2020, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 28, page 877, which is incorporated into this description by specific reference thereto.

This being a portion of the property conveyed by Weychauser Company to Millen Timber Company as evidenced by that certain Limited Warranty Deed dated January 17, 2018, and recorded in Deed Book 2447, page 620, aforesaid records; and a portion of that property conveyed by Feedlot Farms, Inc.) to Millen Timber Company as evidenced by that certain Quitclaim Deed dated August 10, 2020, recorded in Deed Book 2614, page 451, aforesaid records.

TITLE NOT EXAMINED OR CERTIFIED BY SCRIVENER

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor, by and through its authorized agent, has signed and sealed this deed, the day and year first above written.

MILLEN TIMBER COMPANY

BY: ________________________________

ATTEST: ________________________________

Signed this 20th day of August, 2020
in the presence of:

WITNESS

NOTARY PUBLIC

[Stamp]
Coastal Health District
Lawton C. Davis, M.D., District Health Director
802 Highway 119 South, Post Office Box 350
Springfield, Georgia 31329
Phone: 912-754-6850 | Fax: 912-754-0078

Subdivision Review Checklist

The following information is required for subdivision proposals.

1. Completed Form 13.M Subdivision Analysis Record
2. A boundary plat drawn to a reasonable scale which includes the following items:
   o A vicinity map;
   o Proposed lots and streets including lot identification, dimensions, building lines and square footage of usable soil for each lot;
   o A topographic map depicted in two-foot (2') contour intervals. Additional contour intervals may be required by the County Board of Health.
   o A soil map and soil descriptions based on a high intensity soil study, Level III, conducted in compliance with the Manual for On-Site Sewage Management Systems;
   o The location of all present and proposed wells, water systems, water courses, flood plains, sewage systems, structures, right-of-ways, utilities, storm water drainage systems, proposed road and street construction, grading or disturbance plans, setbacks, and easements on the property and within one hundred feet (100') outside the perimeter of the property; and
   o Statement indicating the proposed lots are/are not located in a groundwater Recharge Area.
   o The name, registration number and seal of the professional surveyor or engineer that prepared the development plan.

3. Lot Drawings
   o 1 drawing per lot, must include: 1" = 50' scale drawing, property lines with lot dimensions, road name(s), soil boundary lines, any drainage features impacting lot (drainage easements/pipes, creeks, lakes, marsh and detention ponds).
   o ONLY ONE LOT PER PAGE AND INCLUDE SUBDIVISION NAME & LOT NUMBER.

4. A copy of the following documents issued by the Environmental Protection Division of the Department of Natural Resources:
   o The land disturbance activity permit issued by either the Environmental Protection Division, or by a governing authority of the applicable county or municipality certified by the director of the Environmental Protection Division pursuant to the Official Code of Georgia Annotated Section 12-7-8(a)
   o A letter of approval to begin construction of a public water supply system and approving the source of the water supply where a public water supply system is to be utilized.

5. The following signature block

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

   ________________________________  ________________________________  ________________
   Signing Authority                Title                              Date
Form 13.M Subdivision Analysis Record

I. GENERAL INFORMATION

Name of Subdivision: Meadows at Midland

Owner/Agent: Kent Elmore

Address:
PO BOX 272
Rincon, GA 31326

Location of Subdivision:
1080 Midland Rd

County: Effingham

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<th>Land District</th>
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Total Area of Subdivision (in acres): 25

Typical Lot Size (in square feet): 2,175

Number of Lots: 26

Typical Home Size (in square feet): 2,200

Typical Number of Bedrooms: 3

Typical Number of Bathrooms: 3

Adjacent Subdivisions

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<th>Location</th>
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<td>Warner Fields</td>
<td>SE</td>
<td>0.4 MI</td>
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<tr>
<td>Victoria Oaks</td>
<td>NW</td>
<td>0.5 MI</td>
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II. SEWAGE DISPOSAL

A. Public Sewage System Availability (existing or under construction)

Name of System: N/A

Owner Name: N/A

Owner Address: N/A

B. Nearest Sewer to Subdivision or Overall Tract if Developed in Sections

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<thead>
<tr>
<th>Distance</th>
<th>Size</th>
<th>Is gravity flow possible?</th>
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<tbody>
<tr>
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<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

If system is under construction, give completion date: N/A

Future availability of sewer (planned or under construction): N/A

Are sewers to be extended to serve this area? N/A

Has the EPD approved plans and specifications? N/A If so, provide approval date: N/A

Estimated date sewer will be available: N/A

Attach letter from responsible public official or community system owner stating position: N/A
### SECTION M | Recommended Lot Sizing Criteria

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<tr>
<th>C. On-Site Sewage Management Systems</th>
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</tr>
<tr>
<td>Are soil reports, soil maps and soil data sheets from approved Soil Classifier attached?</td>
<td><strong>YES</strong></td>
</tr>
</tbody>
</table>

### III. WATER SUPPLY

**Name of Water System:** WATER UTILITY MANAGEMENT

**Nearest Available Main:** COURTHOUSE RD

- **Distance:** 1,900’
- **Size:** 6”
- **Pressure:** 39PSI

If public or community water system is privately owned, provide information below:

<table>
<thead>
<tr>
<th>Owner’s Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>WATER UTILITY MANAGEMENT</td>
<td>28 ABERCORN ST SAVANNAH, GA 31401</td>
</tr>
</tbody>
</table>

If community well, has the EPD issued a source approval? **IN PROCESS**

Has the EPD approved the water supply system? **IN PROCESS**

### B. Future Availability of Water System (Planned, not Under Construction)

<table>
<thead>
<tr>
<th>Name of Engineering Firm:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maupin Engineering, Inc</td>
<td>114 W 42nd Street Savannah, GA 31401</td>
</tr>
</tbody>
</table>

Has the EPD approved plans and specifications? **IN PROCESS**

Attach letter from responsible official or owner stating status on connection of subdivision to public or community water system.

### C. Individual Water Supply

Are individual wells planned for each lot? **NO**

### IV. COMMENTS AND RECOMMENDATIONS

**DPH Representative:**

**Title:**
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 (Kent Elmore as Agent for Millen Timber Company – (Map # 324 Parcel # 115B) from AR-1 to AR-2 zoning.

Yes ☐ 1. Is this proposal inconsistent with the county’s master plan?

Yes ☐ 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as streets, utilities or schools?

Yes ☐ 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes ☐ 4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes ☐ 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes ☐ 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes ☐ 7. Are nearby residents opposed to the proposed zoning change?

Yes ☐ 8. Do other conditions affect the property so as to support a decision against the proposal?
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 (Kent Elmore as Agent for Millen Timber Company – (Map # 324 Parcel # 115B) 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?

Planning Board Meeting – January 25, 2020
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 (Kent Elmore as Agent for Millen Timber Company – (Map # 324 Parcel # 115B) 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 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?

Planning Board Meeting – January 25, 2020
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 (Kent Elmore as Agent for Millen Timber Company – (Map # 324 Parcel # 115B) from AR-1 to AR-2 zoning.

1. Is this proposal inconsistent with the county’s master plan?
2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
7. Are nearby residents opposed to the proposed zoning change?
8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – January 25, 2020
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department Development Services
Meeting Date: February 16, 2021

Item Description: Kent Elmore for Millen Timber Company requests to rezone 25 acres from AR-1 to AR-2 for the future development of Meadows at Midland, a 20 lot residential subdivision. Located on Midland Road, west of Courthouse Road. Map# 324 Parcels# 115B

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 25 acres from AR-1 to AR-2, with conditions.

Executive Summary
• 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-2 allows lots of one acre or more, or the lot may be 21,780 sf with public water but not public sewer.
• The applicant wishes to subdivide the parcel into 20 lots, and therefore must rezone the parcel to AR-2.
• At the January 25 Planning Board meeting, Michael Larson made a motion to approve the request to rezone 25 acres from AR-1 to AR-2, with the following conditions:
  1. Future use of the above-referenced property being rezoned shall meet the requirements of the AR-2 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
• Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request to rezone 25 acres from AR-1 to AR-2, with the following conditions:
   1. Future use of the above-referenced property being rezoned shall meet the requirements of the AR-2 zoning district.
   2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
2. Deny the request to rezone 25 acres from AR-1 to AR-2.

Recommended Alternative: 1  Other Alternative: 2

Department Review: Development Services
FUNDING: N/A

Attachments: 1. Rezoning application and checklist 4. Plat
2. Ownership certificate/authorization 5. Aerial photograph
3. Deed
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 324-115B
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 324-115B
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, KENT ELMORE for MILLEN TIMBER COMPANY, has filed an application to rezone twenty-five and zero hundredths (25) +/- acres; from AR-1 to AR-2 for the future development of Meadows at Midland, a 20 lot residential subdivision; map and parcel number 324-115B, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on February 16, 2021 and notice of said hearing having been published in the Effingham County Herald on January 27, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 30, 2020; and

IT IS HEREBY ORDAINED THAT twenty-five and zero hundredths (25) +/- acres; map and parcel number 324-115B, located in the 1st commissioner district is rezoned from AR-1 to AR-2 with the following conditions:

1. Future use of the above-referenced property being rezoned shall meet the requirements of the AR-2 zoning district.
2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
    WESLEY M. CORBITT, CHAIRMAN

ATTEST: ____________________________
    FIRST/SECOND READING: ________________

STEPHANIE D. JOHNSON
COUNTY CLERK
Staff Report

Subject: Sketch Plan (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: February 16, 2021

Item Description: Kent Elmore for Millen Timber Company requests approval of a Sketch Plan for "Meadows at Midland", a 20-lot residential subdivision. Located on Midland Road west of Courthouse Road. Proposed AR-2 zoning.

Map# 324 Parcel# 115B

Summary Recommendation
Staff has reviewed the application, and recommends approval of the Sketch Plan for Meadows at Midland, a 20-lot subdivision on Midland Road, with conditions.

Executive Summary

- The request for approval of a sketch plan is a requirement of Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 – Sketch Plan.
  
  The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.

- This project will be served by an 8” water line provided by Water Utility Management, LLC, and individual septic systems, and consist of 20 lots ranging in size from 0.5 to 1.67 acres.

- The cul de sac must be paved, and a maintenance easement granted by the property owner in order for the road to be accepted by the county. The cul de sac must comply with Section 7.1.8 Reserved strips and Street plugs. The road must comply with Section 7.1.11 Cul-de-Sac, and not extend more than 800 feet in length.

- The subdivision design must comply with Appendix B – Subdivision Regulations.

- Staff will follow up with a letter summarizing all requirements and recommendations.

- At the January 25 Planning Board meeting, Michael Larson made a motion to approve the Sketch Plan for Meadows at Midland

- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
1. Approve the sketch plan for Meadows at Midland, a 20-lot subdivision on Midland Road.
2. Deny the sketch plan for Meadows at Midland, a 20-lot subdivision on Midland Road.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments: 1. Sketch Plan application
2. Sketch Plan
3. Aerial photograph
4. Water availability letter
EFFINGHAM COUNTY
SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY
Date Received: __________ Project Number: __________ Classification: __________
Date Reviewed: __________ Reviewed by: __________

Proposed Name of Subdivision  Meadows at Midland

Name of Applicant/Agent  Kent Elmore  Phone 912-547-4703

Company Name  Palmetto Construction Group

Address  PO Box 272 Rincon GA 31326

Owner of Record  Millen Timber Company

Address  882 Progress Place  Millen, GA 30442

Engineer  Maupin Engineering, Inc  Phone 912-235-2915

Address  114 W 42nd Street  Savannah, GA 31401

Surveyor  Fretus Engineering - John Farmer  Phone 912-349-3950

Address  315 Commercial Drive Suite D G  Savannah GA 31401

Proposed water  NNM  Proposed sewer  Septic

Total acreage of property  25  Acreage to be divided  25  Number of Lots Proposed  20

Current Zoning  AR-1  Proposed Zoning  AR-2  Tax map - Block - Parcel No  03240115B

Are any variances requested?  None Known  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 17th day of November, 2020

Applicant  
Owner  

Notary  

# EFFINGHAM COUNTY

## SKETCH PLAN CHECKLIST

**OFFICIAL USE ONLY**

Subdivision Name: ____________________________ Project Number: ____________________________

Date Received: ______________ Date Reviewed: ______________ Reviewed by: ____________________________

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

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

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

This 1944 day of November, 2020

[Signature]

Notary

[Signature]

Applicant

Owner

CARI MCFIELD
NOTARY
PUBLIC
CHATHAM COUNTY, GEORGIA

Page 3 of 3
November 24, 2020

Effingham County Development Services
904 N. Pine Street
Springfield, GA 31329

RE: Easement – Cul-de-sac for Meadows at Midland S/D / 1080 Midland Rd

Please allow this letter express my agreement in the following:

For the right to connect to the planned residential roadway, at some point in the future, I agree to allow the cul-de-sac portion of said roadway to be installed on the remaining acreage of parcel #0324011S, as illustrated in the provided sketch plan.

W.T. Wadson, Jr.
Millen Timber Company
December 1, 2020

Maupin Engineering
114 West 42nd Street
Savannah, GA 31404

Dear Owner/Applicant,

The proposed subdivision of Meadows at Midland located at 1080 Midland Road, submitted on November 30, 2020, is DENIED AS APPLIED.

An adequate review is unable to be completed at this time. Please submit the proposed subdivision plan with the soil overlay, soil characteristics and soil classifier wet signature on the 24” x 36” plan for review. Include total square footage and usable square footage for each lot on the plan and lot drawings. Be sure to exclude following land areas which are not considered as a part of a lot when calculating the required minimum usable lot size: right of ways of roads, easements (such as power line or pipe line) that exclude installation of an on-site sewage management system, soil conditions that exclude the installation of an on-site sewage management system, bodies of water, land within 50 feet of a lake, river, stream, wetland or other bodies of water and similar limiting factors.

Your application and supporting documents will be placed on hold and the review will not resume until the above-mentioned items are submitted. Please be aware that future requests and revisions may follow.

Any grading, filling or other landscaping subsequent to the issuance of approval may render the approval/permit void. Failure to follow the site plan may render the approval void. Any grading, filling or other landscaping subsequent to the final inspection by Effingham County, Health Department, Environmental Health Division, which adversely affects the function of the onsite sewage management system, may render approval void. Issuance of a construction permit for an onsite sewage management system and subsequent approval by a representative of the Georgia Department of Public Health or Effingham County Board of Health shall not be constructed as a guarantee that such systems will function satisfactorily for a given period of time.

Any changes to the submitted plan will need to be re-submitted and approved by this department. This does not guarantee functionality, future approval or guarantee of permit issuance and should not be construed as approval. Resubmit a full and complete set of revised plans and any other required information to the Effingham County Health Department, Environmental Health Division. Upon receipt of the full and complete set of plans and any other documentation, the review process will resume.
Submit all items in a single submission. Partial submission will not be reviewed. Please allow up to 20 business days from the date of resubmission for review. A letter will be issued with the findings of the review.

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

Sincerely,

Tiffany Jackson

Tiffany Jackson, MPH, REHS
Environmental Health Specialist
Environmental Health Division
Effingham County Health Department

CC: Teresa Concannon
Planning & Zoning Manager
Effingham County Board of Commissioners
601 N Laurel Street
(912) 754-8063
tconcannon@effinghamcounty.org
Staff Report

Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: February 16, 2021

Item Description: Vicki Inez Miller for Vera McLaughlin requests to rezone 5 acres from AR-1 to AR-2 to subdivide and recombine 1 acre with an adjacent parcel. Located at 179 Frank W Dasher Lane.

Map# 326 Parcels# 13

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5 acres from AR-1 to AR-2, to allow for recombination with an adjacent parcel.

Executive Summary
• 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 plans to split the 5-acre parcel and recombine 1 acre with 326-13, leaving a parcel of 4 acres. Therefore, the entire acreage must be rezoned to AR-2.
• At the January 25 Planning Board meeting, Michael Larson made a motion to approve the request to rezone 5 acres from AR-1 to AR-2, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
• Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request to rezone 5 acres from AR-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. Subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. Deny the request to rezone 5 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments: 1. Rezoning application and checklist 4. Plat
2. Ownership certificate/authorization 5. Aerial photograph
3. Deed
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent: Vicki Jenez Miller Date: 12-13-20

Applicant email address: v.miller75@yahoo.com Phone #: (912) 547-9387

Property owner(s): Vera McLaughlin

Telephone Number: (912) 513-9884

Mailing Address: 179 Frank W. Dasher Lane Guyton, GA 31312

Property location:

Present zoning: AR-1

Proposed zoning: AR-2

Present land-use: living

Proposed land-use: living

Tax Map #: 3260-13 Parcel #: Lot #:

Total Acres: 5 Acres to be rezoned: 5

Lot characteristics:

Water: Public ✓ Private Sewer: Public ✓ Private

Proposed access:

Justification: new home

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

North: South:

East: West:

Rev 03062020
1. Describe the current use of the property you wish to rezone. 

   living and removing one acre to be tied to another

   piece of property

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.

   new home

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?

   no use just a replacing home

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
2

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 

7-17-85, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 19 page 192.

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

Owner’s signature: Vera McLaughlin
Print: Vera McLaughlin

Owner’s signature: __________________________
Print: __________________________

Owner’s signature: __________________________
Print: __________________________

Sworn and subscribed before me this 14th day of December, 2020.

Notary Public, State of Georgia

Rev 03062020
AUTHORIZATION OF PROPERTY OWNER

I, Vicki Jerez Miller, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states: That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Vicki Jerez Miller

Address: 199 Frank W. Dasher Lane

City: Guyton State: GA Zip Code: 31312

Telephone Number: (912) 541-9387 Email: Vmiller75@yahoo.com

Signature of Owner: Vera McLaughlin

Date: 12-13-20

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

This Day 14th of December 2020

Notary Public

Rev 03062020
STATE OF GEORGIA  COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 17th day of July, 1935, between FRANK W. DASHER of the FIRST PART, and VERA D. CARTER of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the natural love and affection he has for his daughter, the said SECOND PARTY herein, has granted, given, conveyed and confirmed and by these presents does grant, give, convey and confirm unto the said party of the SECOND PART, her heirs and assigns, all of the following described property, to wit:

ALL that certain tract or parcel of land situate, lying and being in the 1539th G.M. District of Effingham County, Georgia, containing Five (5) acres, more or less, and being bounded on the north by lands of Frank W. Dasher, a distance of 660 feet; on the east by lands of Frank W. Dasher, a distance of 330 feet; on the south by lands of Frank W. Dasher, a distance of 660 feet and on the west by lands of Frank W. Dasher, a distance of 330 feet.

Express reference is hereby made to a plat of said lands made by Paul D. Wilder, R.L.S. #1559, dated July 8, 1935 and recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Record Book 19, page 192, for better determining the metes and bounds of said lands herein conveyed.

ALSO, a right-of-way access easement sixty (60) feet wide, extending from the westerly boundary line of the property above described to a point where it intersects with Georgia State Highway 91.

Express reference is hereby made to the above described plat for better determining the metes and bounds of said right-of-way access easement. Said right-of-way access easement to be used for ingress and egress as well as for utility easements.

Effingham County, Georgia

Real Estate Transfer Tax

Paid $ 0.00

Date 7-17-35

[Signature]

Deputy Clerk of Superior Court

TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members and appurtenances thereto appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, her heirs, executors, administrators and assigns, in FEE-SIMPLE.

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

[Signature]
FRANK W. DASHER (SEAL)

Signed, sealed and delivered in the presence of:

[Signature]

RECORDED July 17, 1935

CLERK OF SUPERIOR COURT
DATE: NOVEMBER 24, 2020
By: Warren E Poythress
Registered Land Surveyor No. 1953
Address: 991 Hunters Road
Sylvania, Georgia 30467
Cell Phone: 912-531-1453
Telephone: 912-857-3288
Equipment - Sokkia GR5 - GPS
Topcon 303
FINAL PLAT CLOSURE = 152276

SURVEYOR'S CERTIFICATION
As required by subsection(d) of O.C.C.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificated, signatures, stamps or statements herein. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.C.A. Section 15-6-67.

WARREN E. POYTHRESS, REGISTERED LAND SURVEYOR, NO. 1953
11-24-20

PROPERTY SURVEY
FOR
VICKI MILLER
LOCATED IN THE 10TH G. M. D., EFFINGHAM COUNTY, GEORGIA

PARCEL NUMBER 2 IS TO BE ADDED TO OTHER LANDS OF VERA MCLAUGHLIN AS RECORDED IN DEED BOOK 1213 PAGE 102 AND PLAT SLIDE C68C1 AND BECOMES A SINGLE TRACT OF LAND PURSUANT TO THE PROVISIONS OF THE EFFINGHAM COUNTY ZONING ORDINANCE AND CANNOT BE SOLD SEPARATELY.
179 Frank W Dasher Lane
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 (Vicki Inez Miller as Agent for Vera McLaughlin—(Map # 326 Parcel # 13) from AR-1 to AR-2 zoning.

Yes ☑ 1. Is this proposal inconsistent with the county’s master plan?

Yes ☑ 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes ☑ 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes ☑ 4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes ☑ 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes ☑ 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes ☑ 7. Are nearby residents opposed to the proposed zoning change?

Yes ☑ 8. Do other conditions affect the property so as to support a decision against the proposal?
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 (Vicki Inez Miller as Agent for Vera McLaughlin– (Map # 326 Parcel # 13) 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?
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 (Vicki Inez Miller as Agent for Vera McLaughlin– (Map # 326 Parcel # 13) 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?
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 (Vicki Inez Miller as Agent for Vera McLaughlin– (Map # 326 Parcel # 13) 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: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: February 16, 2021
Item Description: Vicki Inez Miller for Vera McLaughlin requests to rezone 5 acres from AR-1 to AR-2 to subdivide and recombine 1 acre with an adjacent parcel. Located at 179 Frank W Dasher Lane.

Map# 326 Parcels# 13

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5 acres from AR-1 to AR-2, to allow for recombination with an adjacent parcel.

Executive Summary
- 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 plans to split the 5-acre parcel and recombine 1 acre with 326-13, leaving a parcel of 4 acres. Therefore, the entire acreage must be rezoned to AR-2.
- At the January 25 Planning Board meeting, Michael Larson made a motion to approve the request to rezone 5 acres from AR-1 to AR-2, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request to rezone 5 acres from AR-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. Subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. Deny the request to rezone 5 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Deed
4. Plat
5. Aerial photograph
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 326-13
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 326-13

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, VICKI INEZ MILLER for VERA MCLAUGHLIN, has filed an application to rezone five and zero hundredths (5) +/- acres; from AR-1 to AR-2 to allow for recombination with an adjacent parcel; map and parcel number 326-13, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on February 16, 2021 and notice of said hearing having been published in the Effingham County Herald on January 27, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 30, 2020; and

IT IS HEREBY ORDAINED THAT five and zero hundredths (5) +/- acres; map and parcel number 326-13, 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. Subdivision plat must be approved by the Zoning Administrator, 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 M. CORBITT, CHAIRMAN

ATTEST: ______________________________

FIRST/SECOND READING: ______________

STEPHANIE D. JOHNSON
COUNTY CLERK
Staff Report
Subject: Variance (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: February 16, 2021

Item Description: Edward Ringer requests a variance to allow for the placement of an accessory structure in a front yard. Located at 200 Green Bridge Lane. Map# 352G Parcel# 4

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance for placement of an accessory structure in a front yard.

Executive Summary
• 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.

• AR-2 setbacks are: 50' (front), 25' (rear), 15' (side), and 50' (side street).
• The primary structure is set back over 120' from Green Bridge Lane, and is placed diagonally on the 1.55-acre lot. The remaining side and rear yard are intended to be used for gardening. The proposed accessory building will be located adjacent to the existing driveway in front of the front setback.
• At the January 25 Planning Board meeting, Michael Larson made a motion to approve the request for a variance for placement of an accessory structure in a front yard with the following conditions:

  1. The accessory building must comply with AR-2 primary building setbacks of 50’ from the front and side street property lines.
  2. A vegetative buffer must screen the accessory building from Green Bridge Lane and Green Bridge Way.

• Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
1. **Approve** request for a variance to place an accessory structure in a front yard, with the following conditions:
   1. The accessory building must comply with AR-2 primary building setbacks of 50’ from the front and side street property lines.
   2. A vegetative buffer must screen the accessory building from Green Bridge Lane and Green Bridge Way.

2. **Deny** the request for a variance to place an accessory structure in a front yard.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Variance application
2. Ownership certificate
3. Site plan
4. Aerial photograph
EFFINGHAM COUNTY
APPLICATION FOR A VARIANCE OR CONDITIONAL USE

DATE 12-8-2020

APPLICANT/AGENT NAME: Ed Ringer
APPLICANT/AGENT EMAIL: eringer@sbcglobal.net
APPLICANT/AGENT PHONE #: 912-414-0299
PROPERTY OWNER(s): Edward and Ellen Ringer
PROPERTY OWNER PHONE #: 912-414-0299 EMAIL eringer@sbcglobal.net
MAILING ADDRESS 200 Green Bridge Lane
PROPERTY LOCATION 200 Green Bridge Lane
PHONE # 912-414-0299 EMAIL ADDRESS eringer@sbcglobal.net
MAP # PARCEL # 352G-1
ZONING AR-2 ACREAGE 1.56

NAME OF DEVELOPMENT (IF APPLICABLE)
Green Bridge Farms

SECTION NUMBER(S) OF THE ORDINANCE FROM WHICH A VARIANCE / CONDITIONAL USE IS REQUESTED

DESCRIBE THE REQUESTED VARIANCE / CONDITIONAL USE
Want to build a garage across from
and in front of main house
EXPLAIN WHY THE VARIANCE OR CONDITIONAL USE IS BEING REQUESTED

To build a garage in front of main house.

Per original plans - site is located + accessible to
build garage. Back door to this and well septic.

THE FOLLOWING ITEMS MUST BE SUBMITTED AT TIME OF APPLICATION:

☐ A COPY OF THE SITE PLAN THAT CLEARLY ILLUSTRATES THE REQUESTED VARIANCE OR CONDITIONAL USE IN RELATION TO THE AFFECTED SITE AND TO SURROUNDING PARCELS AND USES. A REPRODUCABLE COPY OF THIS PLAN, NO LARGER THAN 11” x 17”, MUST BE SUBMITTED.

☐ OWNERSHIP CERTIFICATE

☐ FILING FEE - $200.00

☐ IF DESIRABLE, ADDITIONAL NARRATIVE THATExplains HOW AND WHY THE REQUESTED VARIANCE OR CONDITIONAL USE MEETS THE CRITERIA OF SECTION 7.1.8 & 7.1.6 OF THE EFFINGHAM COUNTY ZONING ORDINANCE.

SIGN ____________________________ DATE ____________________________

**Please include a copy of the plat identifying existing structures and imply future structures**

**************************************************************************

OFFICIAL USE ONLY

DATE RECEIVED __________ TIME __________ ACCEPTED BY _______________

DATE APPROVED BY COUNTY COMMISSIONERS __________
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date [Feb 6, 2014], on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2229 page 332.

Owner’s signature: ________________________________

Owner’s signature: ________________________________ (if applicable)

Owner’s signature: ________________________________ (if applicable)

************************************************************************************************************

AUTHORIZATION OF PROPERTY OWNER
(Please complete this section if the owner is giving another person authority to act on their behalf)

I authorize the person named below to act as applicant/agent in the pursuit of a variance, conditional use, or rezoning of my property.

Name of Applicant/Agent: ________________________________

Address: ____________________________________________

Telephone #: __________________ email: __________________

Personally appeared before me __________________________ who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary: ___________________________ Seal

Date: ___________________________
Staf Report
Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department Development Services
Meeting Date: February 16, 2021
Item Description: Edward Ringer requests a variance to allow for the placement of an accessory structure in a front yard. Located at 200 Green Bridge Lane. Map# 352G Parcel# 4

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance for placement of an accessory structure in a front yard

Executive Summary
• 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.

• AR-2 setbacks are: 50’ (front), 25’ (rear), 15’ (side), and 50’ (side street).
• The primary structure is set back over 120’ from Green Bridge Lane, and is placed diagonally on the 1.55-acre lot. The remaining side and rear yard are intended to be used for gardening. The proposed accessory building will be located adjacent to the existing driveway in front of the front setback.
• At the January 25 Planning Board meeting, Michael Larson made a motion to approve the request for a variance for placement of an accessory structure in a front yard with the following conditions:

  1. The accessory building must comply with AR-2 primary building setbacks of 50’ from the front and side street property lines.
  2. A vegetative buffer must screen the accessory building from Green Bridge Lane and Green Bridge Way.
• Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request for a variance to place an accessory structure in a front yard, with the following conditions:

   1. The accessory building must comply with AR-2 primary building setbacks of 50’ from the front and side street property lines.
   2. A vegetative buffer must screen the accessory building from Green Bridge Lane and Green Bridge Way.

2. Deny the request for a variance to place an accessory structure in a front yard.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Variance application
2. Ownership certificate
3. Site plan
4. Aerial photograph
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 352G-4
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 352G-4

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, EDWARD RINGER, has filed an application for a variance to allow an accessory building in the front yard on an AR-2 parcel; map and parcel number 352G-4, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on February 16, 2021 and notice of said hearing having been published in the Effingham County Herald on January 27, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 30, 2020; and

IT IS HEREBY ORDAINED THAT a variance to allow an accessory building in the front yard on an AR-2 parcel; map and parcel number 352G-4, located in the 1st commissioner district is approved, with the following conditions:

1. The accessory building must comply with AR-2 primary building setbacks of 50’ from the front and side street property lines.
2. A vegetative buffer must screen the accessory building from Green Bridge Lane and Green Bridge Way.

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

This ______ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
    WESLEY M. CORBITT, CHAIRMAN

ATTEST: ____________________________
    FIRST/SECOND READING: ____________

STEPHANIE D. JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: February 16, 2021
Item Description: Patrick & Rebecca Jerome request to rezone 6.85 acres from AR-1 to AR-2 for the creation of a 3-lot subdivision. Located at 1363 Lowground Road.

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 6.85 acres from AR-1 to AR-2 for the creation of a 3-lot subdivision, with conditions.

Executive Summary
- 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 plans to subdivide the parcel into three home sites, and therefore must rezone to AR-2.
- At the January 25 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 6.85 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. The plat shall include a 60’ access easement to the middle and rear parcels.
  3. The subdivision plat shall be approved by the Department of Environmental Health and the Zoning Administrator, and must be recorded before the rezoning can take effect.
  4. All wetland impacts must be approved and permitted by USACE.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives
1. **Approve** request to rezone 6.85 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. The plat shall include a 60’ access easement to the middle and rear parcels.
   3. The subdivision plat shall be approved by the Department of Environmental Health and the Zoning Administrator, and must be recorded before the rezoning can take effect.
   4. All wetland impacts must be approved and permitted by USACE.
2. **Deny** the request to rezone 6.85 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments: 1. Rezoning application and checklist 4. Plat
2. Ownership certificate 5. Aerial photograph
3. Deed
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent: Patrick and Rebecca Jerome  
Date: 11-24-2020

Applicant email address: rebeccajerome@me.com  
Phone #: 708-218-3158

Property owner(s): Patrick and Rebecca Jerome  
email: rebeccajerome@me.com

Telephone Number: 708-218-8738

Mailing Address: 1363 Lowground Rd, Guyton, GA 31312

Property location: 1363 Lowground Rd, Guyton, GA 31312

Present zoning: AR-1

Proposed zoning: AR-2

Present land-use: Personal

Proposed land-use: Multi-family  Home site - Single family

Tax Map #: Parcel #: 393-23  Lot #:

Total Acres: 6.85  Acres to be rezoned: 6.85

Lot characteristics:

Water: Public  Private  
Sewer: Public  

Proposed access: Dirt Road

Justification:

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.

   Personal - single family

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

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

   Sell individual lots/homes for single family

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

   Single family

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

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

   No
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date _______October______, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2632 page 871-872

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

Owner's signature __________________________________________
Print ______________________________________________________

Owner's signature __________________________________________
Print ______________________________________________________

Owner's signature __________________________________________
Print ______________________________________________________

Owner's signature __________________________________________
Print ______________________________________________________

Sworn and subscribed before me this 30th day of November, 2020

__________________________
Rikki J Mathews
Notary Public, State of Georgia
STATE OF GEORGIA

COUNTY OF EFFINGHAM

WARRANTY DEED

THIS INDENTURE, made this 21st day of October, 2020, between TIMOTHY E. DOYLE and ROSEMARY M. DOYLE, of the County of Bulloch, and the State of Georgia, as party of the first part, hereinafter referred to as the "Grantor", and REBECCA JEROME and JEAN-PATRICK JEROME, of the County of Bulloch, and the State of Georgia, as party of the second part, hereinafter collectively referred to as "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars, and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all of the following described property, to wit:
All that certain lot, tract or parcel of land situate, lying and being in the 10th G. M. District, Effingham County, Georgia, containing 6.85 acres, more or less, having a frontage of 219.97 feet on County Road No. 175, bounded on the Northeast by lands now or formerly belonging to Ronald Futch and lands now or formerly belonging to Lynn N. Woodbury; on the Southeast by lands now or formerly belonging to Bartow S. Zipperer; on the Southwest by a 10.00 acre, more or less, parcel of lands belonging to Timothy E. Doyle and Rosemary N. Doyle; and on the Northwest by County Road No. 175, this is shown and more particularly described by the plat of survey made by Wilder Surveying & Mapping, dated February 23, 1983, recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record 16, page 80, which is incorporated into this description by specific reference thereto.

TO HAVE AND TO HOLD the said tract or parcel of land, with all 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 Grantor has signed and sealed this deed, the day and year above written.

Timothy E. Doyle Sr.  
TIMOTHY E. DOYLE

Rosemary Doyle  
ROSEMARY M. DOYLE

Signed, sealed and delivered in the presence of:

Witness

Notary Public  
My Commission Expires: 01/15/22

[SEAL]
December 30, 2020

Effingham County Zoning Board
Springfield, GA 31329

Re: Patrick & Rebecca Jerome
1363 Lowground Road Guyton, GA
PIN 393-23
Total Acres: 6.85 Acres to be rezoned: 6.85

To Whom It May Concern:

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

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval
   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

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

Sincerely,

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
Plat of
10.00 acres divided from property of Dwight C. Zipperer for
Timothy E. Doyle & Rosemary M. Doyle.
Reference: Surveyor's record 6, page 121.

Error of closure:
Field data: 37.40
Angular error: 0.2 per Δ point
Plat closure: 1/30.5 ± 1/25
Adjusted by compass rule.
Equipment used:
05° theodolite
Electronic distance meter.

Location: Sandy IS
Muscogee County, Georgia
Scale: 1 inch = 100 feet
Date: Feb 25, 1987 File No. 955-8
Wilder Surveying & Mapping
Birmingham, Georgia.
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 (Patrick & Rebecca Jerome– (Map # 393 Parcel # 23) from AR-1 to AR-2 zoning.

1. Is this proposal inconsistent with the county’s master plan?

Yes

2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes

3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes

4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes

5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes

6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes

7. Are nearby residents opposed to the proposed zoning change?

Yes

8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – January 25, 2020

BY

1/25/2021
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 (Patrick & Rebecca Jerome – (Map # 393 Parcel # 23) 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?
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 (Patrick & Rebecca Jerome– (Map # 393 Parcel # 23) 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?
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Yes No? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
Yes No? 7. Are nearby residents opposed to the proposed zoning change?
Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – January 25, 2020
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 (Patrick & Rebecca Jerome– (Map # 393 Parcel # 23) 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?

Planning Board Meeting – January 25, 2020
Staff Report

Subject:  2nd Reading Zoning Map Amendment
Author:  Teresa Concannon, AICP, Planning & Zoning Manager
Department:  Development Services
Meeting Date:  February 16, 2021
Item Description:  Patrick & Rebecca Jerome request to rezone 6.85 acres from AR-1 to AR-2 for the creation of a 3-lot subdivision. Located at 1363 Lowground Road.

Map# 393 Parcel# 23

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 6.85 acres from AR-1 to AR-2 for the creation of a 3-lot subdivision, with conditions.

Executive Summary

• 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 plans to subdivide the parcel into three home sites, and therefore must rezone to AR-2.
• At the January 25 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 6.85 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. The plat shall include a 60’ access easement to the middle and rear parcels.
  3. The subdivision plat shall be approved by the Department of Environmental Health and the Zoning Administrator, and must be recorded before the rezoning can take effect.
  4. All wetland impacts must be approved and permitted by USACE.
• Michael Larson seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request to rezone 6.85 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. The plat shall include a 60’ access easement to the middle and rear parcels.
   3. The subdivision plat shall be approved by the Department of Environmental Health and the Zoning Administrator, and must be recorded before the rezoning can take effect.
   4. All wetland impacts must be approved and permitted by USACE.
2. Deny the request to rezone 6.85 acres from AR-1 to AR-2.

Recommended Alternative:  1
Other Alternatives:  2

Department Review:  Development Services
FUNDING:  N/A
Attachments:
1. Rezoning application and checklist
2. Ownership certificate
3. Deed
4. Plat
5. Aerial photograph
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 393-23
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 393-23

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, PATRICK & REBECCA JEROME have filed an application to rezone six and eighty-five hundredths (6.85) +/- acres; from AR-1 to AR-2 for the creation of a 3-lot subdivision; map and parcel number 393-23, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on February 16, 2021 and notice of said hearing having been published in the Effingham County Herald on January 27, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 30, 2020; and

IT IS HEREBY ORDAINED THAT six and eighty-five hundredths (6.85) +/- acres; map and parcel number 393-23, located in the 2nd 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. The plat shall include a 60’ access easement to the middle and rear parcels.
3. The subdivision plat shall be approved by the Department of Environmental Health and the Zoning Administrator, and must be recorded before the rezoning can take effect.
4. All wetland impacts must be approved and permitted by USACE.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
WESLEY M. CORBITT, CHAIRMAN

ATTEST: __________________________
FIRST/SECOND READING: __________

STEPHANIE D. JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: February 16, 2021

Item Description: Kash Redmond requests to rezone 2 of 58 acres from AR-1 to AR-2 for the creation of a home site. Located at 986 Courthouse Road. Map# 368 Parcels# 8B

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2 of 58 acres from AR-1 to AR-2, with conditions.

Executive Summary
- 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 plans to subdivide a 2-acre parcel for a home site, and therefore must rezone it to AR-2.
- At the January 25 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 2 acres from AR-1 to AR-2, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. The subdivision plat must be approved by the Department of Environmental Health and the Zoning Administrator, and be recorded before the rezoning can take effect.
  3. All wetland impacts must be approved and permitted by USACE.
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request to rezone 2 acres from AR-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. The subdivision plat must be approved by the Department of Environmental Health and the Zoning Administrator, and be recorded before the rezoning can take effect.
   3. All wetland impacts must be approved and permitted by USACE.
2. Deny the request to rezone 2 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

FUNDING: N/A

Department Review: Development Services

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

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent: Kash Redmond

Applicant email address: kashedmond62@gmail.com

Property owner(s): Kash & Lisa Redmond

Telephone Number: (912) 433-8903

Mailing Address: 986 Courthouse Road

Property location: 986 Courthouse Road

Present zoning: AR-1

Proposed zoning: AR-2

Present land-use: Pine Trees

Proposed land-use: Home

Tax Map #: 308

Parcel #: 58B

Lot #: 

Total Acres: 58

Acres to be rezoned: 2

Lot characteristics:

Water: Public

Private

Sewer: Public

Private

Proposed access: Courthouse Rd

Justification:

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

North: AR-1

South: AR-1

East: AR-1

West: AR-1

Rev 03062020
1. Describe the current use of the property you wish to rezone.
   
Pine Trees

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.
   
My Son is going to Homestead

4. Describe the uses of the other property in the vicinity of the property you wish to rezone.
   
Residential, Agriculture, Mine

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?
   
Maintaining AE distinction appropriate for surrounding

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
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

Kash Redmond 12/12/2011

on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 02028 page 0287.

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

Owner’s signature ___________________________ Print ___________________________

Owner’s signature ___________________________ Print ___________________________

Owner’s signature ___________________________ Print ___________________________

Sworn and subscribed before me this 15th day of December, 2020

Kathleen Erin Dunnigan
Notary Public, State of Georgia

KATHLEEN ERIN DUNNIGAN
NOTARY EXPIRES GEORGIA
JUNE 2, 2024
PUBLIC

REV 03062020
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 02028 page 0257.

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

Owner’s signature ___________________________ Print ___________________________

Owner’s signature ___________________________ Print ___________________________

Owner’s signature ___________________________ Print ___________________________

Sworn and subscribed before me this ______ day of ____________, 20__.

Notary Public, State of Georgia

Rev 03062020
QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF 

This indenture made this the 20th day of December 2011, between Kash Redmond as GRANTOR, and Kash Redmond as GRANTEE.

WITNESSETH:

That the GRANTOR, on behalf of himself, his heirs, executors, administrators, successors, representatives and assigns, for and in consideration of the sum of ONE DOLLAR, cash in hand paid at or before delivery of this document, the receipt of which is hereby acknowledged, has bargained and sold and by this document does grant, bargain, sell, convey, remise, release and forever QUIT CLAIMS unto said GRANTEE, on behalf of himself, his heirs, executors, administrators, successors, representatives and assigns, all the right, title, interest, claim or demand which the GRANTOR may have had in and to the following described property:

Address: 999 Courthouse Rd Lot: 17 Tract: 6 Parcel: 6
Block: __ Plat Book # __ page __ Superior Court of

TO HAVE AND TO HOLD the said tract of land, with all singular the rights, members and appurtenances thereof, so that neither GRANTOR nor any other person claiming under him shall at any time claim or demand any right, title or interest to the said tract of land or its appurtenances.

IN WITNESS THEREOF, the said GRANTOR has herewith set his hand and seal, the day and year first above written.

[Signature]

[State of GEORGIA]

[County of ]

The foregoing instrument was acknowledged before me this 20th day of December 2011 by Kas Redmond (name of Principal), who is personally known to me or who has produced as identification.

[Signature]

[Notary Public
State of Georgia
Notary Public
State of Georgia
Name of Notary Public
Name of Notary Public
Effingham County
Effingham County]
Effingham County, GA

Parcel ID: 03680008800
Class Code: Consv Use
Taxing District: O1-County

Acres: 58.13
(Note: Not to be used on legal documents)

Owner: REDMOND KASH & LISA
Physical Address: 986 COURTHOUSE RD
Assessed Value: $280869

Last 2 Sales:
- Date: 12/12/2011, Price: 0, Reason: U, Qual: U
- Date: 11/15/2010, Price: 0, Reason: U, Qual: U

Date created: 12/31/2020
Last Data Uploaded: 12/31/2020 12:49:00 AM

Developed by Schneider Geospatial
December 30, 2020

Effingham County Zoning Board
Springfield, GA 31329

Re: Kash Redmond
Courthouse Road, Springfield, GA
PIN 368-8B
Total Acres: 58.0 Acres to be rezoned: 2.0

To Whom It May Concern:

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

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
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If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

[Signature]

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  

DISAPPROVAL

Of the rezoning request by applicant (Kash Redmond – (Map # 368 Parcel # 8B) from AR-1 to AR-2 zoning.

Yes ☑  1. Is this proposal inconsistent with the county’s master plan?

Yes ☑  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes ☑  3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes ☑  4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes ☑  5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes ☑  6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes ☑  7. Are nearby residents opposed to the proposed zoning change?

Yes ☑  8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – January 25, 2020

BKS 1/25/2021
EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

**APPROVAL**

**DISAPPROVAL**

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

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

Planning Board Meeting – January 25, 2020
EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL DISAPPROVAL

Of the rezoning request by applicant (Kash Redmond – (Map # 368 Parcel # 8B) 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?
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 (Kash Redmond – (Map # 368 Parcel # 8B) 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 use that is 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?

Planning Board Meeting – January 25, 2020
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: February 16, 2021
Item Description: Kash Redmond requests to rezone 2 of 58 acres from AR-1 to AR-2 for the creation of a home site. Located at 986 Courthouse Road.

Map# 368 Parcels# 8B

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2 of 58 acres from AR-1 to AR-2, with conditions.

Executive Summary
- 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 plans to subdivide a 2-acre parcel for a home site, and therefore must rezone it to AR-2.
- At the January 25 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 2 acres from AR-1 to AR-2, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. The subdivision plat must be approved by the Department of Environmental Health and the Zoning Administrator, and be recorded before the rezoning can take effect.
  3. All wetland impacts must be approved and permitted by USACE.
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
1. **Approve** request to rezone 2 acres from AR-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. The subdivision plat must be approved by the Department of Environmental Health and the Zoning Administrator, and be recorded before the rezoning can take effect.
   3. All wetland impacts must be approved and permitted by USACE.
2. **Deny** the request to rezone 2 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 446-13
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 446-13
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, TODSS ALLEN, for KYLE J. BALK, has filed an application to rezone ten and zero hundredths (10) +/- acres; from R-1 to R-6 for the future development of Oglethorpe Landing, a 34-lot residential subdivision; map and parcel number 446-13, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on February 16, 2021 and notice of said hearing having been published in the Effingham County Herald on January 27, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 30, 2020; and

IT IS HEREBY ORDAINED THAT ten and zero hundredths (10) +/- acres; map and parcel number 446-13, located in the 5th commissioner district is rezoned from R-1 to R-6 with the following conditions:

1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
4. A statement requiring lot owners to place a privacy fence at the rear of each lot, at the 15’ vegetative buffer line, shall be included on the plat of each lot, and in the form of a covenant to be recorded in the deed of each lot.

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

This _____ day of ________________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
WESLEY M. CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: ______________

STEPHANIE D. JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: February 16, 2021
Item Description: Freddie H. Mitchell requests to rezone 3.06 of 13.06 acres from AR-1 to AR-2 for the creation of two additional home sites. Located at 205 White Branch Drive.

Map# 393 Parcel# 8A

Summary Recommendation
Staff has reviewed the application, and recommends denial of the request to rezone 3.06 of 13.06 acres from AR-1 to AR-2, as the private road currently serves at least three parcels, and additional parcels are prohibited without road improvements.

Executive Summary
• 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 the property into a 3.06 acre parcel with the existing home site, and two new 5-acre parcels for two additional home sites on an easement/private road, and therefore must rezone to AR-2.
• Section 6.2.12(1) limits the number of parcels served by an easement or private road to three. White Branch Road currently serves at least three parcels.
• According to section 6.2.12(7), lots served by a private access road may not be re-subdivided unless the private road is upgraded to county street standards.
• At the January 25 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 3.06 of 13.06 acres from AR-1 to AR-2, to create new parcels on a private road.
• Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
1. Deny the request to rezone 3.06 acres from AR-1 to AR-2.
2. Approve request to rezone 3.06 acres from AR-1 to AR-2.

Recommended Alternative: 1  Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments: 1. Rezoning application and checklist 4. Plat
2. Ownership certificate 5. Aerial photograph
3. Deed
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent: FREDDIE W. MITCHELL  Date: 12-10-2016

Applicant email address: mitchel@ie.com  Phone #: 912-998-0863

Property owner(s): FREDDIE W. MITCHELL  Email: mitchel@ie.com

Telephone Number: (912) 998 0863

Mailing Address: 205 White Branch Drive 31312

Property located: EFFINGHAM COUNTY

Present zoning: AR 1

Proposed zoning: AR 2

Present land-use: Residential

Proposed land-use: Residential

Tax Map #: 393-08A  Parcel #: 1  Lot #: 03930008A00

Total Acres: 13.06  Acres to be rezoned: 3.06

Lot characteristics:

Water: Well Public  Private  Sewer: Public  Private

Proposed access: 5 acres  5 acres  3.06 acres

Justification: Split Property For Family - (Grandson, Son, Son)

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

North: AR 1

South: AR 2

East: AR 1

West: AR 1

Rev 03062020
1. Describe the current use of the property you wish to rezone.

   Family Home

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.

   Current: Family Home
   Proposed: Wooded and wetlands

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

   Wooded and wetlands

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

   In keeping with surrounding 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?

   None

Rev 03062020
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 8/26/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2804 page 299-300.

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

Owner’s signature ______________________ Print FREDIE H. MITCHELL
Owner’s signature ______________________ Print
Owner’s signature ______________________ Print

Sworn and subscribed before me this 9th day of December, 2020

Notary Public, State of Georgia
PB Presentment 12
February 16, 2021

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, made the 26th day of August, 2016, by and between, FREDDIE H. MITCHELL, II AND JOAN K. MITCHELL, as GRANTORS of Effingham County, Georgia; and FREDDIE H. MITCHELL AND PATRICIA A. MITCHELL, as GRANTEEES of Effingham County, Georgia;

WITNESSETH:

That the GRANTORS, for and in consideration of the natural love and affection they have for GRANTEEES, and the sum of One Dollar ($1.00) together with other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does give, grant and convey, and by these presents does hereby give, grant, and convey unto the said GRANTEE, their heirs and assigns, the following described property, to wit:

All that tract or parcel of land lying and being in the 9th G.M. District of, Effingham County, Georgia, being shown and designated at Parcel 1, containing Thirteen and Six Hundredths (13.06) acres on that tract prepared by Adolph N. Michels, Registered Land Surveyor No. 1323, dated February 18, 2016, and recorded in Plat Book D172, Page A11, Office of the Clerk of Superior Court, Effingham County, Georgia, which plat is by reference incorporated herein for all purposes of description.

Said tract being bounded now or formerly as follows: on the north by, Parcel 2, lands now or formerly of Freddie H. Mitchell, II and Joan K. Mitchell; on the east by a White Branch Drive, a sixty (60) foot access and utility easement; on the South by lands now or formerly of Michael Wooten; and on the southwest by lands of Kenneth Wilkins; and on the northwest by lands of Muriel and Tommy Strickland. Said property is subject to any and all easements and restrictions of records.
Together with and subject to that certain Sixty (60) foot wide access and utility easement shown on that plat recorded in Plat Cabinet B, Page 168F, aforesaid records, running from Low Ground Road, a/k/a County Road #175, to the Northernmost property line of the above described conveyed hereunder for the purpose of ingress, egress and for the location of any and all utility installations benefiting the said property, other properties appurtenant to said easements, and maintenance of same.

THE AFORESAID PLAT AND THE DESCRIPTION THEREON ARE BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the said described property, with all and singular its rights, members and appurtenances, thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of GRANTEE, his heirs and assigns, in FEE SIMPLE FOREVER.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESS

NOTARY PUBLIC

Signed, sealed and delivered in the presence of:

WITNESS

NOTARY PUBLIC

(SEAL)

FRIDAY H. MITCHELL, II

(SEAL)

JOAN K. MITCHELL

NOT EXAMINED BY SCRIVENER
December 30, 2020

Effingham County Zoning Board
Springfield, GA 31329

Re: Freddie Mitchell
Pin #393-8A
Total Acres: 13.06 Acres to be rezoned: 3.06

To Whom It May Concern:

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

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval
   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.

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

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

Sincerely,

Darrell M. O’Neal, MPA
Environmental Health County Manager
Effingham County Health Department
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 (Freddie H. Mitchell—(Map # 393 Parcel # 8A) from AR-1 to AR-2 zoning.

☐ Yes ☐ No 1. Is this proposal inconsistent with the county’s master plan? The additional lots could cause more traffic on unmaintained road.

☐ 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?

Planning Board Meeting – January 25, 2020

BKS 1/25/2021
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 (Freddie H. Mitchell—(Map # 393 Parcel # 8A) 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?
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 (Freddie H. Mitchell—(Map # 393 Parcel # 8A) 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 reasonable economic use under existing zoning?

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

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

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

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

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ______  DISAPPROVAL ______

Of the rezoning request by applicant (Freddie H. Mitchell—(Map # 393 Parcel # 8A) 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: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: February 16, 2021
Item Description: Freddie H. Mitchell requests to rezone 3.06 of 13.06 acres from AR-1 to AR-2 for the creation of two additional home sites. Located at 205 White Branch Drive.

Map# 393 Parcel# 8A

Summary Recommendation
Staff has reviewed the application, and recommends denial of the request to rezone 3.06 of 13.06 acres from AR-1 to AR-2, as the private road currently serves at least three parcels, and additional parcels are prohibited without road improvements.

Executive Summary
• 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 the property into a 3.06 acre parcel with the existing home site, and two new 5-acre parcels for two additional home sites on an easement/private road, and therefore must rezone to AR-2.
• Section 6.2.12(1) limits the number of parcels served by an easement or private road to three. White Branch Road currently serves at least three parcels.
• According to section 6.2.12(7), lots served by a private access road may not be re-subdivided unless the private road is upgraded to county street standards.
• At the January 25 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 3.06 of 13.06 acres from AR-1 to AR-2, to create new parcels on a private road.
• Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
1. Deny the request to rezone 3.06 acres from AR-1 to AR-2.
2. Approve request to rezone 3.06 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 393-8A
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 393-8A
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, FREDDIE H. MITCHELL has filed an application to rezone three and six hundredths (3.06) +/- acres; from AR-1 to AR-2 for the creation of home site; map and parcel number 393-8A, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on February 16, 2021 and notice of said hearing having been published in the Effingham County Herald on January 27, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 30, 2020; and

IT IS HEREBY ORDAINED THAT three and six hundredths (3.06) +/- acres; map and parcel number 393-8A, located in the 4th commissioner district is rezoned from AR-1 to AR-2 with the following conditions:

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY M. CORBITT, CHAIRMAN

ATTEST: ____________________________
FIRST/SECOND READING: _____________

STEPHANIE D. JOHNSON
COUNTY CLERK
Staff Report

Subject: Conditional Use (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: February 16, 2021

Item Description: Robert Warner requests a conditional use for a Rural Business to operate GreenBeehives.com, a beehive supply business, on a 5.02 acre parcel zoned AR-1. Located at 490 Stillwell Road.

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a conditional use for a rural business to operate a beehive supply business on an AR-1 parcel, with conditions.

Executive Summary
- The property was initially approved for a conditional use to operate a home-based business in 1997. It was then approved for a Rural Business to operate Quarterdeck Quilts in 2013. The property has been sold, and the new owners wish to operate an online beehive supply business.
- 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 beehive supply business is compatible with the rural setting. The applicant sells bee-keeping equipment, boxes, etc., through a website – www.GreenBeehives.com.
  - Structure – the business will operate out of existing structures.
  - Public Road Frontage – the property has frontage on Stillwell Road.
  - Acreage (3-acre minimum) – the property is 5 acres.
- At the January 25 Planning Board meeting, Brad Smith made a motion to approve the request for a conditional use for a rural business to operate a beehive supply business, with the following conditions:
  1. The business operations shall meet the requirements of Section 3.15B Rural Business
  2. The applicant must obtain an Occupational Tax Certificate.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request for a conditional use for a rural business to operate a beehive supply business, with the following conditions:
   - The business operations shall meet the requirements of Section 3.15B Rural Business
   - The applicant must obtain an Occupational Tax Certificate.
2. Deny the request for a conditional use for a rural business to operate GreenBeeHives.com

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments:
1. Conditional Use application
2. Ownership certificate
3. Site Plan
4. Aerial photograph
EFFINGHAM COUNTY, GEORGIA

Conditional Use Application for Residential
Or Rural Business

Approval by the Planning Board & Board of Commissioners is
required prior to operation of business!

APPLICANT: Robert Warner  DATE: 12/17/2020

MAILING ADDRESS: 490 Stillwell Rd, Springfield 31329

TELEPHONE: 905-4804  EMAIL: greenbeehives@yahoo.com

PROPERTY OWNER: Tyler B & Kelly W. Warner

PROPOSED BUSINESS NAME: GreenBeehives.com

PHYSICAL ADDRESS FOR BUSINESS: 490 Stillwell Rd

PRESENT ZONING: AR-1  ACRES: 5.02  TAX MAP #: 410  PARCEL #: 1

PLEASE INDICATE THE TYPE OF BUSINESS BELOW:

RURAL BUSINESS [ ]
(NOTE: PROPERTY MUST CONSIST OF 3 OR MORE ACRES AND HAVE FRONTAGE ON A PUBLIC ROAD)

RESIDENTIAL BUSINESS [ ]

GIVE A DESCRIPTION OF THE OPERATIONS OF THE BUSINESS:

Beehive & Supply: A manufactured & shipped on site. 
Existing shop formerly a quilting shop. No customer
traff, all inventories ordered online, then shipped directly
to customer from site.

* PLEASE INCLUDE A COPY OF THE PLAT IDENTIFYING EXISTING STRUCTURES
AND INDICATE ANY FUTURE STRUCTURES.

* $200.00 APPLICATION FEE

Upon approval you are required to obtain an occupation tax certificate (business license) for an
additional fee of $130.00.
To whom it may concern:

Robert Warner has our permission to operate Greenbeehives.com in the building formerly occupied by The Quilting Shop at 490 Stillwell Rd. They will build and ship beekeeping accessories. No sales on site.

Tyler B. Warner
Name
Signature
Date

Kelly Whitney Warner
Name
Signature
Date
490 Stillwell Rd

No Parking Plan: Customers will not come on site
March 5, 2013

Ms. Sandra E. Martin
480 Stillwell Road
Springfield, Georgia 31329

Dear Ms. Martin:

At the regular meeting of the Effingham County Board of Commissioners on February 7, 2013 the board approved your request for a rural business use (Map# 410 Parcel# 1) to conduct a quilting, sewing business with classes and machine repair and sales. The following conditions apply to said approval:

1. The applicant shall meet all requirements of Section 3.15B – Rural Business of the Effingham County Zoning Ordinance.

A copy of the approved zoning map amendment and section of the ordinance is attached. If you should have any questions feel free to give me a call.

Thank you,

Stephanie Johnson
Office Manager
Effingham County
912.754.2105 Ext. 4501
sjohnson@effinghamcounty.org

Quarterdeck Quilts - 04/289
Business active 2/13 - 12/19
3.15A – Residential businesses.

"Residential business" means an occupation or profession which is conducted entirely within a dwelling, which is carried on only by family members residing therein and by no more than one employee who does not reside therein, and which is clearly incidental and secondary to the use of the dwelling for residential purposes.

Residential businesses are permitted only in the AR-1, AR-2, and R-1 districts, provided the following criteria are met:
(a) Each residential business must be approved by the planning board before any activities in connection with the occupation begin. The planning board may place any reasonable conditions on the application deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties. The planning board shall hold a public hearing as provided in article IX of this ordinance.
(b) Residential businesses shall not include the repair and/or maintenance of motor vehicles, large scale manufacturing, or any use which will create noise, noxious odors, or any hazard that may endanger the health, safety, or welfare of the neighborhood.
(c) The residential business shall not involve group instruction or group assembly of people on the premises.
(d) The dwelling must be the bona fide residence of the principal practitioner at the time of the application and, if approved, the residential business shall be valid only as long as the original principal practitioner resides in the dwelling, is conducting the business and has a current business license.
(e) Residential businesses shall be limited to no more than 35 percent of the total heated floor area of the residence or 700 square feet, whichever is less. The proposed size of the residential business shall be specified at the time of application.
(f) Any additions or alterations to the residence which will be used for the residential business must be of an architectural style in keeping with the surrounding residential and agricultural development.
(g) The portion of the residence in which the business is conducted shall be completely enclosed in a manner that the business is not visible from the surrounding property.
(h) No outside storage or display shall be allowed.
(i) Only one nonilluminated sign not to exceed one square foot is permitted, location to be approved by the zoning administrator.
(j) No more than two commercial ventures (home occupations, residential businesses, and/or rural businesses) shall be allowed in any residence at one time.
(k) Property on which the residential business is proposed must have frontage on a public road.
(l) No customers or clients shall be permitted at the site unless sufficient off-street parking is provided and the location thereof approved by the zoning administrator.
(m) Days of operation requiring access by the public, customers, and/or clients shall be Monday through Saturday, daylight hours only.
(n) The principal practitioner will be permitted to park one commercial vehicle in the approved parking area. The commercial vehicle is limited to a passenger car, a van or a light truck (up to one ton).
(o) No utility trailer may be used in the operation of the business except upon approval by the zoning administrator. The request must include the proposed use and size of the trailer.
(Ord. of 12-14-99(2), § 2; Amend. of 12-14-04(1))

3.15B – Rural businesses.

"Rural business" means an occupation or profession which is conducted either entirely or partially within a dwelling, which is carried on by a principal practitioner who at all times maintains said dwelling as his or her permanent residence, and which employs no more than one employee who does not reside therein. Rural businesses are permitted as a conditional use only in Agricultural Residential (AR-1 and AR-2) districts, and a rural business may be permitted in said district only if it meets the following criteria:
(a) Intent. A rural business shall be a small office or small-scale retail sales or service-type business which shall be secondary or incidental to the primary use of property for agricultural or residential purposes. Such business shall primarily be directed toward providing local or neighborhood service to the rural-residential area in which it is located. Rural businesses are intended to be of a smaller size, intensity, and scale than commercial uses which would be more commonly found in commercial or business zoning districts. Rural business activities may occur in an accessory structure detached from the principal residence or in a screened area outside of the dwelling. In addition, an applicant for a rural business must have established residency and be living in a residence upon the subject property prior to any application being filed for consideration by the zoning administrator. There are no restrictions on customers coming to the premises.
(b) Each rural business must be reviewed by the planning board and approved by the board of commissioners before any activities in connection with the occupation begin. The planning board may recommend to the board of commissioners that conditions be imposed to insure the orderly operation of the proposed business and its compatibility with the surrounding properties. The board of commissioners may place reasonable conditions on the proposed use as deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties. The planning board and board of commissioners shall hold public hearings as provided in article IX of this ordinance.

(c) Rural businesses shall be limited to no more than 1,000 square feet if in a structure, and 1,000 square feet of land if outside a structure. Should the use require both inside and outside area, the total area used may not exceed 1,000 square feet. If the rural business is to be conducted in the residence, no more than 45 percent of the heated floor space or 1,000 square feet, whichever is less, may be used for the business. The proposed size of the business shall be specified at the time that the application is submitted to the zoning administrator.

(d) Any additions or alterations to the residence which will be used for the rural business must be of an architectural style in keeping with the surrounding residential and agricultural development. Any structure built to house the business must be located to the side or rear of the residence, unless it is at least 100 feet from the front property line and meets all applicable side and rear setbacks. The structure must be readily and easily usable for customary agricultural and residential uses.

(e) Any outside area in which the business is conducted, other than parking area, shall be completely enclosed in a manner that the business is not visible from surrounding property.

(f) Only one nonilluminated sign not to exceed 16 square feet is permitted, location to be approved by the zoning administrator. Said location must be at least 15 feet from all property lines.

(g) No more than two commercial ventures (home occupations, residential businesses, and/or rural businesses) shall be allowed in any residence at one time.

(h) Property on which the rural business is proposed must have frontage on a public road.

(i) Parking for customers/clients must be provided on-site, and the location of the parking approved by the zoning administrator.

(j) Days and hours of operation requiring access by the public, customers and/or clients shall be Monday through Saturday, daylight hours only.

(k) Rural business shall be located on property containing at least three acres of land.

(l) Uses permitted (as Rural Businesses):

1. Offices;

2. Beauty shops, barber shops;

3. Retail sales or services of a specialty nature, such as antique shops, specialty food shops, custom furniture stores, custom-made sporting goods shops, and meat cutting as a retail service to the public provided, however, that no slaughtering or wholesale meat cutting or processing is permitted;

4. Small repair shops for appliances, machinery, farm equipment, or automobiles with the following limitations:

a. Repair shops shall not create noise, noxious odors, or any hazard which would adversely affect the health, safety, or welfare of the adjoining property owners or the neighborhood in general;

b. Repair shops shall operate during daylight hours only;

c. No more than two vehicles shall actually be serviced, actively worked on, or repaired at any one time. Any pieces of machinery equipment or vehicles stored for service or awaiting pick-up after servicing shall be parked within an area reserved for that purpose (maximum 1,000 square feet) and designated at the time of approval by the board of commissioners. The storage area must be located to the side or rear of the shop building unless normal operation would generate large amounts of vehicular traffic.

(m) Uses not permitted as rural businesses:

1. Any use which clearly is out of scale or character with an agricultural or residential area.

(Ord. of 12-14-99(2), § 3; Amend. of 12-14-04(1))
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department Development Services
Meeting Date: February 16, 2021

Item Description: Robert Warner requests a conditional use for a Rural Business to operate GreenBeehives.com, a beehive supply business, on a 5.02 acre parcel zoned AR-1. Located at 490 Stillwell Road.

Map# 410 Parcel# 1

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a conditional use for a rural business to operate a beehive supply business on an AR-1 parcel, with conditions.

Executive Summary

• The property was initially approved for a conditional use to operate a home-based business in 1997. It was then approved for a Rural Business to operate Quarterdeck Quilts in 2013. The property has been sold, and the new owners wish to operate an online beehive supply business.

• The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, Section 3.15B - Rural Business. The Rural Business Conditional use requirements include consideration of:
  o Intent – the beehive supply business is compatible with the rural setting. The applicant sells bee-keeping equipment, boxes, etc., through a website – www.GreenBeehives.com.
  o Structure – the business will operate out of existing structures.
  o Public Road Frontage – the property has frontage on Stillwell Road.
  o Acreage (3-acre minimum) – the property is 5 acres.

• At the January 25 Planning Board meeting, Brad Smith made a motion to approve the request for a conditional use for a rural business to operate a beehive supply business, with the following conditions:
  1. The business operations shall meet the requirements of Section 3.15B Rural Business
  2. The applicant must obtain an Occupational Tax Certificate.

• Michael Larson seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request for a conditional use for a rural business to operate a beehive supply business, with the following conditions:
   • The business operations shall meet the requirements of Section 3.15B Rural Business
   • The applicant must obtain an Occupational Tax Certificate.

2. Deny the request for a conditional use for a rural business to operate GreenBeeHives.com

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:
1. Conditional Use application
2. Ownership certificate
3. Site Plan
4. Aerial photograph
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 410-1
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 410-1
AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, ROBERT WARNER has filed an application for a conditional use for a Rural Business to operate a beehive supply business; map and parcel number 410-1, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on February 16, 2021 and notice of said hearing having been published in the Effingham County Herald on January 27, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 30, 2020; and

IT IS HEREBY ORDAINED THAT a conditional use for a Rural Business to operate a beehive supply business; map and parcel number 410-1, located in the 4th commissioner district is approved with the following conditions:

1. The business operations shall meet the requirements of Section 3.15B Rural Business
2. The applicant must obtain an Occupational Tax Certificate.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
    WESLEY M. CORBITT, CHAIRMAN

ATTEST: ____________________________
    FIRST/SECOND READING: _____________

STEPHANIE D. JOHNSON
COUNTY CLERK
Staff Report

Subject: Conditional Use (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: February 16, 2021

Item Description: George Bishop requests a conditional use for a rural business to operate a wood cutting business on a 9.05 acre zoned AR-1. Located at 377 High Bluff Road.

Map# 459 Parcel# 66

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a conditional use for a rural business on an AR-1 parcel, with conditions.

Executive Summary
- The applicant will use a portable sawmill to cut wood and trees for the surrounding community. The equipment will be housed in a structure on the property.
- 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 small scale wood cutting business using a portable saw mill is compatible with the rural setting.
  - Structure – the business will operate out of existing structures.
  - Public Road Frontage – the property has frontage on High Bluff Road.
  - Acreage (3 minimum) – the property is 9.05 acres.
- At the January 25 Planning Board meeting, Brad Smith made a motion to approve the request for a conditional use for a rural business, with the following conditions:
  1. The business operations shall meet the requirements of Section 3.15B Rural Business
  2. The applicant must obtain an Occupational Tax Certificate.
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request for a conditional use for a rural business to operate a wood cutting business, with the following conditions:
   1. The business operations shall meet the requirements of Section 3.15B Rural Business
   2. The applicant must obtain an Occupational Tax Certificate.
2. Deny the request for a conditional use for a rural business to operate a wood cutting business.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments: 1. Conditional Use application
3. Ownership certificate
2. Site Plan
4. Aerial photograph
Conditional Use Application for Residential Or Rural Business

Approval by the Planning Board & Board of Commissioners is required prior to operation of business!

APPLICANT: George Bishop DATE: 12-3-20


TELEPHONE: (912) 655-1673 EMAIL: 123456@gmail.com

PROPERTY OWNER: George Bishop

PROPOSED BUSINESS NAME: Wood Cutting

PHYSICAL ADDRESS FOR BUSINESS: 377 High Bluff

PRESENT ZONING: AGR-1 ACRES: 9.05 TAX MAP #1459 PARCEL #100

PLEASE INDICATE THE TYPE OF BUSINESS BELOW:

RURAL BUSINESS [ ]

(Note: Property must consist of 3 or more acres and have frontage on a public road)

RESIDENTIAL BUSINESS [ ]

GIVE A DESCRIPTION OF THE OPERATIONS OF THE BUSINESS:

[Cutting Wood]

≈ 1 truck load per month (part-time operation)

* PLEASE INCLUDE A COPY OF THE PLAT IDENTIFYING EXISTING STRUCTURES AND INDICATE ANY FUTURE STRUCTURES.

* $200.00 APPLICATION FEE

Upon approval you are required to obtain an occupation tax certificate (business license) for an additional fee of $130.00.
377 High Bluff Road
Staff Report

Subject:  2nd Reading Zoning Map Amendment
Author:  Teresa Concannon, AICP, Planning & Zoning Manager
Department:  Development Services
Meeting Date:  February 16, 2021

Item Description:  George Bishop requests a conditional use for a rural business to operate a wood cutting business on a 9.05 acre zoned AR-1. Located at 377 High Bluff Road.

Map# 459 Parcel# 66

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a conditional use for a rural business on an AR-1 parcel, with conditions.

Executive Summary
- The applicant will use a portable sawmill to cut wood and trees for the surrounding community. The equipment will be housed in a structure on the property.
- The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, Section 3.15B - Rural Business. The Rural Business Conditional use requirements include consideration of:
  o Intent – the small scale wood cutting business using a portable saw mill is compatible with the rural setting.
  o Structure – the business will operate out of existing structures.
  o Public Road Frontage – the property has frontage on High Bluff Road.
  o Acreage (3 minimum) – the property is 9.05 acres.
- At the January 25 Planning Board meeting, Brad Smith made a motion to approve the request for a conditional use for a rural business, with the following conditions:
  1. The business operations shall meet the requirements of Section 3.15B Rural Business
  2. The applicant must obtain an Occupational Tax Certificate.
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request for a conditional use for a rural business to operate a wood cutting business, with the following conditions:
   1. The business operations shall meet the requirements of Section 3.15B Rural Business
   2. The applicant must obtain an Occupational Tax Certificate.
2. Deny the request for a conditional use for a rural business to operate a wood cutting business.

Recommended Alternative:  1
Other Alternatives:  2

Department Review:  Development Services
FUNDING:  N/A
Attachments:  1. Conditional Use application  3. Site Plan
3. Ownership certificate  4. Aerial photograph
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 459-66
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 459-66
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, GEORGE BISHOP has filed an application for a conditional use for a Rural Business to operate a wood-cutting business; map and parcel number 459-66, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on February 16, 2021 and notice of said hearing having been published in the Effingham County Herald on January 27, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 30, 2020; and

IT IS HEREBY ORDAINED THAT a conditional use for a Rural Business to operate a wood-cutting business; map and parcel number 459-66, located in the 4th commissioner district is approved with the following conditions:

1. The business operations shall meet the requirements of Section 3.15B Rural Business
2. The applicant must obtain an Occupational Tax Certificate.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _______________________
WESLEY M. CORBITT, CHAIRMAN

ATTEST: _______________________
FIRST/SECOND READING: ________________

___________________________
STEPHANIE D. JOHNSON
COUNTY CLERK
Staff Report
Subject: Rezoning (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: February 16, 2021
Item Description: Toss Allen for Kyle J. Balk requests to rezone 10 acres from R-1 to R-6 for the future development of Oglethorpe Landing, a residential subdivision. Located at 768 Ebenezer Road.  

Map# 446 Parcels# 13

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 10 acres from R-1 to R-6, with conditions.

Executive Summary
• 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.
• Pursuant to Section 5.8 R-6 Single Family Residential District, the zoning district is only allowed if municipal or county water and sewer service is adjacent to the parcel and capacity is available.
• The proposed development will be served by City of Springfield water and sewer.
• Development of the property meets the county’s goal of concentrating residential development where public water and sewer is available.
• At the January 25 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 10 acres from R-1 to R-6, with staff conditions (1-3) and one additional condition (4):
  1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
  4. A statement requiring lot owners to place a privacy fence at the rear of each lot, at the 15' vegetative buffer line, shall be included on the plat of each lot, and in the form of a covenant to be recorded in the deed of each lot.
• Michael Larson seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request to rezone 10 acres from R-1 to R-6, with the following conditions:
   1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
   2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
2. Deny the request to rezone 10 acres from R-1 to R-6.

Recommended Alternative: 1  Other Alternative: 2

Department Review: Development Services
Attachments: 1. Rezoning application and checklist  4. Deed  
              2. Ownership certificate                        5. Aerial photograph  
              3. Capacity Letter-City of Springfield  6. Plat
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent  Toss Allen Date 12/14/2020
Applicant email address  tallen@allenengineering.org Phone # (912) 667-2667
Property owner(s) Kyle J. Balk Email  kyle9884@hotmail.com

Telephone Number (912) 704-5227

Mailing Address 217 Clearwater Cir  Port Wentworth, GA 31407

Property location 768 Ebenezer Road  Rincon, GA 31326

Present zoning R-1

Proposed zoning R-6

Present land-use  Vacant Wooden Property

Proposed land-use  Single Family Residential Subdivision

Tax Map # 446 Parcel # 13 Lot #

Total Acres 10.00 Acres to be rezoned 10.00

Lot characteristics  Currently wooded and vacant

Water  City of Springfield Sewer  City of Springfield

Proposed access  Ebenezer Road

Justification  Develop undeveloped parcel into a subdivision similar to existing adjacent ones.

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

North  R-2 South  AR-1

East  AR-2 West  AR-2
1. Describe the current use of the property you wish to rezone.
   
   Vacant wooded lot.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   
   It does have an economic use as agriculture land and timber land.

3. Describe the use that you propose to make of the land after rezoning.
   
   Develop the parcel into a residential subdivision similar to ones in the immediate area.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   
   The property to the east is currently being utilized as agricultural residential. The property to the south is currently vacant woodlands. The property to the west is being utilized as a agricultural residential lot. The property to the north is a single-family subdivision.

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?
   
   Use similar to surrounding and nearby property.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   
   No. There is adequate transportation and utility infrastructure in place. The use will not have an impact on the school system.
STATE OF GEORGIA

COUNTY OF EFFINGHAM

LIMITED WARRANTY DEED

THIS INDENTURE, made this 23rd day of August, 2010, between CITIZENS BANK OF EFFINGHAM, a corporation organized and existing under the laws of the State of Georgia, as Parties of the First Part, hereinafter called Grantor, and KYLE J. BALK, as Parties of the Second Part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: Grantor, for and in consideration of the sum of Ten & 00/100 ($10.00) Dollars, and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that certain lot, tract or parcel of land situate, lying and being in the 9th O.M. District, Effingham County, Georgia, containing 10.00 acres, more or less, known and designated as Lot No. 3, that is shown and more particularly described by the plat of survey entitled "Subdivision Survey for Continental Land Sales" made by Warren B. Poythress, R.L.S. #1953, dated May 28, 1990, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 26, page 1, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by E & D Properties, LLC, by and through its Attorney-in-fact, Citizens Bank of Effingham to Citizens Bank as evidenced by that certain Foreclosure Deed dated March 2, 2010, recorded in Deed Book 1921, page 143, aforesaid records.

SUBJECT HOWEVER to all restrictive covenants, easements and rights-of-way of record.

Initials: [Signature]
EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed dated **August 23, 2010**, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book **1957 page 447**.

Owner's signature: **Kyle Balk**
Print: **Kyle Balk**

Owner's signature: ____________________________
Print: ____________________________

Owner's signature: ____________________________
Print: ____________________________

Sworn and subscribed before me this 15 day of December, 20 20.

Notary Public, State of Georgia
Effingham County Development Services

AUTHORIZATION OF PROPERTY OWNER

I, _________________________________, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of said Rezoning application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including and conditions of rezoning, if the application is approved.

Name of Applicant: ________________________________
Date: _______12/14/2020_________

Address: ________________________________
City: __________________________State: GA __Zip Code: 31326
Telephone Number: (912) 667-2667 Email: tallen@allenengineering.org

Signature of Owner

Owners Name (Print)

Personally appeared before me __________________________ (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

This Day _______15____ of December

(Notary Seal)

Notary Public
SUBDIVISION SURVEY
FOR
CONTINENTAL LAND SALES

LOCATED IN THE 9TH G.M.D.
EFFINGHAM COUNTY, GEORGIA

DATE: MAY 28, 1980

BY:

WARREN E. POTHRESS
R. L. S. 1933

EQUIPT: LEIEE-SUDE
FIELD E.D.C. - 1/8 X 7/32
ANGULAR - 6"/PT.
FLAT E.D.C. - 1/16 X 8/64

SCALE: 1" = 300'

Zoning Administrator,

[Signature]

[Stamp]

7/18/79

[Stamp]
October 30, 2020

Jake Patrick
240 Heidt Road
Guyton, GA 31312

RE: 768 Ebenezer Road (Parcel # 446-13) Rincon, Georgia
Water & Sewer Capacity Letter

Dear Mr. Patrick:

Water and Sewer capacity can be allocated for the proposed 34 lot development at the above referenced location. All costs to connect to the existing water and sewer infrastructure along Ebenezer Road will be paid by the developer.

If I may be of further assistance, please contact me at (912)754-7617 or mmorris@springfieldga.org.

Sincerely,

Matthew A. Morris
City Manager
Continued
Warranty Deed
Dated: August 23, 2010
10.00 acres, m/l, known as lot 3

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and
appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and
behalf of the said Grantee forever in FEEL SIMPLE.

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

CITIZENS BANK OF EFFINGHAM

BY: ________________________ (SEAL)
Michael T. Lee, CEO/President

ATTEST:
___________________________ (SEAL)
Name title: ____________________

(Signature)

Commission Expires: ____________________

Notary Public (Print Notary Seal)
SITE DATA:

1. PARCEL NUMBER: 04-460013
2. EXISTING ZONING: R-1
   PROPOSED ZONING: R-6
3. EXISTING LAND USE: VACANT WOODED
   PROPOSED LAND USE: SINGLE FAMILY DEVELOPMENT
4. TOTAL LAND ACREAGE = 10.00 ACRES
   ACREAGE TO BE DIVIDED = 10.00 ACRES
5. NUMBER OF LOTS = 34 LOTS
   ROW WIDTH 30' A.C.R.
   SIDEWALKS WILL BE ON BOTH SIDE OF ROADS
6. ACCORDING TO FIRM FLOOD INSURANCE RATE MAP, COMMUNITY NO.
   1310C, PANEL NO. 02796,
   DATED MARCH 14, 2013,
   THIS SITE IS LOCATED IN ZONE X,
   NOT A SPECIAL FLOOD HAZARD.
7. WATER AND SEWERAGE TO BE PROVIDED
   BY CITY OF SPRINGFIELD. REUSE NOT AVAILABLE
   FROM CITY OF SPRINGFIELD
8. MINIMUM LOT SIZE 0.15 AC.
9. OWNER: RYEE J. BALK
   217 CLEARWATER CIR
   FORT WORTH, TX 76107
10. DEVELOPER: CONSTRUCTION DEVELOPMENT INVESTORS, LLC
    244 NEIST RD
    GUTHRIE, OK 73044

OPEN SPACE REQUIREMENTS
TOTAL ACRES = 10.00
20% REQUIRED COMMON OPEN SPACE = 2.00 AC
TOTAL WETLANDS = 0.00 AC

OPEN SPACE CALCULATIONS:
WETLANDS (SIDE) = 0.00 AC
POHDS (5.5%) = 1.17 AC
( MAX 1.00 AC)
RECREATION AREAS = 1.02 AC (MIN 1.00 AC)
TOTAL COMMON OPEN SPACE = 2.19 AC

SKETCH PLAN
OGLETHORPE LANDING SUBDIVISION
EFFINGHAM COUNTY
Prepared for:
CONSTRUCTION DEVELOPMENT INVESTORS, LLC
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 (Toss Allen as Agent for Kyle Balk– (Map # 446 Parcel # 13) from R-1 to R-6 zoning.

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

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

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

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

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

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

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

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

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ☑ DISAPPROVAL

Of the rezoning request by applicant (Toss Allen as Agent for Kyle Bulk– (Map # 446 Parcel # 13) from R-1 to R-6 zoning.

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>DISAPPROVAL</th>
</tr>
</thead>
</table>

Of the rezoning request by applicant (Toss Allen as Agent for Kyle Balk - (Map # 446 Parcel # 13) from R-1 to R-6 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 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
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 (Toss Allen as Agent for Kyle Balk-- (Map # 446 Parcel # 13) from R-1 to R-6 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?

Planning Board Meeting -- January 25, 2020
Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: February 16, 2021
Item Description: Toss Allen for Kyle J. Balk requests to rezone 10 acres from R-1 to R-6 for the future development of Oglethorpe Landing, a residential subdivision. Located at 768 Ebenezer Road. Map# 446 Parcels# 13

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 10 acres from R-1 to R-6, with conditions.

Executive Summary
- 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.
- Pursuant to Section 5.8 R-6 Single Family Residential District, the zoning district is only allowed if municipal or county water and sewer service is adjacent to the parcel and capacity is available.
- The proposed development will be served by City of Springfield water and sewer.
- Development of the property meets the county’s goal of concentrating residential development where public water and sewer is available.
- At the January 25 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 10 acres from R-1 to R-6, with staff conditions (1-3) and one additional condition (4):
  1. Future use of the above-referenced property being rezoned shall meet the requirements of the R62 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
  4. A statement requiring lot owners to place a privacy fence at the rear of each lot, at the 15' vegetative buffer line, shall be included on the plat of each lot, and in the form of a covenant to be recorded in the deed of each lot.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request to rezone 10 acres from R-1 to R-6, with the following conditions:
   1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
   2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
2. Deny the request to rezone 10 acres from R-1 to R-6.

Recommended Alternative: 1
Other Alternative: 2

Department Review: Development Services
Attachments: 1. Rezoning application and checklist 4. Deed
2. Ownership certificate 5. Aerial photograph
3. Capacity Letter-City of Springfield 6. Plat
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 446-13
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 446-13
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, TODSS ALLEN, for KYLE J. BALK, has filed an application to rezone ten and zero hundredths (10) +/- acres; from R-1 to R-6 for the future development of Oglethorpe Landing, a 34-lot residential subdivision; map and parcel number 446-13, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on February 16, 2021 and notice of said hearing having been published in the Effingham County Herald on January 27, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 30, 2020; and

IT IS HEREBY ORDAINED THAT ten and zero hundredths (10) +/- acres; map and parcel number 446-13, located in the 5th commissioner district is rezoned from R-1 to R-6 with the following conditions:

1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
4. A statement requiring lot owners to place a privacy fence at the rear of each lot, at the 15’ vegetative buffer line, shall be included on the plat of each lot, and in the form of a covenant to be recorded in the deed of each lot.

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

This _____ day of ____________________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
WESLEY M. CORBITT, CHAIRMAN

ATTEST: 
FIRST/SECOND READING: _______________

STEPHANIE D. JOHNSON
COUNTY CLERK
Subject: Sketch Plan (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: February 16, 2021
Item Description: Toss Allen for Kyle J. Balk requests approval of a sketch plan for “Oglethorpe Landing”: a proposed residential subdivision. Located at 768 Ebenezer Road. Proposed R-6 zoning.

Map# 446 Parcel# 13

Summary Recommendation
Staff has reviewed the application, and recommends approval of the sketch plan for Oglethorpe Landing.

Executive Summary
- The request for approval of a sketch plan is a requirement of Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 – Sketch Plan.
  The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- The proposed project will be served by City of Springfield water and sewer, and consist of 34 lots with minimum lot sizes of .15 acres (6,600 sf); 2.19 acres of open space (>20% of total acreage), including no wetlands, 1.17-acre ponds, and 1.02 acres common open space.
- The cul de sac must comply with Section 7.1.8 Reserved strips and Street plugs, and include connections to adjacent parcels for future development, where possible. In addition, Section 7.1.11 Cul-de-Sac limits roads in subdivisions to 800 feet in length.
- The subdivision design must comply with Appendix B – Subdivision Regulations.
- Coordination with GDOT is necessary, as Hwy 275/Ebenezer Rd is a stat road.
- Staff will follow up with a letter summarizing all requirements and recommendations.

- At the January 25 Planning Board meeting, Brad Smith made a motion to approve the Sketch Plan for Oglethorpe Landing
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
1. **Approve** the sketch plan for Oglethorpe Landing, a 34-lot subdivision on Ebenezer Road.
2. **Deny** the sketch plan for Oglethorpe Landing, a 34-lot subdivision on Ebenezer Road.

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

Department Review: Development Services
FUNDING: N/A
Attachments:
  1. Sketch Plan application
  2. Sketch Plan
  3. Aerial photograph
EFFINGHAM COUNTY
SKETCH PLAN SUBMITTAL FORM

OFFICIAL USE ONLY
Date Received: __________  Project Number: ___________  Classification: ___________

Date Reviewed: ___________  Reviewed by: ___________

Proposed Name of Subdivision: Oglethorpe Landing

Name of Applicant/Agent: Toss Allen  Phone: (912) 667-2667
  Company Name: Allen Engineering Services
  Address: P.O. Box 1749 • Rincon, GA 31326

Owner of Record: Kyle J. Balk  Phone: (912) 704-5227
  Address: 217 Clearwater Cir • Rincon, GA 31326

Engineer: Allen Engineering Services  Phone: (912) 667-2667
  Address: P.O. Box 1749 • Rincon, GA 31326

Surveyor:  Phone: 
  Address: 

Proposed water: City of Springfield  Proposed sewer: City of Springfield

Total acreage of property: 10.00  Acreage to be divided: 10.00  Number of Lots Proposed: 34

Current Zoning: R-1  Proposed Zoning: R-6  Tax map – Block: – Parcel No.: 446 – 13

Are any variances requested? No  If so, please describe: N/A

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

This ___ day of December, 2020.

Notary

Kyle Balk
Owner
# EFFINGHAM COUNTY
## SKETCH PLAN CHECKLIST

### OFFICIAL USE ONLY

<table>
<thead>
<tr>
<th>Subdivision Name:</th>
<th>Project Number:</th>
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</thead>
<tbody>
<tr>
<td>Date Received:</td>
<td>Date Reviewed:</td>
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</tbody>
</table>

| Reviewed by:      |                    |

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

### (a) Project Information:

- **X** 1. Proposed name of development.
- **X** 2. Names, addresses and telephone numbers of owner and applicant.
- **X** 3. Name, address and telephone number of person or firm who prepared the plans.
- **X** 4. Graphic scale (approximately 1"=100') and north arrow.
- **X** 5. Location map (approximately 1" = 1000').
- **X** 6. Date of preparation and revision dates
- **X** 7. Acreage to be subdivided.

### (b) Existing Conditions:

- **X** 1. Location of all property lines.
- **X** 2. Existing easements, covenants, reservations, and right-of-ways.
- **N/A** 3. Buildings and structures.
- **X** 4. Sidewalks, streets, alleyes, driveways, parking areas, etc.
- **X** 5. Existing utilities including water, sewer, electric, wells and septic tanks.
- **X** 6. Natural or man-made watercourses and bodies of water and wetlands.
- **X** 7. Limits of floodplain.
- **X** 8. Existing topography.
- **X** 9. Current zoning district classification and land use.
- **N/A** 10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).

### (c) Proposed Features:

- **X** 1. Layout of all proposed lots.
- **X** 2. Proposed new sidewalks, streets, alleyes, driveways, parking areas, etc (to include proposed street/road names).
- **X** 3. Proposed zoning and land use.
- **N/A** 4. Existing buildings and structures to remain or be removed.
- **X** 5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
- **X** 6. Proposed retention/detention facilities and storm-water master plan.
<table>
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<tr>
<th></th>
<th>7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8. Water distribution infrastructure master plan.</td>
</tr>
</tbody>
</table>

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

This 15 day of December, 2020.

[Signature]

Notary

Kyle Balk

[Signature]

Owner

[Notary Seal]
Subject: Rezoning (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: February 16, 2021
Item Description: Ashlynn Bashlor for Jimmy & Luanne Miller requests to rezone 5.09 acres from AR-1 to AR-2 for the separation of two home sites. Located at 111 Chase Drive.

Map# 446A Parcel# 8

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5.09 acres from AR-1 to AR-2, with conditions.

Executive Summary
• The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Section 5.1.2.5 (AR-1 zoning district) allows one additional single-family dwelling for a family member.
• The applicant has 5.09 acres zoned AR-1, and wishes to rezone to AR-2 and split the parcel in order to sell one home site.
• There is a single well serving the two home sites. The owner is willing to participate in a well agreement with any buyer, or pay for an additional well, if required.
• The parcel was approved in 1995 as part of Bird’s Branch mini farms subdivision. No restrictive covenants have been presented.
• Pursuant to Section 6.6 Re-subdivision, the following factors must be considered:
  o Is proposed lot size compatible: The AR-1 parcel currently has two home sites. After rezoning, the two home sites will each have individual parcel numbers.
  o Is current use affected by economic factors: Family hardship requires one home to be sold.
  o Will proposed re-subdivision affect property values: No new development is proposed. Each existing home site will have a parcel number.
  o Is proposed subdivision compatible with subdivision regulations: No new development is proposed
• At the January 25 Planning Board meeting, Alan Zipperer made a motion to deny the request to rezone 5.09 acres from AR-1 to AR-2
• Michael Larson seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request to rezone 5.09 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. No further subdivision of the above-referenced parcels shall be permitted.
2. Deny the request to rezone 5.09 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments: 1. Rezoning application and checklist 4. Plat
2. Ownership certificate 5. Aerial photograph
3. Deed
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent: Jimmy & Luanne Miller | Ashlynn Bashlor | Date: 12/1/2020
Applicant email address: lulabelle919@gmail.com | Phone #: (904) 228-1958 or (912) 687-0814
Property owner(s): Jimmy, Luanne & Michael Miller | Email: ashlynn.remax@ao1.com
Telephone Number: (904) 228-1958 (Luanne) | (912) 687-0814 (Ashlynn - Realtor)
Mailing Address: 111 Chase Drive, Rincon, GA 31326
Property location: 111 Chase Drive, Rincon, GA 31326
Present zoning: AR-1
Proposed zoning: AR-12
Present land-use: One stick built home & one mobile home
Proposed land-use: Split the 5.09 acres & have the house on one parcel & the mobile home on its own parcel
Tax Map #: 04410A008 | Parcel #: 04410A008 & PB-526 Lot #: 8
Total Acres: 5.09 | Acres to be rezoned: 5.09
Lot characteristics: Level
Water: Public [ ] | Private [X] (1 well)
Sewer: Public [ ] | Private [X]
Proposed access: Off of Chase Drive (same as current access)
Justification: Have the home on one parcel and the mobile home on a separate parcel
List the zoning of the other property in the vicinity of the property you wish to rezone:
North: AR-1
East: AR-1
South: AR-1
West: AR-1

Rev 03062020
1. Describe the current use of the property you wish to rezone.

The owners have a stick built house and filed a hardship so their son could put a mobile home on the property to help take care of them. The mobile home has a mortgage so in order to sell we need to split.

Property can not qualify for mortgage as is. Need to divide in order to sell.

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

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

Two residential properties on approx. 2.50 acres each.

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

AR-1 properties

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?

Nothing will change except the parcels will have two pin numbers. We will try to sell together but only a cash buyer would have this option. If a loan is involved you can only have one dwelling residential.

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

No. We are asking to split the parcels so they can be sold separately. A lender will only
When illness strikes your family

Dear friends and neighbors

It is with a heavy heart that Jimmy and I need to inform you that we will be selling our properties at 109 and 111 Chase Dr.

When we retired here in 2017 and moved to Rincon it was our intent to live our lives out here on this property.

We moved here next door to our son and daughter in law because she was a nurse and could help us as Jimmy had had a stroke and suffered from several other illnesses.

In the last 2 yrs Don lost his job with CSX. They closed the signal shop where he worked in Savannah. This has forced him to find other work. Recently he went to work for a trucking company. He is on the road 6-7 weeks at a time. This leaves us by ourselves.

In Oct. I suffered a severe illness and was hospitalized over 2 weeks with extended nursing care when I came home. It was thought I had Leukemia and we went through a very scary time.

The situation brought us to realize it was too much for Jessica to handle by herself. Christy our daughter has gone blind and Jimmy cant drive. I was in a mess as I was the only driver in the family.

We found ourselves needing to be by relatives that could help. Jimmy has 3 brothers and their families in ARK that are willing to help us.
I hope none of you find yourselves in our situation. An elderly parent to care for. A spouse to die and needing to downsize. We may all find ourselves at some point needing to make changes.

Our intent is to find someone who needs two places for a parent or relative to live and we would sell the entire 5 acres.

If that does not happen we will have to split the two properties.

This will require rezoning in order to sell both.

It is NOT to have apartments or commercial housing come in It’s simply to allow two families to enjoy country living. Perhaps another family to care for their elderly parents.

You may see rezoning signs go up but we wanted to explain what is happening. We wanted you to hear it from us and not any gossip. If you have any questions please feel free to stop by and discuss it with us.

Our God is an awesome God and I hope you understand our need to move forward and get help.

Yours In Christ,

Luanne and Jimmy Miller
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 8/14/2005, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 845 page 845.

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

Owner’s signature: ___________________________ Print: ___________________________

Owner’s signature: ___________________________ Print: ___________________________

Owner’s signature: ___________________________ Print: ___________________________

Sworn and subscribed before me this __________ day of _____________, 2020.

Notary Public, State of Georgia

Feroz Rauf
Notary Public
State of Florida
My Commission Expires 10/15/2023
Commission No. GG 922867

Rev 03062020
2

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

8/14/15, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2305 page 845.

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

Owner’s signature

Print

Owner’s signature

Print

Owner’s signature

Print

Sworn and subscribed before me this 10th day of Dec., 2020

Notary Public, State of Georgia

CONNIE T. LEE
NOTARY PUBLIC
CHATHAM COUNTY, GEORGIA
MY COMMISSION EXPIRES
2/19/2023

Rev 03062020
AUTHORIZATION OF PROPERTY OWNER

Don E. Sessions Miller, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Ashlynn Bashlor
Date:

Address: 315 West Highway 80

City: Pooler State: GA Zip Code: 31322

Telephone Number: 912-667-0814 Email: Ashlynn@maxreal.com

Signature of Owner

Personally appeared before me Don and Jessica Miller, (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

This Day 26th of Dec. 2020

(Notary Seal)

Notary Public

Feroz Rauf
Notary Public
State of Florida
My Commission Expires 10/15/2023
Commission No. GG 922967

Rev 03062020
AUTHORIZATION OF PROPERTY OWNER

Jimmy Miller, Luanne Miller, Don Miller

being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Ashlynn Bashler  
Date: 12/10/20

Address: 315 West Highway 80

City: Pooler  
State: GA  
Zip Code: 31322

Telephone Number: (912) 1007-0814  
Email: ashlynn.remax@aol.com

Signature of Owner  
Owners Name (Print) Luanne Miller, Jimmy Miller

Personally appeared before me Luanne Miller & Jimmy Miller (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

This Day 10th of DEC 2020  
(Notary Seal)

Notary Public

CONNIE T. LEE  
NOTARY PUBLIC  
CHATHAM COUNTY, GEORGIA  
MY COMMISSION EXPIRES  
2/19/2023

Rev 03062020
RETURN TO:
EDWARD ZEWINICK
ATTORNEY AT LAW
P.O. BOX 385
SPRINGFIELD, GA. 31339

PB Presentment 21
February 16, 2021

STATE OF GEORGIA

This indeniture, made the 14th day of March, 1996, between
MILTON C. BAIN of the FIRST PART, and FREDERICK R. BROWN and OLENDRA K. BROWN of the SECOND PART,
WITNESSETH: FIRST PARTY, for and in consideration of the sum of
Ten and no/100 ($10.00) Dollars and other valuable considerations, receipt
whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto SECOND PARTIES, their heirs and assigns, the following described property, to-wit:

all that certain lot or parcel of land situate, lying and being in the
9th G.R. District of Effingham County, Georgia, containing Five and Nine Hundredths (5.90) acres, more or less, and being known and
designated as Lot 9, Rich's Branch Subdivision. Said parcel
of land being bounded on the north-northeast by lands of Ruben Rahn; on
the northeast by lot 7, said subdivision; on the west-southwest by
Chase Drive and on the northwest by a sixty (60) foot wide access road.

Express reference is hereby made to a plat of said lands made by Neal B. Ackerman, R.L.E. #1032 dated May 31, 1995 and recorded in the office
of the Clerk of the Superior Court of Effingham County, Georgia, in
Plat Cabinet "A", slide 324-6 for better determining the notes and
borders of said lands herein conveyed.

SUBJECT, HOWEVER, to the 40 foot wide drainage and utility easement
running across the westerly boundary line of said lot and the 20 foot
wide drainage and utility easement running along the southerly boundary
line of said lot, all as shown on said plat above referred to.

SUBJECT to restrictive covenants and easements of record.

Effingham County, Georgia
Real Estate Transfer Tax

$3.00

Clerk of Superior Court

TO HAVE AND TO HOLD said property, together with all and singular
the rights, members, hereditaments, improvements, easements, and
appurtenances thereto belonging or in any wise appertaining unto SECOND
PARTIES, their heirs and assigns, FOREVER IN Fee SIMPLE with full WARRANTY OF
TITLE to said property against the claim of all persons whomever.

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

Milton C. Bain

Signed, sealed and delivered
in the presence of:

Notary Public

Date:

 https://search.gsocca.org/Imaging/HTML5Viewer.aspx?id=9478993&key1=403&key2=117&county=51&countynama=EFFINGHAM&userid=647385&ap... 1/1
STATE OF GEORGIA
COUNTY OF EFFINGHAM

This Indenture made this 1st day of August, 2015, between Glenda K. Brown and Franklin R. Brown, of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Don Michael Miller and Jessica Lightner Miller, as party or parties of the second part, hereinafter called Grantee, for and in consideration of the sum of TEN AND 0/100 ($10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, conveyed and confirmed, and by these presents does grant, bargain, sell, assign, convey and confirm unto the said grantee.

All that certain lot, tract or parcel of land situate, lying and being in the 5th G.M. District, Effingham County, Georgia, containing 5.09 acres, more or less, known and designated as Lot No. 8, Bird's Branch MiniFarms Subdivision, that is shown and more particularly described by the plat of survey made by Neel B. Ackerman, R.L.P., dated September 1, 1983, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet A, Slide 324 E, which is incorporated into this description by specific reference thereto.

Together with an improvement and immovable fixture permanently attached thereto, a 2006, 58 X 28, Homes of Merit Manufactured Home, Serial No. FLHML2F717-30502AB.

This being the same property conveyed by Hinesville Home Center, Inc., d/b/a Superior Homes of Statesboro to Glenda K. Brown and Franklin R. Brown as evidenced by that certain Warranty Deed dated May 16, 2006, recorded in Deed Book 1456, page 92, aforesaid records.

SUBJECT HOWEVER to all restrictive covenants, easements and rights-of-way of record.

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

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 whomever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed this 1st day of August, 2015, in the presence of:

[Seal]
[Seal]

Glenda K. Brown
Franklin R. Brown

Notary Public
My commission expires_
After Recording Return to:
The Batchford Firm
1575 Hwy 21 South
Springfield, Georgia 31329

STATE OF GEORGIA
COUNTY OF Effingham

DEED TO SECURE DEBT, ASSIGNMENT OF RENTS,
AND SECURITY AGREEMENT

THIS DEED TO SECURE DEBT, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT made this 6th day of July 2015, by and between

**Don Michael Miller and Jessica Lightner Miller**

of Chatham County, Georgia (hereinafter referred to as “Grantor”), and

BANK OF NEWINGTON, a Georgia corporation having an address at P. O. Box 68, Newington, Georgia 30446 (hereinafter referred to as “Grantee”).

WITNESSETH:

WHEREAS, Grantor is justly indebted to Grantee in the sum of

**One Hundred Thousand Dollars and no cents**

DOLLARS ($100,000.00)** in lawful money of the United States of America, or, if this instrument is an extension mortgage, so much of said sum as may be advanced, and has agreed to pay the same, with interest thereon, according to the terms of a certain Note (the “Note”) given by Grantor to Grantee, of even date herewith, with final payment being due on

NOW, THEREFORE, in consideration of the premises and of the sum hereinabove set forth, Grantor has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee the following property (the “Property”), to-wit:

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing 5.09 acres, more or less, known and designated as Lot No. 8, Bird's Branch MiniFarms Subdivision, that is shown and more particularly described by the plat of survey made by Neal B. Ackerman, R.L.S., dated September 1, 1993, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet A, Slide 124 E, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Hinesville Home Center, Inc., d/b/a Superior Homes of Statesboro to Glenda K. Brown and Franklin R. Brown as evidenced by that certain Warranty Deed dated May 16, 2006, recorded in Deed Book 1456, page 92, aforesaid records.

SUBJECT HOWEVER to all restrictive covenants, easements and rights-of-way of record.

AND ALSO, one used, 28 x 60, 2006, Homes of Merit mobile home, having Serial Number FLHML2F7120502A and FLHML2F7120502B, that is located on said property.

TOGETHER WITH, all and singular, the improvements, fixtures, easements, hereditaments, rights, members and appurtenances thereunto belonging or in anywise appertaining, including, without limitation, the buildings and improvements now or hereafter erected thereon, and the fixtures, attachments, appliances, equipment, machinery and other articles affixed or attached to said buildings and improvements including, without limitation, all building materials, electrical, plumbing, heating and air conditioning systems, all built-in appliances, cabinets and lighting fixtures (the “Improvements”); and all minerals, shrubs, trees or other emblems now or hereafter on said Property or under or above the same or any part or parcel thereof, and all leasehold estates, usufructuary interests, and rights of Grantor in the Property, and all rights
STATE OF GEORGIA

COUNTY OF

THIS INDENTURE, Made this 4th day of August, 2015, between Don Michael Miller and Jessica Lightner Miller, of the County of Effingham, and the State of Georgia, as party or parties of the first part, and Don Michael Miller, Jessica Lightner Miller, Jimmy Clyde Miller and Luannes Stuartvane Miller, as party or parties of the second part.

WITNESSETH: that First Party, for and in consideration of natural love and affection, does hereby grant, bargain, convey, and confirm unto Second Party, his or her heirs, successors and assigns, all of the following described property, to wit:

All that certain lot, tract or parcel of land situated, lying and being in the 5th G.M. District, Effingham County, Georgia, containing 5.00 acres, more or less, known and designated as Lot No. 8, Bird's Branch MiniFarms Subdivision, that is shown and more particularly described by the plat of survey made by Noel B. Ackerman, R.L.S., dated September 1, 1993, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet A, Slide 324 E, which is incorporated into this description by specific reference thereto.

This being the same real property conveyed by Hinesville Home Center, Inc., dba Superior Homes of Statesboro to Glenda K. Brown and Franklin R. Brown as evidenced by that certain Warranty Deed dated May 16, 2006, recorded in Deed Book 1456, page 92, aforesaid records.

SUBJECT HOWEVER to all restrictive covenants, easements and rights-of-way of record.

ALSO SUBJECT TO that certain Security Deed from Don Michael Miller and Jessica Lightner Miller to Bank of Newington dated August 4, 2015, recorded in Deed Book 1304, page 19-133, aforesaid records.

TITLE NOT EXAMINED BY SCRIVENER

TO HAVE AND TO HOLD the said above granted and described property, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances therunto belonging or in anywise appertaining unto Second Party, his or her heirs, successors and assigns, in fee simple.

IN WITNESS WHEREOF, the said party has hereunto set his or her hand and affixed his or her seal, the day and year first above written.

Signed this 4th day of August, 2015
In the presence of:

[Signature]

(Notary Public)

[Signature]

(Seal)

Don Michael Miller

[Signature]

(Seal)

Jessica Lightner Miller

[Signature]

(Seal)

Notary Public Seal Affixed
<table>
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<tr>
<th>SECTION A – SELLER’S INFORMATION (Do not use agent’s information)</th>
<th>SECTION C – TAX COMPUTATION</th>
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<tr>
<td>SELLER’S LAST NAME</td>
<td>FIRST NAME</td>
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<tr>
<td>Miller</td>
<td>Don</td>
</tr>
<tr>
<td>SELLER’S ADDRESS (Street Number &amp; Name)</td>
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<tr>
<td>109 Chase Drive</td>
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<td>CITY, STATE, ZIP CODE, COUNTRY</td>
<td>DATE OF SALE</td>
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<td>Hixson, GA 37343</td>
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<th>SECTION B – BUYER’S INFORMATION (Do not use agent’s information)</th>
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<tbody>
<tr>
<td>BUYER’S LAST NAME</td>
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<td></td>
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<tr>
<td>BUYER’S ADDRESS (Must use buyer’s address for tax billing &amp; notices purposes)</td>
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<tr>
<td>109 Chase Drive</td>
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<tr>
<td>CITY, STATE, ZIP CODE, COUNTRY</td>
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<td>Hixson, GA 37343</td>
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<th>SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))</th>
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<tr>
<td>HOUSE NUMBER &amp; EXTENSION (as listed)</td>
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<td>109 Chase Drive</td>
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<td>COUNTY EXTENSION</td>
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<tr>
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<tr>
<td>TAX DISTRICT</td>
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<th>SECTION E – RECORDING INFORMATION (File only)</th>
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<tr>
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</tbody>
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ADDITIONAL BUYERS
Miller, Jessica Lightner
Miller, Jimmy Clyde
Miller, Luanna Sturdevant
December 30, 2020

Effingham County Zoning Board
Springfield, GA 31329

Re: Jimmy Miller/ Ashynn Bashlor
111 Chase Drive
PIN 446A-8
Total Acres: 5.09 Acres to be rezoned: 5.09

To Whom It May Concern:

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

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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

   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

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

Sincerely,

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

Parcel ID: 0446A008
Class Code: Residential
Taxing District: 01-County
County
Acres: 5.09

Owner: MILLER DON MICHAEL & JESSICA LIGHTER
& MILLER JIMMY CLYDE & LUANNE STURTVEANT
111 CHASE DR
RINCON, GA 31326

Physical Address: 111 CHASE DR
Assessed Value: $280149

Last 2 Sales:
Date: 8/4/2015
Price: $120000
Reason: U
Qual: U

(Note: Not to be used on legal documents)

Date created: 12/16/2020
Last Data Uploaded: 12/16/2020 1:52:15 AM

Developed by Schneider Geospatial
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 (Ashlynn Bashlor as Agent for Jimmy & Luanne Miller – (Map # 446A Parcel # 8) 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?

Planning Board Meeting – January 25, 2021
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 (Ashlynn Bashlor as Agent for Jimmy & Luane Miller – (Map # 446A Parcel # 8) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

Yes  No?  8. Do other conditions affect the property so as to support a decision against the proposal?
9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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 (Ashlynn Bashlor as Agent for Jimmy & Luanne Miller – (Map # 446A Parcel # 8) 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?
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:

CHECKLIST:

The Effingham County Planning Commission recommends:

[Signature]

APPROVAL [ ] DISAPPROVAL [X]

Of the rezoning request by applicant (Ashlynn Bashlor as Agent for Jimmy & Luanne Miller — (Map # 446A Parcel # 8) 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: Teresa Concannon, AICP, Planning & Zoning Manager
Department Development Services
Meeting Date: February 16, 2021
Item Description: Ashlynn Bashlor for Jimmy & Luanne Miller requests to rezone 5.09 acres from AR-1 to AR-2 for the separation of two home sites. Located at 111 Chase Drive.

Staff has reviewed the application, and recommends approval of the request to rezone 5.09 acres from AR-1 to AR-2, with conditions.

Executive Summary
• The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Section 5.1.2.5 (AR-1 zoning district) allows one additional single-family dwelling for a family member.
• The applicant has 5.09 acres zoned AR-1, and wishes to rezone to AR-2 and split the parcel in order to sell one home site.
• There is a single well serving the two home sites. The owner is willing to participate in a well agreement with any buyer, or pay for an additional well, if required.
• The parcel was approved in 1995 as part of Bird’s Branch mini farms subdivision. No restrictive covenants have been presented.
• Pursuant to Section 6.6 Re-subdivision, the following factors must be considered:
  o Is proposed lot size compatible: The AR-1 parcel currently has two home sites. After rezoning, the two home sites will each have individual parcel numbers.
  o Is current use affected by economic factors: Family hardship requires one home to be sold.
  o Will proposed re-subdivision affect property values: No new development is proposed. Each existing home site will have a parcel number.
  o Is proposed subdivision compatible with subdivision regulations: No new development is proposed
• At the January 25 Planning Board meeting, Alan Zipperer made a motion to deny the request to rezone 5.09 acres from AR-1 to AR-2
• Michael Larson seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request to rezone 5.09 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. No further subdivision of the above-referenced parcels shall be permitted.
2. Deny the request to rezone 5.09 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments: 1. Rezoning application and checklist 4. Plat
2. Ownership certificate 5. Aerial photograph
3. Deed
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
446A-8
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
446A-8

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, ASHLYNN BASHLOR, for JIMMY AND LUANNE MILLER, has filed an application to rezone five and nine hundredths (5.09) +/- acres; from AR-1 to AR-2 for the separation of two home sites; map and parcel number 446A-8, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on February 16, 2021 and notice of said hearing having been published in the Effingham County Herald on January 27, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 30, 2020; and

IT IS HEREBY ORDAINED THAT five and nine hundredths (5.09) +/- acres; map and parcel number 446A-8, located in the 5th 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. No further subdivision of the above-referenced parcels shall be permitted.

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

This _____ day of __________________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________

WESLEY M. CORBITT, CHAIRMAN

ATTEST: __________________________

FIRST/SECOND READING: ________________

STEPHANIE D. JOHNSON
COUNTY CLERK