1. February 18, 2020 Meeting Agenda
   Documents:
   02182020 AGENDA.PDF

2. February 18, 2020 Agenda Material
   Documents:
   02182020 AGENDA MATERIAL.PDF

3. February 18, 2020 Final Agenda
   Documents:
   02182020 AGENDA_FINAL.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.

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

**PLEASE TURN OFF YOUR CELL PHONE**

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<tr>
<th>Items of Business</th>
<th>Action Requested of Commissioners</th>
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<tbody>
<tr>
<td>I Call to Order</td>
<td>5:00 p.m.</td>
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<td>II Invocation</td>
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<td>American Flag</td>
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<td>IV Agenda Approval</td>
<td>Consideration of a Resolution to</td>
<td>Consideration to approve the</td>
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<td>approve the agenda</td>
<td>February 4, 2020 Regular</td>
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<td>Commission Meeting minutes,</td>
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<td>February 8, 2020 and February 9, 2020 board retreat meeting minutes</td>
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<td>VI Public Comments</td>
<td>Agenda Items ONLY</td>
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<td>Consideration to approve to auto renew the Probation Services Agreement with the City of Guyton</td>
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<td>03 Agreement</td>
<td>Consideration to approve to auto renew the Probation Services Agreement with the City of Springfield</td>
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<tr>
<td>04 Agreement</td>
<td>Consideration to approve to auto renew the Probation Services Agreement with the State Court of Effingham County</td>
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<tr>
<td>05 Agreement</td>
<td>Consideration to approve to auto renew the Probation Services Agreement with the Superior Court of Effingham County</td>
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<tr>
<td>IX Old Business</td>
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<tr>
<td><strong>01 Plat/Deed</strong></td>
<td>Consideration to approve a Final Plat and Warranty Deed for Park West, Phase 4C-2 located off of Noel C. Conaway Road, consisting of 20 lots Map# 419 Parcel# 2</td>
<td>Tabled 02/04/2020</td>
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<tr>
<td>Teresa Concannon</td>
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<tr>
<td><strong>02 Budget</strong></td>
<td>Consideration to approve a Resolution to amend the 2019-2020 Budget</td>
<td>Tabled 02/04/2020</td>
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<tr>
<td>Christy Carpenter</td>
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<th>X New Business</th>
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<td><strong>01 Application</strong></td>
<td>Consideration to approve to authorize the Chairman and the EMA Director to sign and submit a Grant Application to the Georgia Emergency Management Agency (GEMA) for funding to update the Effingham County Multi-Jurisdictional Hazard Mitigation Plan</td>
</tr>
<tr>
<td>Clint Hodges</td>
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<tr>
<td><strong>02 Contract</strong></td>
<td>Consideration to approve a Contract with Schneider/Qpublic to allow for online services to Tax Assessor information</td>
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<tr>
<td>Neal Groover</td>
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<tr>
<td><strong>03 Audit</strong></td>
<td>Consideration to approve a nomination to appoint Brett Bennett as representative to the Coastal Region Metropolitan Planning Organization Board – Citizen Advisory Committee</td>
</tr>
<tr>
<td>Teresa Concannon</td>
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<tr>
<td><strong>04 Resolution</strong></td>
<td>Consideration to approve a Resolution of Surplus</td>
</tr>
<tr>
<td>Alison Bruton</td>
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<tr>
<td><strong>05 Change Order</strong></td>
<td>Consideration to approve Change Order# 1 for an Extension of a Contract with UHK, LLC for the Indigo Road Project</td>
</tr>
<tr>
<td>Eric Larson</td>
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<tr>
<td><strong>06 Change Order</strong></td>
<td>Consideration to approve a Change order for Parker Engineering for additional Engineering Services for the Fort Howard/Old Augusta Road Roundabout</td>
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<tr>
<td>Eric Larson</td>
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<tr>
<td><strong>07 Policy</strong></td>
<td>Consideration to approve Addendum No. 14 to the Effingham County Financial Policy</td>
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<tr>
<td>Alison Bruton</td>
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<tr>
<td><strong>08 Contract</strong></td>
<td>Consideration to approve to issue a Contract to Lane Brothers Auctions, LLC for 2020 Surplus Auction Services</td>
</tr>
<tr>
<td>Alison Bruton</td>
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<tr>
<td><strong>09 Agreement</strong></td>
<td>Consideration to approve to ratify the Lease Agreement with Ricoh USA, Inc. for copiers</td>
</tr>
<tr>
<td>Alison Bruton</td>
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<tr>
<td><strong>10 Contract</strong></td>
<td>Consideration to approve the amended Contract with Hussey Gay Bell for professional services for Hodgeville Lift Station# 4</td>
</tr>
<tr>
<td>Alison Bruton</td>
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<tr>
<td><strong>11 Travel</strong></td>
<td>Consideration to approve to Commissioner Training/Travel for the ACCG 2020 Annual Conference</td>
</tr>
<tr>
<td>Stephanie Johnson</td>
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<tr>
<td><strong>12 Deed</strong></td>
<td>Consideration to approve a Deed to accept a</td>
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### Tim Callanan

**Right of Way Deed** between Effingham County Board of Commissioners and the Effingham County Industrial Development Authority related to a property located on McCall Road

### 13 Agreement

**Tim Callanan**

Consideration to approve an Intergovernmental Agreement between the Effingham County Board of Commissioners and the City of Rincon for temporary water service to the A & R Logistics site located off of McCall Road

### XI Reports from Administrative Staff & Commissioners

### XII Executive Session

Discussion of Personnel, Property and Pending Litigation

### XIII Executive Session Minutes

Consideration to approve the February 4, 2020 and February 8, 2020 executive session meeting minutes

### XIV Planning Board 6:00 PM

<p>| 01 Public Hearing | The Planning Board recommends approving an application by DEA Construction, Inc to rezone 18.78 acres located at 3201 Sandhill Road from I-1 to R-1 for a five lot subdivision Map# 301 Parcel# 41, 42 in the First District |
| 02 Second Reading | Consideration to approve the Second Reading of an application by DEA Construction, Inc to rezone 18.78 acres located at 3201 Sandhill Road from I-1 to R-1 for a five lot subdivision Map# 301 Parcel# 41, 42 in the First District |
| 03 Sketch Plan | The Planning Board recommends approving an application by DEA Construction Inc for a Sketch Plan for Sandhill Road Subdivision located on Sandhill Road, consisting of five lots Map# 301 Parcel# 41, 42 in the First District |
| 04 Public Hearing | The Planning Board recommends denying an application by DEA Construction Inc. for a Variance to waive the sidewalk requirements for a five lot subdivision located on Sandhill Road Map# 301 Parcel# 41., 42 in the First District |
| 05 Second Reading | Consideration to approve the Second reading of an application by DEA Construction Inc. for a Variance to waive the sidewalk requirements for a five lot subdivision located on Sandhill Road Map# 301 Parcel# 41., 42 in the First District |</p>
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<td>06</td>
<td>Public Hearing</td>
<td>The Planning Board recommends approving an application by Elizabeth Moore for a Rural Business/Conditional Use to allow for a small lumber mill located at 332 Harvey Road Map# 303 Parcel# 31 in the First District</td>
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<td>07</td>
<td>Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Elizabeth Moore for a Rural Business/Conditional Use to allow for a small lumber mill located at 332 Harvey Road Map# 303 Parcel# 31 in the First District</td>
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<td>08</td>
<td>Public Hearing</td>
<td>The Planning Board recommends denying an application by South Georgia Custom Homes for a Variance to waive the sidewalk requirement in Emerald Plantation, Phase II located on Bluejay Road Map# 350 Parcel# 16 in the First District</td>
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<td>09</td>
<td>Second Reading</td>
<td>Consideration to approve the Second Reading of an application by South Georgia Custom Homes for a Variance to waive the sidewalk requirement in Emerald Plantation, Phase II located on Bluejay Road Map# 350 Parcel# 16 in the First District</td>
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<td>10</td>
<td>Public Hearing</td>
<td>The Planning Board recommends denying an application by South Georgia Custom Homes for a Variance to waive the requirement to install reuse water lines in Emerald Plantation, Phase II located on Bluejay Road Map# 350 Parcel# 16 in the First District</td>
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<td>12</td>
<td>Sketch Plan</td>
<td>The Planning Board recommends approving an application by South Georgia Custom Homes for a Sketch Plan for Emerald Plantation, Phase III, consisting of 17 lots located off of Bluejay Road Map# 350 Parcel# 16 in the First District</td>
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<tr>
<td>13</td>
<td>Public Hearing</td>
<td>The Planning Board recommends denying an application by South Georgia Custom Homes for a Variance to waive the sidewalk requirements in Emerald Plantation, Phase III located on Bluejay Road Map# 350 Parcel# 16 in the First District</td>
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<td>14 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by South Georgia Custom Homes for a Variance to waive the sidewalk requirements in Emerald Plamation, Phase III located on Bluejay Road Map# 350 Parcel# 16 in the First District</td>
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<td>17 Public Hearing</td>
<td>The Planning Board recommends approving an application by ZC Timber, LLC to rezone 20+ acres of a 49.26 acre parcel located on Bluejay Road from AR-1 to I-1 for timber harvesting and mining Map# 351 Parcel# 6 in the First District</td>
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<td>18 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by ZC Timber, LLC to rezone 20+ acres of a 49.26 acre parcel located on Bluejay Road from AR-1 to I-1 for timber harvesting and mining Map# 351 Parcel# 6 in the First District</td>
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<td>19 Public Hearing</td>
<td>The Planning Board recommends approving an application by Christy McGrath to rezone 2.51 acres located at 240 Ranch Road from AR-1 to AR-2 to split the parcel for a new home site Map# 378A Parcel# 26A in the First District</td>
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<td>20 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Christy McGrath to rezone 2.51 acres located at 240 Ranch Road from AR-1 to AR-2 to split the parcel for a new home site Map# 378A Parcel# 26A in the First District</td>
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<td>21 Public Hearing</td>
<td>The Planning Board recommends approving an application by Kathy Dillard to rezone one (1) acre of a 6.65 acre parcel located at 341 Otis Seckinger Road from AR-1 to AR-2 to</td>
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allow for a home site Map# 415 Parcel# 28 in the Second District

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<td><strong>22 Second Reading</strong></td>
<td>Consideration to approve the Second Reading of an application by Kathy Dillard to rezone one (1) acre of a 6.65 acre parcel located at 341 Otis Seckinger Road from AR-1 to AR-2 to allow for a home site Map# 415 Parcel# 28 in the Second District</td>
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<td><strong>23 Public Hearing</strong></td>
<td>The Planning Board recommends denying an application by Rhett Roscinski to rezone 10.12 acres located at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business Map# 416 Parcel# 3 in the Second District</td>
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<td><strong>24 Second Reading</strong></td>
<td>Consideration to approve the Second Reading of an application by Rhett Roscinski to rezone 10.12 acres located at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business Map# 416 Parcel# 3 in the Second District</td>
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<tr>
<td><strong>25 Public Hearing</strong></td>
<td>The Planning Board recommends denying an application by Rhett Roscinski for a Conditional Use to allow for a Rural Business located at 430 Hodgeville Road to operate a diesel engine repair business Map# 416 Parcel# 3 in the Second District</td>
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<td><strong>26 Second Reading</strong></td>
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<td><strong>27 Public Hearing</strong></td>
<td>The Planning Board recommends denying an application by James Thompson to rezone 3.67 acres located at 810 Shearwood Road from AR-1 to B-3 to allow for light fabrication and storage in an existing building Map# 221 Parcel# 9 in the Third District</td>
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| **29 Public Hearing** | The Planning Board recommends approving an application by Wayne Hurst to rezone a two (2) acre parcel and a 2.09 acre parcel from a
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<td><strong>26.50 acre parcel for home sites located at 153 George Hurst Road Map# 223 Parcel# 2, 2A in the Third District</strong></td>
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</tr>
<tr>
<td><strong>30 Second Reading</strong></td>
<td>Consideration to approve the Second Reading of an application by Wayne Hurst to rezone a two (2) acre parcel and a 2.09 acre parcel from a 26.50 acre parcel for home sites located at 153 George Hurst Road Map# 223 Parcel# 2, 2A in the Third District</td>
</tr>
<tr>
<td><strong>31 Public Hearing</strong></td>
<td>The Planning Board recommends approving an application by Linda Heidt to rezone two (2) acres out of a 15.02 acre parcel located at 2954 Springfield Egypt Road from AR-1 to AR-2 Map# 290 Parcel# 1 in the Third District</td>
</tr>
<tr>
<td><strong>32 Second Reading</strong></td>
<td>Consideration to approve the Second Reading of an application by Linda Heidt to rezone two (2) acres out of a 15.02 acre parcel located at 2954 Springfield Egypt Road from AR-1 to AR-2 Map# 290 Parcel# 1 in the Third District</td>
</tr>
<tr>
<td><strong>33 Public Hearing</strong></td>
<td>The Planning Board recommends approving an application by Mary Derryberry to rezone 3 acres located on Hwy 21 North from B-2 to AR-2 to allow for a home site Map# 316 Parcel# 18 in the Third District</td>
</tr>
<tr>
<td><strong>34 Second Reading</strong></td>
<td>Consideration to approve the Second Reading of an application by Mary Derryberry to rezone 3 acres located on Hwy 21 North from B-2 to AR-2 to allow for a home site Map# 316 Parcel# 18 in the Third District</td>
</tr>
<tr>
<td><strong>35 Public Hearing</strong></td>
<td>The Planning Board recommends approving an application by Wesley Shaw to rezone 17.77 acres located on Gold Kist Road from I-1 to AR-1 to allow for a home site Map# 420 Parcel# 21B in the Third District</td>
</tr>
<tr>
<td><strong>36 Second Reading</strong></td>
<td>Consideration to approve the Second Reading of an application by Wesley Shaw to rezone 17.77 acres located on Gold Kist Road from I-1 to AR-1 to allow for a home site Map# 420 Parcel# 21B in the Third District</td>
</tr>
<tr>
<td><strong>37 Public Hearing</strong></td>
<td>The Planning Board recommends approving an application by Andrew Capwell to rezone 5 acres located at 305 Gold Kist Road from I-1 to AR-1 to allow for a home site Map# 420 Parcel# 21B01 in the Third District</td>
</tr>
<tr>
<td><strong>38 Second Reading</strong></td>
<td>Consideration to approve the Second Reading of an application by Andrew Capwell to rezone 5 acres located at 305 Gold Kist Road from I-1</td>
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<td>to AR-1 to allow for a homesite Map# 420 Parcel# 21B01 in the Third District</td>
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<td>39 Public Hearing</td>
<td>The Planning Board recommends denying an application by Beacon Builders for a Variance to waive the sidewalk requirements in Barrister Landing located on Courthouse Road Map# 347 Parcel# 8 in the Fourth District</td>
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<tr>
<td>40 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Beacon Builders for a Variance to waive the sidewalk requirements in Barrister Landing located on Courthouse Road Map# 347 Parcel# 8 in the Fourth District</td>
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<tr>
<td>41 Public Hearing</td>
<td>The Planning Board recommends approving an application by Beacon Builders to waive the requirement to install reuse water lines in Barrister Landing located on Courthouse Road Map# 347 Parcel# 8 in the Fourth District</td>
</tr>
<tr>
<td>42 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Beacon Builders to waive the requirement to install reuse water lines in Barrister Landing located on Courthouse Road Map# 347 Parcel# 8 in the Fourth District</td>
</tr>
<tr>
<td>43 Public Hearing</td>
<td>The Planning Board recommends approving an application by Shirley Calvert for a Variance to allow a camper as a temporary residence at 200 Tommy Long Road Map# 459 Parcel# 50A in the Fourth District</td>
</tr>
<tr>
<td>44 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Shirley Calvert for a Variance to allow a camper as a temporary residence at 200 Tommy Long Road Map# 459 Parcel# 50A in the Fourth District</td>
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<td>X</td>
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<td>Consideration to approve to auto renew the Probation Services Agreement with the City of Guyton</td>
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<td>03 Agreement</td>
<td>Consideration to approve to auto renew the Probation Services Agreement with the City of Springfield</td>
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<td>04 Agreement</td>
<td>Consideration to approve to auto renew the Probation Services Agreement with the State Court of Effingham County</td>
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<td>05 Agreement</td>
<td>Consideration to approve to auto renew the Probation Services Agreement with the Superior Court of Effingham County</td>
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## IX Old Business

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<tbody>
<tr>
<td>01</td>
<td>Plat/Deed</td>
<td>Teresa Concannon</td>
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<tr>
<td></td>
<td>Consideration to approve a Final Plat and Warranty Deed for Park West, Phase 4C-2 located off of Noel C. Conaway Road, consisting of 20 lots Map# 419 Parcel# 2</td>
<td>Tabled 02/04/2020</td>
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<tr>
<td>02</td>
<td>Budget</td>
<td>Christy Carpenter</td>
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<td>Consideration to approve a Resolution to amend the 2019-2020 Budget</td>
<td>Tabled 02/04/220</td>
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## X New Business

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<tbody>
<tr>
<td>01</td>
<td>Application</td>
<td>Clint Hodges</td>
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<tr>
<td></td>
<td>Consideration to approve to authorize the Chairman and the EMA Director to sign and submit a Grant Application to the Georgia Emergency Management Agency (GEMA) for funding to update the Effingham County Multi-Jurisdictional Hazard Mitigation Plan</td>
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<tr>
<td>02</td>
<td>Contract</td>
<td>Neal Groover</td>
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<td></td>
<td>Consideration to approve a Contract with Schneider/Qpublic to allow for online services to Tax Assessor information</td>
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<td>03</td>
<td>Audit</td>
<td>Teresa Concannon</td>
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<td></td>
<td>Consideration to approve a nomination to appoint Brett Bennett as representative to the Coastal Region Metropolitan Planning Organization Board – Citizen Advisory Committee</td>
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<td>04</td>
<td>Resolution</td>
<td>Alison Bruton</td>
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<td></td>
<td>Consideration to approve a Resolution of Surplus</td>
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<td>05</td>
<td>Change Order</td>
<td>Eric Larson</td>
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<td></td>
<td>Consideration to approve Change Order# 1 for an Extension of a Contract with UHK, LLC for the Indigo Road Project</td>
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<td>06</td>
<td>Change Order</td>
<td>Eric Larson</td>
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<td>Consideration to approve a Change order for Parker Engineering for additional Engineering Services for the Fort Howard/Old Augusta Road Roundabout</td>
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<td>07</td>
<td>Policy</td>
<td>Alison Bruton</td>
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<td></td>
<td>Consideration to approve Addendum No. 14 to the Effingham County Financial Policy</td>
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<td>08</td>
<td>Contract</td>
<td>Alison Bruton</td>
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<td></td>
<td>Consideration to approve to issue a Contract to Lane Brothers Auctions, LLC for 2020 Surplus Auction Services</td>
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<tr>
<td>09</td>
<td>Agreement</td>
<td>Alison Bruton</td>
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<td></td>
<td>Consideration to approve to ratify the Lease Agreement with Ricoh USA, Inc. for copiers</td>
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<td>10</td>
<td>Contract</td>
<td>Alison Bruton</td>
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<td></td>
<td>Consideration to approve the amended Contract with Hussey Gay Bell for professional services for Hodgeville Lift Station# 4</td>
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<td>11</td>
<td>Travel</td>
<td>Stephanie Johnson</td>
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<td>Consideration to approve to Commissioner Training/Travel for the ACCG 2020 Annual Conference</td>
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<td>12</td>
<td>Deed</td>
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<td>Consideration to approve a Deed to accept a</td>
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<td><strong>Agenda Item</strong></td>
<td><strong>Description</strong></td>
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<tr>
<td>Tim Callanan</td>
<td>Right of Way Deed between Effingham County Board of Commissioners and the Effingham County Industrial Development Authority related to a property located on McCall Road</td>
<td></td>
</tr>
<tr>
<td>13 Agreement Tim Callanan</td>
<td>Consideration to approve an Intergovernmental Agreement between the Effingham County Board of Commissioners and the City of Rincon for temporary water service to the A &amp; R Logistics site located off of McCall Road</td>
<td></td>
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<tr>
<td>XI Reports from Administrative Staff &amp; Commissioners</td>
<td></td>
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<tr>
<td>XII Executive Session</td>
<td>Discussion of Personnel, Property and Pending Litigation</td>
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<tr>
<td>XIII Executive Session Minutes</td>
<td>Consideration to approve the February 4, 2020 and February 8, 2020 executive session meeting minutes</td>
<td></td>
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<tr>
<td>XIV Planning Board 6:00 PM</td>
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<tr>
<td>01 Public Hearing</td>
<td>The Planning Board recommends approving an application by DEA Construction, Inc to rezone 18.78 acres located at 3201 Sandhill Road from I-1 to R-1 for a five lot subdivision Map# 301 Parcel# 41, 42 in the First District</td>
<td></td>
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<tr>
<td>02 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by DEA Construction, Inc to rezone 18.78 acres located at 3201 Sandhill Road from I-1 to R-1 for a five lot subdivision Map# 301 Parcel# 41, 42 in the First District</td>
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<tr>
<td>03 Sketch Plan</td>
<td>The Planning Board recommends approving an application by DEA Construction Inc for a Sketch Plan for Sandhill Road Subdivision located on Sandhill Road, consisting of five lots Map# 301 Parcel# 41, 42 in the First District</td>
<td></td>
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<tr>
<td>04 Public Hearing</td>
<td>The Planning Board recommends denying an application by DEA Construction Inc. for a Variance to waive the sidewalk requirements for a five lot subdivision located on Sandhill Road Map# 301 Parcel# 41., 42 in the First District</td>
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<tr>
<td>05 Second Reading</td>
<td>Consideration to approve the Second reading of an application by DEA Construction Inc. for a Variance to waive the sidewalk requirements for a five lot subdivision located on Sandhill Road Map# 301 Parcel# 41., 42 in the First District</td>
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<tr>
<td>06 Public Hearing</td>
<td>The Planning Board recommends approving an application by Elizabeth Moore for a Rural Business/Conditional Use to allow for a small lumber mill located at 332 Harvey Road Map# 303 Parcel# 31 in the First District</td>
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<tr>
<td>07 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Elizabeth Moore for a Rural Business/Conditional Use to allow for a small lumber mill located at 332 Harvey Road Map# 303 Parcel# 31 in the First District</td>
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<tr>
<td>08 Public Hearing</td>
<td>The Planning Board recommends denying an application by South Georgia Custom Homes for a Variance to waive the sidewalk requirement in Emerald Plantation, Phase II located on Bluejay Road Map# 350 Parcel# 16 in the First District</td>
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<tr>
<td>09 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by South Georgia Custom Homes for a Variance to waive the sidewalk requirement in Emerald Plantation, Phase II located on Bluejay Road Map# 350 Parcel# 16 in the First District</td>
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<tr>
<td>10 Public Hearing</td>
<td>The Planning Board recommends denying an application by South Georgia Custom Homes for a Variance to waive the requirement to install reuse water lines in Emerald Plantation, Phase II located on Bluejay Road Map# 350 Parcel# 16 in the First District</td>
<td></td>
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<tr>
<td>11 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by South Georgia Custom Homes for a Variance to waive the requirement to install reuse water lines in Emerald Plantation, Phase II located on Bluejay Road Map# 350 Parcel# 16 in the First District</td>
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<tr>
<td>12 Sketch Plan</td>
<td>The Planning Board recommends approving an application by South Georgia Custom Homes for a Sketch Plan for Emerald Plantation, Phase III, consisting of 17 lots located off of Bluejay Road Map# 350 Parcel# 16 in the First District</td>
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<tr>
<td>13 Public Hearing</td>
<td>The Planning Board recommends denying an application by South Georgia Custom Homes for a Variance to waive the sidewalk requirements in Emerald Plantation, Phase III located on Bluejay Road Map# 350 Parcel# 16 in the First District</td>
<td></td>
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</tbody>
</table>
14 Second Reading  | Consideration to approve the Second Reading of an application by South Georgia Custom Homes for a Variance to waive the sidewalk requirements in Emerald Planation, Phase III located on Bluejay Road Map# 350 Parcel# 16 in the First District

15 Public Hearing | The Planning Board recommends denying an application by South Georgia Custom Homes for a Variance to waive the requirement to install reuse water lines in Emerald Planation, Phase III located on Bluejay Road Map# 350 Parcel# 16 in the First District

16 Second Reading | Consideration to approve the Second Reading of an application by South Georgia Custom Homes for a Variance to waive the requirement to install reuse water lines in Emerald Planation, Phase III located on Bluejay Road Map# 350 Parcel# 16 in the First District

17 Public Hearing | The Planning Board recommends approving an application by ZC Timber, LLC to rezone 20+ acres of a 49.26 acre parcel located on Bluejay Road from AR-1 to I-1 for timber harvesting and mining Map# 351 Parcel# 6 in the First District

18 Second Reading | Consideration to approve the Second Reading of an application by ZC Timber, LLC to rezone 20+ acres of a 49.26 acre parcel located on Bluejay Road from AR-1 to I-1 for timber harvesting and mining Map# 351 Parcel# 6 in the First District

19 Public Hearing | The Planning Board recommends approving an application by Christy McGrath to rezone 2.51 acres located at 240 Ranch Road from AR-1 to AR-2 to split the parcel for a new home site Map# 378A Parcel# 26A in the First District

20 Second Reading | Consideration to approve the Second Reading of an application by Christy McGrath to rezone 2.51 acres located at 240 Ranch Road from AR-1 to AR-2 to split the parcel for a new home site Map# 378A Parcel# 26A in the First District

21 Public Hearing | The Planning Board recommends approving an application by Kathy Dillard to rezone one (1) acre of a 6.65 acre parcel located at 341 Otis Seckinger Road from AR-1 to AR-2 to
<table>
<thead>
<tr>
<th>22 Second Reading</th>
<th>Consideration to approve the Second Reading of an application by Kathy Dillard to rezone one (1) acre of a 6.65 acre parcel located at 341 Otis Seckinger Road from AR-1 to AR-2 to allow for a home site Map# 415 Parcel# 28 in the Second District</th>
</tr>
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<tbody>
<tr>
<td>23 Public Hearing</td>
<td>The Planning Board recommends denying an application by Rhett Roscinski to rezone 10.12 acres located at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business Map# 416 Parcel# 3 in the Second District</td>
</tr>
<tr>
<td>24 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Rhett Roscinski to rezone 10.12 acres located at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business Map# 416 Parcel# 3 in the Second District</td>
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<tr>
<td>25 Public Hearing</td>
<td>The Planning Board recommends denying an application by Rhett Roscinski for a Conditional Use to allow for a Rural Business located at 430 Hodgeville Road to operate a diesel engine repair business Map# 416 Parcel# 3 in the Second District</td>
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<tr>
<td>26 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Rhett Roscinski for a Conditional Use to allow for a Rural Business located at 430 Hodgeville Road to operate a diesel engine repair business Map# 416 Parcel# 3 in the Second District</td>
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<tr>
<td>27 Public Hearing</td>
<td>The Planning Board recommends denying an application by James Thompson to rezone 3.67 acres located at 810 Shearwood Road from AR-1 to B-3 to allow for light fabrication and storage in an existing building Map# 221 Parcel# 9 in the Third District</td>
</tr>
<tr>
<td>28 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by James Thompson to rezone 3.67 acres located at 810 Shearwood Road from AR-1 to B-3 to allow for light fabrication and storage in an existing building Map# 221 Parcel# 9 in the Third District</td>
</tr>
<tr>
<td>29 Public Hearing</td>
<td>The Planning Board recommends approving an application by Wayne Hurst to rezone a two (2) acre parcel and a 2.09 acre parcel from a</td>
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<td>Item</td>
<td>Description</td>
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<tr>
<td>26.50 acre parcel for home sites located at 153 George Hurst Road Map# 223 Parcel# 2, 2A in the Third District</td>
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<tr>
<td>30 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Wayne Hurst to rezone a two (2) acre parcel and a 2.09 acre parcel from a 26.50 acre parcel for home sites located at 153 George Hurst Road Map# 223 Parcel# 2, 2A in the Third District</td>
</tr>
<tr>
<td>31 Public Hearing</td>
<td>The Planning Board recommends approving an application by Linda Heidt to rezone two (2) acres out of a 15.02 acre parcel located at 2954 Springfield Egypt Road from AR-1 to AR-2 Map# 290 Parcel# 1 in the Third District</td>
</tr>
<tr>
<td>32 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Linda Heidt to rezone two (2) acres out of a 15.02 acre parcel located at 2954 Springfield Egypt Road from AR-1 to AR-2 Map# 290 Parcel# 1 in the Third District</td>
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<tr>
<td>33 Public Hearing</td>
<td>The Planning Board recommends approving an application by Mary Derryberry to rezone 3 acres located on Hwy 21 North from B-2 to AR-2 to allow for a home site Map# 316 Parcel# 18 in the Third District</td>
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<tr>
<td>34 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Mary Derryberry to rezone 3 acres located on Hwy 21 North from B-2 to AR-2 to allow for a home site Map# 316 Parcel# 18 in the Third District</td>
</tr>
<tr>
<td>35 Public Hearing</td>
<td>The Planning Board recommends approving an application by Wesley Shaw to rezone 17.77 acres located on Gold Kist Road from I-1 to AR-1 to allow for a home site Map# 420 Parcel# 21B in the Third District</td>
</tr>
<tr>
<td>36 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Wesley Shaw to rezone 17.77 acres located on Gold Kist Road from I-1 to AR-1 to allow for a home site Map# 420 Parcel# 21B in the Third District</td>
</tr>
<tr>
<td>37 Public Hearing</td>
<td>The Planning Board recommends approving an application by Andrew Capwell to rezone 5 acres located at 305 Gold Kist Road from I-1 to AR-1 to allow for a homesite Map# 420 Parcel# 21B01 in the Third District</td>
</tr>
<tr>
<td>38 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Andrew Capwell to rezone 5 acres located at 305 Gold Kist Road from I-1</td>
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<tr>
<td>39 Public Hearing</td>
<td>The Planning Board recommends denying an application by Beacon Builders for a Variance to waive the sidewalk requirements in Barrister Landing located on Courthouse Road Map# 347 Parcel# 8 in the Fourth District</td>
</tr>
<tr>
<td>40 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Beacon Builders for a Variance to waive the sidewalk requirements in Barrister Landing located on Courthouse Road Map# 347 Parcel# 8 in the Fourth District</td>
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<tr>
<td>41 Public Hearing</td>
<td>The Planning Board recommends approving an application by Beacon Builders to waive the requirement to install reuse water lines in Barrister Landing located on Courthouse Road Map# 347 Parcel# 8 in the Fourth District</td>
</tr>
<tr>
<td>42 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Beacon Builders to waive the requirement to install reuse water lines in Barrister Landing located on Courthouse Road Map# 347 Parcel# 8 in the Fourth District</td>
</tr>
<tr>
<td>43 Public Hearing</td>
<td>The Planning Board recommends approving an application by Shirley Calvert for a Variance to allow a camper as a temporary residence at 200 Tommy Long Road Map# 459 Parcel# 50A in the Fourth District</td>
</tr>
<tr>
<td>44 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Shirley Calvert for a Variance to allow a camper as a temporary residence at 200 Tommy Long Road Map# 459 Parcel# 50A in the Fourth District</td>
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**XV Adjournment**
Staff Report

Subject: Consideration to renew the Public Wi-Fi Service Agreement with Planters Communications LLC for a one year period from March 20, 2020 to March 20, 2021.

Author: Alison Bruton, Purchasing Agent, Chris Reed, I.T. Director

Department: Purchasing and I.T.

Meeting Date: 02-18-2020

Item Description: Public Wi-Fi Service

Summary Recommendation: Approval to renew

Executive Summary/Background:

- The recreation complex is a state-of-the-art facility that requires fiber optic cable service in order to offer a public Wi-Fi system as well as point-of-sale equipment at the concession stand.
- County data communications for the Parks and Landscapes Department is also provided by this connection and when the Recreation and Sports Management Department move to the complex, their data communications will be provided by this connection also.
- Planters Communications has fiber optic on site.
- The Planters Foundation gave the County a grant to pay for the equipment needed for public Wi-Fi.
- The agreement is for the corresponding service required to run the system. The service is top of the line, with 1 gig which handles hundreds of simultaneous users.
- The agreement is for a 72 month period which has to be approved annually by the Board.
- The agreement can be cancelled with 60 days written notice by either party.

Alternatives for Commission to Consider

1. Board approval to allow the Agreement with Planters Communications, LLC for the public Wi-Fi service at the Clarence Morgan Recreation Complex to automatically renew for the period March 20, 2020 until March 20, 2021.
2. Cancel the agreement and issue a termination letter to Planters Communications, LLC.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: I.T.

Funding Source: $500 month – General Fund

Attachments: Planters Communications, LLC Service Contract, Multi Year Addendum and No-Disclosure Agreement.
1. Provision of Services. Subject to all terms and conditions of this Agreement: a. Planters Communications, LLC ("PCOM") shall provide to the Customer those Services specified in the Service Order incorporated herein ("Services"), commencing upon the date PCOM notifies Customer that the Services are available for Customer's use ("Customer Acceptance Date") and continuing throughout the Term of this Agreement. b. Customer shall pay for Services as provided in the Service Order upon invoice from PCOM. PCOM may, at its election, provide any additional services required for installation or use of Services, and Customer agrees to pay all rates and charges for such additional services upon invoice from PCOM.

2. Term. The term of this Agreement (the "Term") shall commence as of the date PCOM accepts Customer's offer to purchase Service(s) as specified in Section 3 below (the "Effective Date"), and shall continue for the duration of time set forth in the Service Order (the "Initial Term"), subject to renewal as set forth herein. Upon the expiration of the Initial Term or any renewal term, this Agreement shall automatically revert to a Month-to-Month basis, unless a party has delivered to the other party written notice to the contrary at least thirty (30) days prior to the end of the term. If no term is specified on the Service Order, the Initial Term of this Agreement shall be deemed to be thirty (30) days.

3. Service Ordering. Customer shall offer to purchase Service(s) by executing completed Service Order(s). PCOM shall be deemed to have accepted such offer upon PCOM's execution thereof.

4. Upgrades to Service Orders. a. From time to time during the Term, Customer may elect to purchase additional quantities of, or functionally enhanced versions of, Services ("Upgrades"). In such event, at Customer's election, and subject to PCOM's approval and acceptance thereof, Customer may upgrade the Service Order through execution of an "Upgrade Service Order" which sets forth, in addition to any other information required to be set forth in a Service Order, the functionally enhanced versions of Services to be provided thereunder (or where Customer seeks additional quantities of existing Services, the total amount of such Services to be provided to Customer). b. Upon PCOM's execution of an Upgrade Service Order, such Upgrade Service Order shall be deemed to terminate the prior Service Order without liability to Customer for any early termination charges. Customer acknowledges that Customer shall remain liable for all charges associated with Services actually provided during the term of such terminated Service Order (including any charges for additional services required for installation or use of such Services).

5. Credit Approval and Deposits. Customer will provide PCOM with credit information regarding Customer as requested, and delivery of Services is expressly made subject to credit approval. PCOM may require Customer to make a deposit (which will not exceed Customer's estimated charges for all Services for two months) as a condition to PCOM's acceptance of the Service Order, or as a condition to PCOM's continuation of Services. The deposit will be held by PCOM as security for payment of Customer's charges, and, in PCOM's sole discretion, may be applied against any past-due charge (and Customer may be required to replenish such deposit). Upon termination of the Agreement, the amount of the deposit then remaining will be credited to Customer's account and any remaining credit balance (if any) will be refunded to Customer. Customer shall not receive the benefit of any interest earned on said deposit.

6. Rates and Charges. Rates and charges for Service(s) shall be set forth in the Service Order. Charges for additional services required for installation or use of such Service(s) shall be at PCOM's then-current charges for same. Billing to Customer for recurring charges with respect to a given Service(s) will commence on the Customer Acceptance Date for such Service(s). All other charges for Services or additional Services may be billed at the times designated by PCOM.

7. Payment. PCOM shall invoice Customer on a monthly basis, provided, however, that PCOM may invoice Customer for nonrecurring charges for the Services, or for additional services, at any time. Billings for partial months are prorated based on a calendar month. Customer shall pay all amounts set forth on an invoice no later than the due date set forth therein or, if no due date is set forth therein, within thirty (30) days after the date of invoice. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full. Customer agrees to pay PCOM its reasonable expenses, including attorney and collection agency fees, incurred in enforcing PCOM's rights under the Agreement.

8. Disputed Invoices. In the event Customer disputes any portion of a PCOM invoice, Customer shall pay the undisputed portion of the invoice by the date the same is due, and shall submit to PCOM a written claim for the disputed amount, which sets forth with specificity Customer's grounds for such dispute. All claims must be submitted to PCOM within sixty (60) days of receipt of the invoice for those Services. PCOM waives the right to dispute any charges not disputed within such sixty (60) day period. In the event that the dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate referenced in, and calculated in accordance with, Section 7 above.

9. Taxes. Customer will be responsible for all applicable taxes, fees, duties, charges, or regulatory surcharges that arise in any jurisdiction on the provision, sale or use of the Service(s) and required by applicable law to be passed through to Customer, including, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes or federal or state universal services charges (collectively, "Applicable Taxes"). If a Party is entitled to an exemption from any Applicable Taxes, such Party shall be responsible for presenting the other Party with a valid exemption certificate. Both Parties will give effect to any such valid exemption certificate to the extent it applies to any Service(s) billed by a Party to the other Party.

10. Customer's Use of Service. Customer shall defend, indemnify, and hold harmless PCOM from and against any and all costs, losses, harm or damages (including without limitation reasonable attorney's fees) arising out of or relating to Customer's use of the Services, including claims resulting from use of the Services by Customer's end users and/or the content of any communications transmitted via the Service(s). Customer shall not cause or permit Customer or Customer's end users to use the Services: (i) to violate, or in connection with any act or omission which violates, any law, rule, regulation or policy of any government authority; (ii) for any unlawful, immoral, invasive, infringing, harassing, defamatory, fraudulent, or obscene purpose; or (iii) in a manner that violates PCOM's then-current publicly available policies regarding acceptable use of Service(s). Customer shall pay all charges arising from all use of the Services by Customer's end users, without regard to whether such use was authorized by Customer.
11. **Force Majeure.** If either Party shall be prevented from performing any portion of the Agreement (except obligations for the payment of money) by causes beyond its control, including without limitation labor disputes, civil commotion, war, governmental regulations or controls, inability to obtain materials or service(s), casualty to or failure of equipment, software or communications services, or acts of God, such party shall be excused from the performance for the period of the delay and the time of such party’s performance shall be extended for a period of time equal to the duration of the conditions causing such delay.

12. **Suspension of Service(s).** a. PCOM may suspend Service(s) without liability if Customer fails to pay a past due balance for charges (other than amounts disputed in accordance with Section 8 above) within seven (7) business days after Customer's receipt of written notice from PCOM of planned suspension of Services, and may continue such suspension until all amounts due are paid in full and Customer has satisfied any applicable credit or deposit requirements of PCOM, or PCOM terminates the applicable Service(s) or the Agreement pursuant to the terms of this Agreement. b. PCOM may immediately suspend Service(s) without liability if Customer violates its obligations under Section 10 above or under the Nondisclosure provisions of this Agreement, and may continue such suspension until any such violation has been cured to the reasonable satisfaction of PCOM, or until PCOM terminates the applicable Service(s), the Service Order or the Agreement pursuant to the terms of this Agreement.

13. **LIMITATION OF LIABILITY.** a. Any other provision of the Agreement to the contrary notwithstanding, the aggregate liability of PCOM to Customer for any losses or damages, whether direct or indirect, arising out of or in connection with the Agreement or the use of any Services or Facilities by Customer or any Customer end user, including without limitation any cause of action sounding in contract, tort or strict liability, shall be limited to actual, direct damages incurred but in no event shall exceed an amount equal to the proportionate fixed monthly charge paid to PCOM by Customer for the Service(s) which gave rise to the liability during the period of time in which the act or omission giving rise to such liability occurred. b. Except for Customer's indemnification obligations under the Agreement, neither party shall be liable to the other party for lost profits or other consequential damages, or indirect damages, or exemplary or punitive damages, or for any claims against such other party by any third party, even if such party was advised of the possibility of same.

14. **DISCLAIMER OF WARRANTIES.** PCOM MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING ANY SERVICES OR FACILITIES, AND PCOM HEREBY EXCLUDES AND DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF THE TRADE. CUSTOMER ACKNOWLEDGES PCOM HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

15. **Assignment.** Customer shall not assign, transfer, or dispose of this Agreement or any of its rights or obligations hereunder without prior written consent of PCOM, which shall not be unreasonably withheld; provided, however, that Customer may assign or transfer this Agreement in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of PCOM.

16. **Notice.** Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. All notices given under the Agreement shall be addressed to the individuals identified on the Service Order (at the address designated thereon) or to such other addresses of which the parties have been advised in writing by any of the above-described means.

17. **Governing Law.** This Agreement and the legal relations between the Parties shall be governed by the State of Georgia, without regard to Georgia’s conflict of law principles, and the parties agree that any appropriate state or district court located in Fulton County, Georgia, shall have exclusive jurisdiction over any case or controversy arising hereunder, and Customer hereby consents to the personal jurisdiction of all such courts over Customer.

18. **Entire Agreement.** This Agreement, including without limitation the Service Order, Supplement(s), and these General Terms and Conditions, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, and, except as provided herein, may not be amended, modified or altered except by a written instrument duly executed by the parties.

19. **Severability.** Any provision of the Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective only to the extent of such holding or determination without (i) invalidating the remaining provisions of the Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

20. **Relationship of Parties.** Nothing in the Agreement shall be construed as creating a joint venture or partnership between the Parties. Neither Party has or shall have any authority to bind, assume any obligation for or incur any debt on behalf of the other party in any respect whatsoever.

This Network Access Supplement ("Supplement") is hereby made a part of the Agreement between Planters Communications, LLC ("PCOM") and Customer dated __________ 2017, which shall govern the provision of the Services specified in the Service Order to be provided to Customer by PCOM.
1. Customer Premises, PCOM Facilities. a. Customer shall allow PCOM access to the location(s) occupied by Customer, or Customer's end users, in which Services are delivered ("Customer Premises") to the extent reasonably determined by PCOM for the installation, inspection and scheduled or emergency maintenance of Services or Facilities relating to the Services. ("Facilities" are the real or personal property owned or leased by PCOM and used to deliver Services, including, without limitation, terminal and other equipment, wires, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, and private rooms.) PCOM shall notify Customer two (2) business days in advance of any regularly scheduled maintenance that will require access to the Customer Premises. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the Facilities on the Customer Premises, and shall ensure that Customer Premises are secure and safe from hazards to the Facilities or to PCOM's employees, agents and contractors. b. Title to all Facilities shall remain with PCOM. PCOM will provide and maintain the facilities in good working order. Customer shall not, and shall not permit others to, without the prior written consent of PCOM, (i) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, (ii) use any Facilities for any purpose other than that for which PCOM provides them, or (iii) take any action that causes the imposition of any lien or encumbrance on the Facilities. Anything in the Agreement to the contrary notwithstanding, in no event will PCOM be liable to Customer, or any other person, for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the Facilities by Customer or third parties provided access to the Facilities by Customer in violation of this Section. Customer agrees (which agreement shall survive the expiration, termination or cancellation of the Service Order) to allow PCOM to remove the Facilities from the Customer Premises (1) after termination, expiration or cancellation of the Services in connection with which the Facilities were used, and (2) for maintenance, repair, replacement or otherwise as PCOM may determine is necessary or desirable from time to time. c. Customer shall defend, indemnify and hold harmless PCOM, and its successors and assigns, against any and all claims, liability, loss, damage, or harm (including without limitation reasonable legal fees) suffered by PCOM to the extent that such claim results from Customer's negligence, willful misconduct or failure to perform its obligations under this Section, including without limitation any damage to, or loss of, the Facilities resulting therefrom.

2. Customer-Provided Equipment. PCOM may install certain Customer-provided communications equipment at the request of Customer, but PCOM shall not be responsible for the operation or maintenance of any such equipment. PCOM shall have no liability whatsoever with respect to the configuration, management, performance or any other issue relating to such equipment.

3. Use of PCOM Marks. Customer shall not use any trademarks, service marks, logos or trade names of PCOM (the "PCOM Marks") in any manner whatsoever without PCOM's express advance written consent. Customer shall not issue any press release, announcement or public statement with respect to the Agreement or PCOM without PCOM's express advance written consent. Customer agrees that it will use the PCOM Marks in strict compliance with PCOM's instructions. Customer shall defend, indemnify and hold harmless PCOM from and against any and all costs, losses, harm or damages (including without limitation reasonable attorney's fees) arising from or in connection with Customer's breach of this Section. PCOM may revoke any consent granted to Customer to use PCOM Marks, or any other approval granted under this Section at any time and for any reason. Customer's breach of this Section shall be a material breach of the Agreement constituting cause for termination of this Agreement.

4. Nondisclosure. a. The parties agree that during the Term of this Agreement as defined in the General Terms and Conditions, a party may receive (the "Receiving Party") Proprietary Information (as hereinafter defined) of the other party (the "Disclosing Party"), and that the Receiving Party shall maintain such information in confidence and shall not disclose such information to any third party or use for any purpose whatsoever, except to the extent required for such party's performance under the Agreement. b. The parties acknowledge that PCOM is subject to legal requirements of disclosure pursuant to Georgia law, including without limitation those legal requirements set forth at Chapter 18 of Title 50 of the Official Code of Georgia Annotated. If a Receiving Party is requested (including without limitation by virtue of a request for information under the Georgia Open Records Act) or required or becomes legally compelled (by deposition, interrogatories, subpoena, civil investigative demand, or similar process) to disclose any Proprietary Information of the other party, such Receiving Party shall provide the Disclosing Party with prompt notice of such request(s), requirements or compulsion so that such Disclosing Party may seek an appropriate protective order or other appropriate limitation on the disclosure from an appropriate regulatory authority of competent jurisdiction. The parties further agree that, anything in the Agreement to the contrary notwithstanding, such Receiving Party's compliance with such request, requirement or compulsion shall not be deemed a breach of the Agreement. c. For the purposes of this Agreement, "Proprietary Information" shall mean all technical, economic, business, engineering or other confidential information (including Trade Secrets as defined by the Georgia Uniform Trade Secrets act, as amended). Proprietary Information shall not include any information for which the Receiving Party can prove: (i) is, or becomes, public knowledge through no act or fault of the Receiving Party; (ii) is publicly disclosed by the proprietor thereof; (iii) is lawfully obtained without obligations of confidentiality by the Receiving Party from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) is independently developed by the Receiving Party from sources, or through persons, that the Receiving Party can demonstrate had had no access to Confidential Information of the Disclosing Party; or (v) is lawfully known by the Receiving Party at the time of disclosure other than by reason of discussions with or disclosures by the Disclosing Party. d. The Receiving Party acknowledges that, upon the breach or threatened breach by the Receiving Party of any provision contained in this Section, the Disclosing Party shall be without an adequate remedy at law, and would suffer or be threatened with irreparable injury, and that the Receiving Party shall have the right to obtain immediate injunctive relief against the Receiving Party, in addition to all other remedies hereunder, in equity and at law. This Section shall survive expiration or termination of the Agreement for any reason whatsoever, and the Receiving Party's obligations under this Section shall continue (i) with respect to Proprietary Information received from the Disclosing Party which also constitutes "trade secrets", as that term is defined by applicable law, until such time as such information no longer constitutes a trade secret due to no fault of the Receiving Party, and (ii) with respect to all other Proprietary Information, for a period of eighteen (18) months after the expiration or termination of the Agreement.

5. Termination by PCOM. PCOM may, by sending written notice of termination to Customer with termination effective as of the date such notice is given, terminate the Agreement, without any liability, in the event that: a. any amounts due and owing by Customer (other than amounts disputed in accordance with Section 9 of the General Terms and Conditions) remain unpaid sixty (60) days after the date such amounts were first due; b. Customer fails to perform its obligations; (ii) becomes insolvent; (iii) makes a general assignment for the benefit of creditors; (iv) files (or has filed against it) a petition in bankruptcy; c. Customer's use of Services materially exceeds Customer's credit limit and/or then-current deposit balance, unless (i) within five (5) business days written notice thereof by PCOM, Customer provides adequate security for payment for Services, or (ii) prior to materially exceeding such credit limit, Customer has provided to PCOM adequate security for payment for Services; d.
anything in this Agreement to the contrary notwithstanding, Customer breaches Section 10 of the General Terms and Conditions, or Customer’s end users use Service(s) in a manner described at subsection (i), (ii), or (iii) of Section 10 of the General Terms and Conditions, more than three (3) times in any one hundred eighty (180) day period during the term applicable to such Services; e. PCOM is ordered, by a federal, state or local governmental entity, regulatory body or court of competent jurisdiction, to cease providing Service(s); or f. changes in applicable law, regulation, decision, rule or order materially increase the costs to PCOM of, or materially affects other terms of PCOM’s delivery of Service(s), and PCOM and Customer are unable to reach agreement respecting new rates, terms and/or conditions regarding such Service(s) within thirty (30) days after PCOM’s delivery of written notice requesting renegotiation thereof.

6. Termination by Either Party. In addition to any other right of a party to terminate the Agreement, a party may, by sending written notice of termination to the breaching party with termination effective as of the date such notice is given, terminate the Agreement in the event such party believes the other party has committed a material breach of any obligation undertaken in the Agreement, provided that such non-breaching party has first delivered written notice of such breach to the other party, and (i) if the breach arises other than under Sections 1, 7 or 10 of the General Terms and Conditions or Section 4 of this Supplement, thirty (30) calendar days have passed since receipt of said notice and the breaching party has not cured such breach, (ii) if the breach arises under Sections 1, 7 or 10 of the General Terms and Conditions or Section 4 of this Supplement, five (5) calendar days have passed since receipt of said notice and the breaching party has not cured such breach.

7. Termination by Customer. a. Customer may terminate the Agreement prior to the end of the Term therefor without payment of any applicable termination charge if: (i) any Service is Unavailable (as defined below) on two or more separate occasions of more than three (3) hours each in any thirty (30) day period, or (ii) such Service is Unavailable for more than twelve (12) hours (measured in the aggregate) at any time within any one hundred and twenty (120) day period. For purposes of the foregoing, "Unavailable" shall mean a total interruption in any Service specified in the Service Order, except for any interruption, which is an Excused Outage. The duration of any interruption will commence when PCOM first detects or is made aware of such interruption of a Service and will end when the Service first ceases to be fully interrupted. Customer must exercise its right to terminate the Agreement under this Section, in writing, within thirty (30) days after the occurrence, which gave rise to a right of termination hereunder. "Excused Outage" means an interruption, outage, unavailability, delay in provision of, or other degradation of, Service caused by (x) scheduled maintenance events of which Customer receives prior notice, (y) actions or inactions of Customer or Customer's end users, or failure of Customer-provided power or equipment, or (z) an event of force majeure as defined in Section 11 of the General Terms and Conditions. b. In addition to any other right of Customer to terminate the Agreement hereunder, Customer may terminate the Agreement prior to the end of the Term thereof upon thirty (30) days' prior written notice to PCOM, subject to payment to PCOM, in addition to any other charges incurred by such Customer in connection with such Service Order, of the Termination Charge set forth in Section 9 below.

8. Effect of Termination. Upon termination or expiration of the Agreement for any cause whatsoever: (a) all obligations of PCOM under the Agreement shall immediately terminate, provided, however, that each party's respective obligations under Sections 4 hereof and Customer's defense and indemnification obligations shall survive the termination or expiration of the Agreement; and (b) all payment obligations of Customer under the Agreement with respect to such terminated Service(s) (including any obligations to pay a Termination Charge in connection therewith), shall accrue through the date of such termination and shall become immediately due and payable.

9. Termination Charge. Upon termination of the Agreement by PCOM pursuant to Sections 5(a), 5(b), 5(c), 5(d) or 6 hereof, or by Customer for any reason other than pursuant to Sections 6 or 7(a) hereof, PCOM may, in addition to all other remedies that may be available to PCOM at law or in equity, assess and collect from Customer, and Customer shall pay, a Termination Charge equal to the sum of (i) all credits or waivers of charges applied to Customer's account from the Effective Date to the date of termination; and (ii) an amount equal to one-hundred percent (100%) of the contracted rate stipulated on the Service Order for month's 1-12 of the then-current Term, plus an amount equal to sixty percent (60%) of the contracted rate stipulated on the Service Order for month's 13-24 of the then-current Term, plus an amount equal to forty percent (40%) of the contracted rate stipulated on the Service Order for month's 25-36 of the then-current Term, plus an amount equal to twenty-five percent (25%) of the contracted rate stipulated on the Service Order for each month remaining in the then-current Term, as liquidated damages and not as a penalty.

10. Effect of Tariffs. With respect to those Service(s) offered under PCOM's Tariff(s), the Agreement is subject to and controlled by the provisions of the Tariff, and any changes to said Tariff that may be made from time to time. Such Tariff provisions and changes shall control over any conflicting provisions of this Agreement. "Tariff(s)" means the tariff or tariffs covering some or all of the Service(s) filed by PCOM with the Georgia Public Service Commission or other similar regulatory bodies from time to time and in effect during the Term of this Agreement.
SERVICE ORDER No. _____

TO THE

GENERAL TERMS AND CONDITIONS w/NETWORK ACCESS SUPPLEMENT

Between

PLANTERS COMMUNICATIONS, LLC ("PROVIDER")

And

_________________________ ("CUSTOMER")

This Service Order is executed _______, 2017 ("Service Order Effective Date") and incorporates the General Terms And Conditions w/Network Access Supplement ("Agreement") dated _______, 2017 by and between Provider and Customer. Except as specifically modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

CUSTOMER INFORMATION:

Order Type: New Prepared For: ______

Term: 72 -Months Contact: ______

Account: ______

Invoicing Address: ____________________________

Invoicing Special Instructions: Attn: ________________

Customer Federal Tax ID#: ______________________

1. SITE-SPECIFIC INFORMATION

Service Location 1 (Address): ____________________________

Service Location Latitude/Longitude or Service Location Name (for purposes of identification):

Service Location 2 (Address): ____________________________

Service Location Latitude/Longitude or Service Location Name (for purposes of identification):

Service Location Special Instructions:

Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

<table>
<thead>
<tr>
<th>Customer Information</th>
<th>Provider Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Name:</td>
<td>Provider Name: Planters Communications, LLC</td>
</tr>
<tr>
<td>Street Address:</td>
<td>Street Address: 100 Ogeechee Street</td>
</tr>
<tr>
<td>Contact:</td>
<td>Contact: Stephen D. Milner</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>City/State/Zip: Newington, GA 30446</td>
</tr>
<tr>
<td>Business Phone Number:</td>
<td>Business Phone Number: (912) 857-4411</td>
</tr>
<tr>
<td>Business Fax Number:</td>
<td>Business Fax Number: (912) 857-3704</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td>E-mail Address: <a href="mailto:sdmilner@planters.net">sdmilner@planters.net</a></td>
</tr>
</tbody>
</table>
2. **SERVICES.** Provider shall provide the following Services and equipment and Customer agrees to pay the fees and charges set forth below:

**Description:** Customer provided Data Services, 1) one internet circuit providing up to 100Mbps of non-metered, symmetrical internet access over fiber facilities, for the sole use by Effingham County. 2) 900 Mbps internet access for public Wi-Fi service. Customer is responsible for providing any necessary power connections, poles, and Wi-Fi equipment to PCOM's demark, and or access points within the park facility. The procurement of these products and services will be dependent on the following conditions: Availability of network and facilities at location over the next 72 month term.

Internet service for customer and public at stated location

Offered pricing: promotion rate

3. **RATE SCHEDULE.** The basis of the fees and charges associated with the Services are set forth below:

<table>
<thead>
<tr>
<th>One-Time setup Charges</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Cost USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>NRC Setup Charges</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monthly Service Charges</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Cost USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voice Service</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>B1 voice lines</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Long distance rate per minute</td>
<td></td>
<td>$0.05</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monthly Service Charges</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Cost USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mbps Internet Bandwidth on 1GE port</td>
<td>100-900 Mbps</td>
<td>$0.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Third Party cabling surcharge</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Additional IP addresses request</td>
<td>available</td>
<td>$5.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Transport 10Gbps</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total Monthly Recurring Services Charges: Subtotal $500.00

Additional Terms:

4. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the Customer Acceptance Date and shall continue for a period of 72 months ("Initial Term"). Upon expiration of the Initial Term, this Service Order shall automatically renew on a month-to-month basis until either Party terminates this Agreement by giving thirty (30) days prior written notice to the other Party.
5. **CONFIDENTIALITY.** Each party hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by a Party to the Agreement and/or its agent or representative, the non-disclosing party shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief, and the non-disclosing party shall have the option of terminating this Service Order, other related Service Orders and/or the Agreement.

6. **ENTIRE AGREEMENT.** The terms and conditions of the Agreement will remain in full force and effect, except as modified by this Service Order. Except for the terms governing indemnification and limitation of liability, in the event of any conflict between the provisions of this Service Order and the provisions of the Agreement, the provisions of this Service Order shall prevail. All terms not otherwise defined herein will have the same meaning ascribed to them in the Agreement. If this is marked as a “Change” order in Section 1 above, then this Service Order supersedes and replaces any and all other Service Orders, either oral or written, regarding the specific Service Locations. This Service Order may not be amended except by a written agreement signed by both Parties. The persons signing on behalf of their respective Party below represent that he/she has full authority to bind their respective Party to the terms and conditions of this Service Order. This Service Order will not be binding upon either Party until signed by an authorized representative of each respective Party.

**NOW THEREFORE,** the Parties agree to the terms and conditions included within this Service Order and hereby execute this Service Order by their duly authorized representatives, as of the Service Order Effective Date.

**PLANTERS COMMUNICATIONS, LLC:**

- **By:**
- **Name:** Stephen Milner
- **Title:** CEO
- **Date:** 3/20/2018

**CUSTOMER:**

- **By:**
- **Name:** Reginald S. Loper
- **Title:** Vice Chairman
- **Date:** 03/20/2018
ADDENDUM TO COUNTY MULTI-YEAR CONTRACT, LIMITATIONS AND ANNUAL APPROPRIATIONS

This Addendum is made a part of and incorporated into the Contract between The Board of Commissioners of Effingham County, Georgia ("County") and Planters Communications, LLC ("Planters"), dated ________________, as follows:

1. Notwithstanding anything to the contrary contained herein, this Contract shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. '36-60-13, the provisions of which are incorporated herein. The contract shall be automatically renewed for one (1) year terms unless County gives notice of non-renewal not later than sixty (60) days prior to the expiration of any renewal term.

2. The total maximum contract obligations for the fiscal year 2017 shall be $______________. The maximum contract amount for fiscal years 2018, 2019, 2020, and 2021 shall be $______________ and for fiscal year 2022 shall be $______________. The total combined maximum annual payments over the six (6) year term is $______________. Contracts under O.C.G.A. '36-60-13 and contracts of the County under Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia in any fiscal year, excluding Guaranteed Energy Savings Contract, shall not exceed in an amount equal to 7.5% of the total local revenue collected for maintenance and operation of County in the most recently completed fiscal year.

3. This Addendum shall be deemed to obligate County only for those sums payable during the current fiscal year of execution or in the event of renewal by County for those sums payable in the individual fiscal year renewal term, fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
4. To the maximum extent permitted under applicable law and, in that regard, County and Planters expressly acknowledge and agree that this Contract shall be subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated and they intend and agree that the provisions of this Contract shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.

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

6. Further, County is obligated only to make such payments as may lawfully be made from funds budgeted and appropriated for that purpose during County’s then current fiscal year. Should County fail to budget, appropriate or otherwise make available funds to pay the Contract following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term.

Except as modified hereby, the Schedule, and the terms and provision of the Contract, are and shall remain in full force and effect and, except as modified hereby, the rights and obligations of the parties are not modified or affected in any way.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

PLANTERS COMMUNICATIONS, LLC

By: ____________________________
   Stephen Milner
   Its: CEO
BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

By: 
Reginald S. Loper
Its: Vice Chairman

Attest: 
Stephanie Johnson
Its: County Clerk
Mutual Non-Disclosure Agreement

This MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of the _____ day of ____________, 20__, by and between Planters Rural Telephone Cooperative, Inc., a Georgia telephone cooperative ("Planters") and ______________, a ____________________ with reference to the following:

WHEREAS, the parties are discussing a potential transaction relating to _______________ ("Potential Transaction") and in connection therewith each party may receive from the other party certain Confidential Information (as hereinafter defined);

WHEREAS, as a condition precedent to each party's receipt of Confidential Information, each party requires execution and delivery of this Agreement by the other party.

NOW, THEREFORE, in consideration of the above and the mutual promises herein contained, the parties hereto agree as follows:

1. Confidential Information. "Confidential Information" means any information which is made available to a party (the "Receiving Party") by the other party or any of its affiliates or its or their officers, directors, employees, agents, accountants or attorneys (each a "Disclosing Party") before or after the date hereof, and includes without limitation: (i) business plans, customer information, project information, technical information, financial analysis, forecasts and structures, revenue, pricing, trade secrets, formulas, data, inventions, techniques, products, product designs, and strategies, and other business and technical information, whether in oral, written, graphic, or electronic form; (ii) compilations and analyses prepared by any Disclosing Party that include such information; and (iii) the nature, terms, conditions or other facts respecting any discussions between the parties regarding the Potential Transaction (including their existence and status).

2. Use of Confidential Information.

(a) The Receiving Party shall handle, use, treat and utilize such Confidential Information as follows:

(1) hold all Confidential Information received from the Disclosing Party in strict confidence;
(2) use such Confidential Information only for the purpose of (i) evaluating the possibility of forming a joint business relationship or other commercial arrangement between the parties concerning such Confidential Information, and (ii) if and when such relationship is formed by a written agreement, furthering the purpose and intent expressly stated in such written agreement;
(3) reproduce such Confidential Information only to the extent necessary for such purpose;
(4) restrict disclosure of such Confidential Information to its officers, directors, employees, affiliates, investors, advisors, contractors and consultants ("Representatives") with a need to know (and advise such Representatives of the obligations assumed herein); and
(5) except as provided herein, not disclose such Confidential Information to any third party without prior written approval of such Disclosing Party.

(b) The restrictions on the Receiving Party's use and disclosure of Confidential Information as set forth above shall not apply to any Confidential Information which the Receiving Party can demonstrate:

(1) is wholly and independently developed by the Receiving Party without the use of Confidential Information of the Disclosing Party; or
(2) is or has become generally available to the public without breach of this Agreement by the Receiving Party; or
(3) at the time of disclosure to the Receiving Party, was known to such Receiving Party to be free of restriction as evidenced by documentation in the Receiving Party’s possession; or
(4) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization.

3. Protective Order. If the Receiving Party is not subject to the Georgia Open Records Act and becomes legally compelled to disclose any Confidential Information, it shall provide the other party with prompt prior written notice so that the other party may seek a protective or other appropriate remedy. If such remedy is not obtained, the Receiving Party shall:
(a) furnish only that portion of the Confidential Information which, in accordance with the advice of its own counsel, is legally required to be furnished, and
(b) exercise reasonable efforts to obtain assurances that confidential treatment will be accorded the Confidential Information so furnished.

4. Open Meetings: Open Records Act. If the Receiving Party is subject to the Georgia Open Meetings Act and/or the Georgia Open Records Act:
(a) if any public meetings are required to discuss the Potential Transaction, Confidential Information shall be discussed only in executive session or other session in which the public is barred from participation, to the extent permitted by law; and
(b) the Receiving Party shall take all actions permitted to be taken by law to protect Confidential Information from disclosure under the Georgia Open Records Act. If the Receiving Party determines that it is legally compelled to disclose Confidential Information pursuant to the Georgia Open Records Act, the Receiving Party will promptly notify the Disclosing Party of such planned disclosure, and will disclose only the minimum amount of such information as is legally required; and
(c) the Receiving Party agrees that Confidential Information provided to Receiving Party is required by law, regulation, bid, or request for proposal to be submitted to the Receiving Party under O.C.G.A. § 50-18-72(a)(34), and any Confidential Information that qualifies as a trade secret under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq., will be subject to O.C.G.A. § 50-18-72(a)(34).

5. Return of Confidential Information. All materials containing Confidential Information (including all copies made by the Receiving Party) shall be returned to the Disclosing Party or destroyed immediately upon termination or expiration of this Agreement, or upon notice from the Disclosing Party. Upon request of the Disclosing Party, the Receiving Party shall certify in writing that all materials containing such Confidential Information (including all copies thereof) have been returned, erased or destroyed by the Receiving Party.

6. Term. This Agreement shall become effective on the date set forth above and shall remain in effect for a period of five (5) years from the date of the last disclosure of Confidential Information from one party to another party; provided that with respect to any Confidential Information that constitutes a trade secret under applicable law, the Agreement shall remain in effect regarding such Confidential Information for so long as the Confidential Information remains a trade secret.

7. No Representation or Warranty. The Receiving Party acknowledges that the Disclosing Party is not making any representation or warranty as to the accuracy or completeness of any information furnished (except specifically to the extent and only to such extent as shall be expressly set forth in an executed and delivered definitive agreement). No Disclosing Party or any of its officers, directors, employees, agents or affiliates shall have any liability to the Receiving Party or any other person relating to or arising from the use of the Confidential Information provided by a Disclosing Party.

8. Conduct of Process. Until such time, if any, as the parties enter into a definitive agreement, no contract or agreement or other investment or relationship shall be deemed to exist between the parties.
as a result of this Agreement or the disclosure or receipt of Confidential Information pursuant to this Agreement, and this Agreement shall not be construed as creating any obligation on the part of a party to enter into any agreement or relationship with the other party.

9. **Intellectual Property Rights.** Nothing contained herein grants any rights respecting any intellectual property (whether or not trademarked, copyrighted or patented) or uses thereof.

10. **Costs and Expenses.** Except as otherwise provided in any other written agreement between the parties, the parties shall bear their own costs and expenses, including without limitation fees of counsel, accountants and other consultants and advisors.

11. **Remedies.** Either party shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach hereof by the other party, in addition to all other remedies available to such party at law or in equity. No failure or delay by a party in exercising any right, power or privilege hereunder will operate as a waiver, nor will any single or partial exercise or waiver of a right, power or privilege preclude any other or further exercise thereof.

12. **Venue and Choice of Law.** This Agreement is governed by the laws of the State of Georgia without regard to conflict of laws principles. Any suit, action or proceeding arising out of the subject matter hereof, or the interpretation, performance or breach hereof, shall be instituted in any Georgia state court having jurisdiction over the parties hereto and the subject matter hereof or the United States District Court for the Southern District of Georgia (the "Acceptable Forums"). Each party agrees that the Acceptable Forums are convenient to it, and each party irrevocably submits to the jurisdiction of the Acceptable Forums, and waives any and all objections to jurisdiction or venue that it may have regarding any such suit, action or proceeding.

13. **Miscellaneous.** This Agreement constitutes the entire agreement of the parties relating to its subject matter, and supersedes all prior communications, representations, or agreements, verbal or written. Any amendment to this Agreement must be in writing and signed by both parties. Notices hereunder shall be in writing and be effective when actually delivered. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same original instrument. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other parts of this Agreement shall remain in full force and effect. Neither party may assign or otherwise transfer its rights nor delegate its duties hereunder without the prior written consent of the other party hereto, and any attempt to do so is void.

IN WITNESS THEREOF, the undersigned parties have executed this Agreement as of the date first written above.

**PLANTERS COMMUNICATION, LLC**

By: Stephen Milner  
Its: General Manager

**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**

By: [Signature]  
Its: Vice-Chairman

Page 3 of 8
Staff Report

Subject: Consideration to allow the Probation Services agreement with the City of Guyton to continue
Author: Alison Bruton, Purchasing Tech., David Zittrauer, Probation Director
Department: Purchasing and Probation
Meeting Date: 02-18-2020
Item Description: Probation Services

Summary Recommendation: Approval to renew

Executive Summary/Background:

- The County currently has an agreement in place with the City of Guyton 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 City of Guyton to renew for the period March 2020 to March 2021.
2. Cancel the agreement.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Probation.
Funding Source: N/A – funds are collected from probationers.
Attachments: Probation service agreement with the City of Guyton.
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 MUNICIPAL COURT OF CITY OF GUYTON, 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 City Council of Guyton, 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.

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.

6.) Drug/Alcohol Screening. Contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court. Contractor shall require probationer’s compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court or Contractor’s agent supervising the probationer. The probationer shall be responsible for the costs of all drug confirmation testing that result in a positive confirmation.

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 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
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, either party may terminate this agreement with or without cause upon thirty (30) days’ notice to the other.

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. The City of Guyton will not be responsible for workers compensation claims filed by employees of the Contractor. The Contractor will promptly notify the City of Guyton 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 City of Guyton 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 City of Guyton 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 Guyton. Contractor shall indemnify and hold harmless the Court and the City of Guyton 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. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of the City of Guyton or Court in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefor. The Contractor agrees to indemnify and hold harmless the Court and the City of Guyton from and against any and all federal, state, or local tax liability or penalties that may arise from payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor
its employees are eligible for any benefits provided by the Court or the City of Guyton to their respective employees.

R. 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.

S. Binding Agreement.

This Agreement shall not be binding upon any successor to the undersigned Judge of the MUNICIPAL COURT OF CITY OF GUYTON, 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 Municipal Court of the City of Guyton, Georgia, who serve concurrently with the undersigned Judge.

T. 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.

U. 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: MUNICIPAL COURT OF CITY OF GUYTON, GUYTON
Attn: Judge Grady Reddick
P.O. Box 99
Guyton, Ga. 31312
912-772-3353

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE ______ DAY OF ____________________, 20____

PROBATION SERVICES CONTRACTOR  COURT
By: Effingham Probation
Name: ______
Title: Chief Probation Officer

Grady Reddick
Judge, Municipal Court of City of Guyton, Georgia

APPROVED BY:

By: Jeff Lariscy
Name: Mayor
Title: Mayor
City of Guyton, Georgia

EFFINGHAM COUNTY BOARD OF COMMISIONERS
By: Wesley M. Corbitt
Name: Wesley M. Corbitt
Title: Chairman
Attested by: Stephanie Johnson
Name: Stephanie Johnson
Title: Clerk of Board of Commissioners
Staff Report

Subject: Consideration to allow the Probation Services agreement with the City of Springfield to continue
Author: Alison Bruton, Purchasing Tech., David Zittrauer, Probation Director
Department: Purchasing and Probation
Meeting Date: 02-18-2020
Item Description: Probation Services

Summary Recommendation: Approval to renew

Executive Summary/Background:
- The County currently has an agreement in place with the City of Springfield for Probation Services which renews annually for a period of 5 years from 2018 to 2023.
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- 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.
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Alternatives for Commission to Consider
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2. Cancel the agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Probation.

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

Attachments: Probation service agreement with the City of Springfield.
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NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

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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.

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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 each Probationer 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 in which the result confirms a positive confirmation.

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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.

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
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 City of Springfield.

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 insurance at the coverage levels in existence as of this contract and, in the case of workers compensation insurance, will maintain coverage as required by law. The City of Springfield will not be responsible for workers compensation claims filed by employees of the Contractor. The Contractor will promptly notify the City of Springfield 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 City of Springfield 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 City of Springfield 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 Paragraph K of this Agreement, 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 Contractor 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. **Independent Contractor**

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of the City of Springfield or Court in any way. Contractor shall use its own employees and agents to perform this Agreement. It is agreed that Contractor is solely responsible for payment of all federal, state and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and the City of Springfield from and against any and all federal, state, or local tax liability or penalties that may arise from payments made to the
Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the City of Springfield to their respective employees.

R. 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 prior 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.

S. Binding Agreement.

This Agreement shall not be binding upon any successor to the undersigned Judge of the Municipal Court of the City Springfield, 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 Municipal Court of the City of Springfield, Georgia, who serve concurrently with the undersigned Judge.

T. 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 this Agreement and may not assign any right under this Agreement, in either case without Court’s written approval. The Court’s discretion in this regard shall be absolute.

U. Notice.

Any notices made in accordance with this Agreement except as otherwise set out in Paragraph H, 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: Municipal Court of the City of Springfield, Georgia
      Attn: Judge Grady Reddick
      P.O. Box 1
      Springfield, GA 31329
      912-754-3061

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS
AGREEMENT ON THE _______ DAY OF ___________________, 20 ___.

<table>
<thead>
<tr>
<th>PROBATION SERVICES CONTRACTOR</th>
<th>COURT</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Effingham Co Probation</td>
<td>Judge Grady Reddick</td>
</tr>
<tr>
<td>Name: Daniel Eitthausen</td>
<td>Judge, Municipal Court of City of Springfield, Georgia</td>
</tr>
<tr>
<td>Title: Chief Probation Officer</td>
<td></td>
</tr>
</tbody>
</table>

APPROVED BY:

<table>
<thead>
<tr>
<th>By: Barton A. Alderman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Barton A. Alderman</td>
</tr>
<tr>
<td>Title: Mayor</td>
</tr>
<tr>
<td>City of Springfield, Georgia</td>
</tr>
<tr>
<td>EFFINGHAM COUNTY BOARD OF COMMISSIONERS</td>
</tr>
<tr>
<td>-----------------------------------------</td>
</tr>
<tr>
<td>By: Wesley M. Corbitt</td>
</tr>
<tr>
<td>Name: Wesley M. Corbitt</td>
</tr>
<tr>
<td>Title: Chairman</td>
</tr>
<tr>
<td>Attested by:</td>
</tr>
<tr>
<td>Name: Stephanie Johnson</td>
</tr>
<tr>
<td>Title: Clerk of Board of Commissioners</td>
</tr>
</tbody>
</table>
Staff Report

Subject: Consideration to allow the Probation Services agreement with the State Court of Effingham County to continue
Author: Alison Bruton, Purchasing Tech., David Zittrauer, Probation Director
Department: Purchasing and Probation
Meeting Date: 02-18-2020
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 Oversight 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 2020 to March 2021.
2. Cancel the agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Probation.

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

Attachments: 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 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.

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.

6.) Drug/Alcohol Screening. Contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court. Contractor shall require probationer’s compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court or Contractor’s agent supervising the probationer. The probationer shall be responsible for the costs of all drug confirmation testing that result in a positive confirmation.

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____.

<table>
<thead>
<tr>
<th>PROBATION SERVICES CONTRACTOR</th>
<th>COURT</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Effingham County Probation Office</td>
<td>Judge, Ronald K. Thompson</td>
</tr>
<tr>
<td>Name:</td>
<td>Effingham County State Court</td>
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<td>Title:</td>
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APPROVED BY:

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

Subject: Consideration to allow the Probation Services agreement with the Superior Court of Effingham County to continue
Author: Alison Bruton, Purchasing Tech., David Zittrauer, Probation Director
Department: Purchasing and Probation
Meeting Date: 02-18-2020
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 Oversight 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.
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- 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 2020 to March 2021.
2. Cancel the agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Probation.

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

Attachments: Probation service agreement with the Superior Court.
Probation Services Agreement

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

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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).

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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.

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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.

6.) Drug/Alcohol Screening. Contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court. Contractor shall require probationer’s compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court or Contractor’s agent supervising the probationer. The probationer shall be responsible for the costs of all drug confirmation testing that result in a positive confirmation.

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
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.

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 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.

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: 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__.

<table>
<thead>
<tr>
<th>PROBATION SERVICES CONTRACTOR</th>
<th>COURT</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Effingham Probation</td>
<td>Chief Judge, William E. Woodrum, Jr.</td>
</tr>
<tr>
<td>Name:</td>
<td>Effingham County Superior Court</td>
</tr>
<tr>
<td>Title: Chief Probation Officer</td>
<td>Southeast Ogeechee Judicial Circuit</td>
</tr>
</tbody>
</table>

APPROVED BY:

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

Subject: Final Plat Approval
Author: Teresa Concannon, Planner
Department: Development Services
Meeting Date: February 18, 2020
Item Description: D.R. Horton requests approval of the final plat for Park West, phase 4C-2
Map# 419 Parcel# 2

Summary Recommendation:
Approve the final plat, and accept the water, sewer, and roads identified in the warranty deed.

Executive Summary/Background:
D.R. Horton’s contractors have built roads and water, sewer, and stormwater infrastructure for phase 4C. The final plat for phase 4C-1 was approved on 1/7/2020. In order to sell the 20 lots of phase 4C-2 for home construction, the final plat must be approved, and the water, sewer, and road infrastructure accepted by the Board of Commissioners.
Engineering staff reviewed the plat, and inspected the right of way and all public utilities located within the right of way of phase 4C-2, and recommend approval.
Staff has reviewed the final plat and final plat checklist. All documents are in order, and consistent with zoning, plans, and plats approved previously.
D.R. Horton has provided a bond for 10% of the total cost of erosion control, water, sewer, drainage, and paving in phase 4C, minus the $14,547.06 bond already submitted for 4C-1. The warranty deed was reviewed and approved by the County Attorney.

Alternatives for Commission to Consider
1 - Approve the final plat, and accept the water, sewer, and roads identified in the warranty deed.
2 – Do not approve the final plat, or accept the water, sewer, and roads identified in the warranty deed.

Recommended Alternative:
Staff has reviewed the final plat, deed, bond, and stormwater maintenance agreement, and recommends approval of the final plat, and acceptance of the water, sewer, and roads identified in the warranty deed.

Other Alternatives: N/A

Department Review:
Development Services-planner; Engineering-EOM; County Attorney
Funding Source: No new funding requested.

Attachments:

1. Final Plat for Park West, Ph 4C-2.
2. Final Plat Submittal Form & Checklist.
3. EOM recommendation.
4. Bond
5. Deed for infrastructure.
6. Stormwater Maintenance Agreement.
EFFINGHAM COUNTY
FINAL PLAT SUBMITTAL FORM

OFFICIAL USE ONLY

Date Received: ____________________ Project Number: ____________________
Date Reviewed: ____________________ Reviewed by: ____________________

Name of Subdivision: Park West - Phase 4C-2

Name of Applicant/Agent: Mike Hughes, PE Phone: 912-234-5300
Company Name: Thomas & Hutton
Address: 50 Park of Commerce Way, Savannah, GA 31405

Owner of Record: D.R. Horton, Inc. - Jared O’Sako Phone: 843-473-5200
Address: 209 Argo Circle, Okatie, SC 29909

Engineer: Mike Hughes, PE Phone: 912-234-5300
Address: 50 Park of Commerce Way, Savannah, GA 31405

Surveyor: Matthew Jones Phone: 912-234-5300
Address: 50 Park of Commerce Way, Savannah, GA 31405

*Information may be left blank if it is the same as indicated on the sketch plan submittal form

Total acreage subdivided: 4.664 Zoning: PUD Number of Lots: 20

Date of sketch plan approval: NA Date of preliminary plan approval: NA

Map#/Parcel# to be subdivided: 04190002 List all contiguous holdings in the same ownership:

Map#/Parcel#

Water supply: Public

Sewer supply: Public

Have any changes been made since this Subdivision was last before the County Commission? No

If so, please describe:

__________________________________________________________

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

This _____ day of ____________________, 20__

Applicant

Notary

Owner

Page 1 of 3
8/16/2011
EFFINGHAM COUNTY
FINAL PLAT CHECKLIST

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

The following checklist is designed to inform applicants as to what is required in preparing final plats for review by Effingham County. The Final Plat must be drawn in ink by a Georgia Registered Land Surveyor on Mylar, and four (4) paper copies must be included. After the Final Plat is approved and ALL associated fees have been paid, it is the petitioner’s responsibility to obtain the necessary signatures and to record the Final Plat with Clerk of Superior Court of Effingham County.

<table>
<thead>
<tr>
<th>Office Use</th>
<th>Applicant Use</th>
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<tbody>
<tr>
<td><strong>Project Information:</strong></td>
<td></td>
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<tr>
<td>☑ 1. Graphic scale.</td>
<td></td>
</tr>
<tr>
<td>☑ 2. Lot areas in accordance with the applicable zoning regulation or preliminary plan for planned development.</td>
<td></td>
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<tr>
<td>☑ 3. North arrow.</td>
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<tr>
<td>☑ 4. Land reference point.</td>
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<tr>
<td>☑ 5. Point of beginning designated.</td>
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<tr>
<td>☑ 6. Date of preparation (under Surveyor’s signature).</td>
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</tr>
<tr>
<td>☑ 7. Name of Subdivision.</td>
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</tr>
<tr>
<td>☑ 8. Names of adjacent subdivisions and owners of adjoining parcels of land.</td>
<td></td>
</tr>
<tr>
<td>☑ 9. Names and widths of adjacent streets.</td>
<td></td>
</tr>
<tr>
<td>☑ 10. Names and widths of streets within subdivision. Names either match existing street names that align with proposed streets, or are not used elsewhere in Effingham County.</td>
<td></td>
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<tr>
<td>☑ 11. Plat boundaries darkened.</td>
<td></td>
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<tr>
<td>☑ 12. Proposed building setback lines.</td>
<td></td>
</tr>
<tr>
<td>☑ 13. Location of all existing easements or other existing features.</td>
<td></td>
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<tr>
<td>☑ 14. New easements required by Planning Department, County Utilities, Public Works Department, Telephone Company, etc.</td>
<td></td>
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<tr>
<td>☑ 15. Lots in new subdivisions are to be numbered consecutively from one to the total number of lots.</td>
<td></td>
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<tr>
<td>☑ 16. Lot lines with accurate dimensions in feet and tenths, and angles or bearings to the street when other than 90°.</td>
<td></td>
</tr>
<tr>
<td>☑ 17. Express dedication statement to the public for streets, alleys, access limitations, right-of-way, parks, school sites, and other public places shown on the attached plat.</td>
<td></td>
</tr>
<tr>
<td>☑ 18. Name, registration number, and seal of registered land surveyor or professional engineer (signed and dated).</td>
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<tr>
<td>☑ 19. Location of city limits and county lines, if applicable.</td>
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<tr>
<td><strong>20.</strong> Location on the property to be subdivided of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on current effective FEMA Flood Insurance Rate Map (FIRM).</td>
<td></td>
</tr>
<tr>
<td><strong>21.</strong> Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on Attachment for Digital Submissions.</td>
<td></td>
</tr>
<tr>
<td><strong>22.</strong> Certificate of Approval – To be signed by County Commission chair.</td>
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<tr>
<td><strong>23.</strong> Signed Certificate of Accuracy.</td>
<td></td>
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<tr>
<td><strong>24.</strong> Signed Certificate of Ownership and Dedication – Individuals.</td>
<td></td>
</tr>
<tr>
<td><strong>25.</strong> Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer).</td>
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<tr>
<td><strong>26.</strong> Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with approved plans, accompanied by two complete sets of as-built construction plans as record drawings.</td>
<td></td>
</tr>
<tr>
<td><strong>27.</strong> Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.</td>
<td></td>
</tr>
<tr>
<td><strong>28.</strong> Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements.</td>
<td></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 ___ day of ____________, 20__.  

Applicant [Signature]

Notary [Signature]

Owner [Signature]
Teresa Concannon  
County Planner  
Effingham Board of Commissioners  
601 N Laurel Street  
Springfield, GA 31329  

Re: Park West 4C-2 Final Plat  

Dear Ms. Concannon,  

The Park West 4C-2 has requested that Effingham County accept all public utilities located within the Right-of-Way, and the Final Plat for recording. After review of the Plat and visiting the site, we recommend that the Right-of-Way located within the Park West 4C-2 of this development, all public utilities located within the Right-of-Way and the Final Plat to be accepted and recorded.  

Please contact me if you have any questions or if you need any additional information.  

Sincerely,  

Srikar Velagapudi  
Civil Engineer  
EOM Operations
MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That D.R. Horton, Inc., as Principal, hereinafter called Contractor, and Nationwide Mutual Insurance Company, as Surety, hereinafter called Surety, are held and firmly bound unto Effingham County Board of Commissioners, as Obligee, hereinafter called Owner, in the penal sum of Sixty Five Thousand Seven Hundred Fifty Four and 34/100 ($65,754.34) Dollars for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has constructed various public improvements: Park West - Phase 4C-2, erosion control, road, water, sewer and drainage in accordance with the General Conditions, the Drawings and Specifications, which Plans are by reference incorporated herein, and made a part hereof, and is referred to as the Plans.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting there from, which shall appear within a period of 1 Year(s) from the date of acceptance of the improvements by the Obligee, then this obligation to be void; otherwise to remain in full force and effect.

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

SIGNED and sealed this 6th day of February, 2020

In the presence of:

D.R. Horton, Inc.
Principal
By:
Title

Nationwide Mutual Insurance Company
Surety
By:

Stephen T. Kazmer, Attorney-in-Fact
Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:
Nationwide Mutual Insurance Company, an Ohio corporation
hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Stephen T. Kazmer

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of: Unlimited

Surety Bond Number 7901030874
Prinicipal D.R. Horton, Inc.
Obligee Effingham County Board of Commissioners

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Dolo
Notary Public, State of New York
No. 02001621489
Qualified in Westchester County
Commission Expires September 14, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 6th day of February 2020.

Laura B. Guy
Assistant Secretary
STATE OF ILLINOIS
COUNTY OF DU PAGE

On, February 6, 2020 before me, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Stephen T. Kazmer known to me to be Attorney-in-Fact of Nationwide Mutual Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires: March 29, 2020

Dawn L. Morgan, Notary Public
Commission No. 318533
STATE OF GEORGIA

COUNTY OF EFFINGHAM

WARRANTY DEED

THIS INDENTURE, made this ___ day of __________, 2020, between D. R. HORTON, INC., a Delaware corporation, as Party of the First Part, hereinafter referred to as Grantor, and the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, as Party of the Second Part, hereinafter referred to as Grantee (the words “Grantor” and “Grantee” to include their respective, successors and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) in hand paid, at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee the following described property:

All those certain lots, tracts or parcels of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, and being shown and designated as the streets and rights of way known as Cotton Bluff Court on that certain plat of Park West Subdivision, Phase 4C-2, prepared by Matthew D. Jones, G.R.L.S. #3338, dated January 13, 2020, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book ____, Page ____, said plat is incorporated herein by specific reference for a more particular description of the property herein conveyed. It is the intention of the Grantor to convey to the Grantee al/of its interest in the aforesaid street or right of way for public access.

TOGETHER WITH the water and sanitary sewer systems and drainage improvements located within said rights-of-way and public easements, all located within Park West Subdivision, Phase 4C-2, as shown on the aforementioned plat which are incorporated herein for descriptive and all other purposes but specifically excluding any sewer laterals, detention ponds, common areas, and any portion of the water system from the water meter to any residence.
TOGETHER WITH a perpetual, non-exclusive appurtenant, commercial, transmissible general utility easement for the installation, construction, maintenance, operation, repair and replacement of permanent above ground or underground utilities over, through and across and in those areas designated as utility easements, and drainage easements, including the right to ingress and egress over the easements, all located within Park West Subdivision, Phase 4C-2, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging or in any wise appertaining to the only proper use, benefit, and behoof of the said Grantee forever, in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal, on the day and year first above written.

D. R. HORTON, INC.
a Delaware corporation

By: [Signature]
Print Name: [Name]
Its: [Title]

Attest: By: [Signature]
Print Name: [Name]
Its: [Title]

Signed, sealed and delivered in the presence of:

Witness

Notary Public [Signature]

[Corporate Seal]

02/13/2020
ACCEPTED AND AGREED TO THIS ____ DAY OF _____________, 2020.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

BY:
Wesley Corbitt
Chairman

Attest:
Stephanie Johnson
Effingham County Clerk

Signed, sealed and delivered in the presence of:

Witness

Notary Public
Effingham County
Stormwater Facility Inspection & Maintenance Agreement

THIS AGREEMENT, made and entered into this 17 day of JANUARY, 2020, by and between (Insert Full Name of Owner) B and assigns, including but not limited to any homeowners association, commercial developer, holder of any portion of the below described property, and/or similar (hereinafter called the "Landowner"), and the Effingham County Board of Commissioners, hereinafter called the "County".

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Effingham County Tax Map/Parcel Identification Number) TMI# 04190-00000-002-00 and recorded by deed in the land records of Effingham County, Georgia, Deed Book B Page 938, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Stormwater Management Plan and the Operations and Maintenance Plan (O&M) known as \_PARK WEST PHASE 4C\_, (insert name of development) hereinafter called "the Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of stormwater within the confines of the property; and

WHEREAS, the County and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of Effingham County, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property and in accordance with the Plan; and

WHEREAS, the County requires that on-site stormwater management facilities as shown within the Plan be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the specifications identified in the Plan.

2. The Landowner, its successors and assigns, shall adequately maintain the stormwater management facilities and perform the work necessary to keep those facilities in good working order at all times, as described in the Plan. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater runoff. Adequate maintenance is herein defined as good working condition so that these facilities are performing their approved design functions.

3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually to the County Administrator (or his designee). The purpose of the inspection is to ensure safe and proper functioning of the stipulated facilities. The inspection shall cover all applicable stormwater management facilities, including but not limited to, conveyance measures, berms, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report along with a schedule for repair. The inspection procedures, frequency and report shall follow the procedures established and approved in the Plan.

4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the County deems necessary. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the County, the County may issue citations to the Landowner for resulting, continuing ordinance violations, on a daily basis, until such time as the issues are satisfactorily resolved. Additionally, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to recover the costs of such repairs from the Landowner, its successors and assigns through the appropriate means. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this AGREEMENT be construed to impose any such obligation on the County.

6. Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plan, the schedule will be followed.

7. In the event the County, pursuant to this AGREEMENT, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the stormwater management facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Effingham County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.
AUTHORIZATION

OWNER:

WITNESS the following signatures and seals:

[Signature]

Company/Corporation/Partnership Name (Seal)

By: [Signature]

Jared O'Shaugnessy, Land Development Manager

(Type Name and Title)

The foregoing AGREEMENT was acknowledged before me this 17th day of January, 2020, by

[Signature]

NOTARY PUBLIC

My Commission Expires: 3/13/2025

COUNTY OF EFFINGHAM, GEORGIA

By: ________________________________

(Type Name and Title)
Staff Report

Subject: 2019-2020 Budget
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 02-18-2020
Item Description: Request approval of amendment for the 2019 – 2020 Budget

Summary Recommendation:
Staff is requesting approval of the attached 2019-2020 Budget Amendment Resolution

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

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

The budget amendment attached reflects the following changes:

1. Tax Assessor’s Office
   a. Reallocation for computer software add-on to Q-Public
2. E-911
   a. Budget Increase – Funding from increased revenues to fund dispatcher pay rate changes approved 01/21/2020
3. Sheriff’s Office
   a. Budget Increase – Funding from GF Fund Balance to fund dispatcher pay rate changes approved 01/21/2020
4. Elections  
   a. Reallocation to fund implementation of new voting machines and processes
5. Parks and Landscapes  
   a. Reallocation to fund demolition/floor project
6. Jail  
   a. Reallocation from Department 21 (Building Maintenance) to fund HVAC project for Blocks A, B, and F

**Alternatives for Commission to Consider:**
1. Approve the budget amendment for 2019 – 2020
2. Do not approve the budget amendment for 2019-2020
3. Provide Staff with Direction

**Recommended Alternative:**
Staff recommends Alternative number 1 – approval of the budget amendment

**Other Alternatives:**
N/A

**Department Review:** *(list departments)*
Tax Assessors Office, HR, Elections, Parks & Landscapes, Building Maintenance, County Manager, and Finance have requested and/or reviewed their sections of the amendment.

**Funding Source:**
Departmental Budgets and GF fund balance

**Attachments:**
1. 2019-2020 Budget Amendment Resolution
RESOLUTION TO AMEND THE FY2019-2020 BUDGET

WHEREAS, the FY 2019-2020 budget of Effingham County was adopted on June 4th, 2019 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

<table>
<thead>
<tr>
<th>DEPT</th>
<th>Dept Name</th>
<th>Account Name</th>
<th>Account No.</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>012</td>
<td>Tax Assess</td>
<td>COMPUTER MAINT. AGREEMENTS</td>
<td>100-1550-012-52-2208</td>
<td>3,055.00</td>
<td>To Fund Add-on to QPublic</td>
</tr>
<tr>
<td>012</td>
<td>Tax Assess</td>
<td>PER DIEM &amp; TRAVEL</td>
<td>100-1550-012-52-3701</td>
<td>(1018.33)</td>
<td>To Fund Add-on to QPublic</td>
</tr>
<tr>
<td>012</td>
<td>Tax Assess</td>
<td>TRAINING SCHOOLS &amp; SEMINARS</td>
<td>100-1550-012-52-3702</td>
<td>(1018.33)</td>
<td>To Fund Add-on to QPublic</td>
</tr>
<tr>
<td>012</td>
<td>Tax Assess</td>
<td>OFFICE SUPPLIES</td>
<td>100-1550-012-53-1101</td>
<td>(1018.34)</td>
<td>To Fund Add-on to QPublic</td>
</tr>
<tr>
<td>035</td>
<td>E911</td>
<td>SALARIES</td>
<td>215-3800-035-51-1100</td>
<td>31,000.00</td>
<td>To Fund Dispatcher Pay Rate Changes</td>
</tr>
<tr>
<td>035</td>
<td>E911</td>
<td>911 REVENUE - GEORGIA DEPT OF REVENUE</td>
<td>215-34-2505-60</td>
<td>(31,000.00)</td>
<td>To Fund Dispatcher Pay Rate Changes</td>
</tr>
<tr>
<td>017</td>
<td>Sheriff's Office</td>
<td>SALARIES</td>
<td>100-3310-017-51-1100</td>
<td>23,000.00</td>
<td>To Fund Dispatcher Pay Rate Changes</td>
</tr>
<tr>
<td>017</td>
<td>Sheriff's Office</td>
<td>CASH CARRY FORWARD</td>
<td>100-38-9015</td>
<td>(23,000.00)</td>
<td>To Fund Dispatcher Pay Rate Changes</td>
</tr>
<tr>
<td>008</td>
<td>Elections</td>
<td>ELECTION FEES</td>
<td>100-1410-008-52-1302</td>
<td>14,500.00</td>
<td>To Fund Implementation of New Voting Equipment &amp; Process</td>
</tr>
<tr>
<td>008</td>
<td>Elections</td>
<td>ELECTION OPERATION SUPPLY</td>
<td>100-1410-008-53-1115</td>
<td>36,115.00</td>
<td>To Fund Implementation of New Voting Equipment &amp; Process</td>
</tr>
<tr>
<td>008</td>
<td>Elections</td>
<td>SALARIES</td>
<td>100-1410-008-51-1100</td>
<td>43,755.00</td>
<td>To Fund Implementation of New Voting Equipment &amp; Process</td>
</tr>
<tr>
<td>008</td>
<td>Elections</td>
<td>OFFICE EQUIPMENT</td>
<td>100-1410-008-54-2501</td>
<td>(94,370.00)</td>
<td>To Fund Implementation of New Voting Equipment &amp; Process</td>
</tr>
<tr>
<td>030</td>
<td>Parks &amp; Landscape</td>
<td>R&amp;M - GENERAL(BUILDING)</td>
<td>270-6220-030-52-2202</td>
<td>2,000.00</td>
<td>To Fund Demo/Floor Project</td>
</tr>
<tr>
<td>030</td>
<td>Parks &amp; Landscape</td>
<td>R&amp;M - GENERAL(GROUNDS)</td>
<td>270-6220-030-52-2204</td>
<td>(2,000.00)</td>
<td>To Fund Demo/Floor Project</td>
</tr>
<tr>
<td>018</td>
<td>Jail</td>
<td>R &amp; M - GENERAL(EQUIPMENT)</td>
<td>100-3326-018-52-2203</td>
<td>69,000.00</td>
<td>To Fund HVAC Project for Blocks A,B,F</td>
</tr>
<tr>
<td>021</td>
<td>Building Maint.</td>
<td>OTHER EQUIPMENT</td>
<td>100-1565-021-54-2502</td>
<td>(69,000.00)</td>
<td>To Fund HVAC Project for Blocks A,B,F</td>
</tr>
</tbody>
</table>

The amendment is to re-allocate expenses for Departments 012, 008, and 030; and to adjust revenues and expenses in Departments 035, 017, and 021.

Approved this_____ day of ______________________ 2020

Attest: ___________________________          ___________________________
Stephanie D. Johnson, County Clerk               Jamie Deloach, Vice - Chairman
Staff Report

Subject: Hazard Mitigation Grant Application
Author: Clint Hodges, Fire Chief & EMA Director
Department: 20-EMA
Meeting Date: 02/18/2020
Item Description: Hazard Mitigation Grant Application

Summary Recommendation: Consideration to authorize the Chairman and EMA Director to sign and submit a grant application to the Georgia Emergency Management Agency (GEMA) for funding to update the Effingham County Multi-Jurisdictional Hazard Mitigation Plan.

Executive Summary/Background: In order to be eligible for Mitigation funding, the Federal Emergency Management Agency (FEMA) requires each jurisdiction to have a current Hazard Mitigation Plan. The County’s current Haz-Mit plan was approved by FEMA on August 29, 2018, and is approved for five years. The next plan must be submitted for approval by August 28, 2023.

The process of updating Haz-Mit plans often takes over 24 months from start to finish. As the process of updating the plan is extremely time consuming, GEMA allows counties to apply for funding for this task. If this application is approved, it will come back before the Board for approval, which would require a 19% local match, which is typically made up using staff time, which allows for no local cash expense. However, at this time, no funding is required.

Alternatives for Commission to Consider:

Recommended Alternative: Authorize the Chairman and EMA Director to sign and submit a grant application to the Georgia Emergency Management Agency (GEMA) for funding to update the Effingham County Multi-Jurisdictional Hazard Mitigation Plan.

Other Alternatives: Do not authorize the Chairman and EMA Director to sign and submit a grant application to the Georgia Emergency Management Agency (GEMA) for funding to update the Effingham County Multi-Jurisdictional Hazard Mitigation Plan.

Department Review: Emergency Management

Funding Source: No funding is required at this time.

Attachments: Application
** Please submit one signed and one Microsoft Word copy of the application **

This application is for the Hazard Mitigation Grant Program (HMGP) for a plan update proposal administered by the Georgia Emergency Management Agency (GEMA). Please complete all sections and provide all information as requested. **Incomplete applications will not be forwarded to FEMA for their review.** If you require assistance with this application, contact Shelby Meyers, Planner at (912) 478-7939.

**Applicant Information**

1. **Project Title:** HAZARD MITIGATION PLAN UPDATE  
2. **Applicant (Organization):** Effingham County  
3. **Applicant Type**  
   - [X] State or Local Government  
   - [ ] Recognized Indian Tribe  
   - [ ] Private Non-Profit  
   
   State Legislative District(s) House: 147, Senate: 4  
   Federal Tax I.D. Number 58-6000821  
   DUNS Number 078 - 116 - 852  
   FIPS Code: 99103  
4. **National Flood Insurance Program CID #: 130076**  
5. **NFIP Community Rating System Class Number:** 7  
6. **Point of Contact** (Individual responsible for the grant)  
   - [ ] Ms.  
   - [X] Mr.  
   - [ ] Dr.  
   - First Name: Clint  
   - Last Name: Hodges  
   Title: EMA Director  
   Telephone: 912-754-8200  
   Fax: 912-772-8855  
   Street Address: 601 North Laurel Street  
   City: Springfield  
   State: GA  
   Zip Code: 31329  
   E-mail address: chodges@EffinghamCounty.org  
7. **Application prepared by** (if different from Point of Contact):  
   - Name:  
   Telephone:  
   E-mail address:  
8. **Authorized Applicant Agent** (An individual authorized to sign financial and legal documents on behalf on the local government (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)  
   - [ ] Ms.  
   - [X] Mr.  
   - [ ] Dr.  
   - First Name: Wesley  
   - Last Name: Corbitt  
   Title: Chairman  
   Telephone: 912-667-1619  
   Fax: 912-754-8407  
   Street Address: 601 North Laurel Street  
   City: Springfield  
   State: GA  
   Zip Code: 31329  
   E-mail address: wcorbitt@effinghamcounty.org  
   Signature:  
   Date:  

02/13/2020
I. Project Description – Narrative Statement

A. Mitigation Activity

1. Please describe the strategy for completing this planning activity, including the review process, adoption and FEMA’s approval.

Effingham County will form a planning committee comprised of representatives of various county departments, as well as other interested parties, such as outside state and regional agencies, local businesses, residents, the Cities of Guyton, Rincon and Springfield, public etc. The committee will be lead by the EMA Director and will meet on a regular basis in order to accomplish the items set forth in the Scope of Work below, including addressing any recommended revisions from the original plan’s review crosswalk (attached). The EMA Director will coordinate the planning process including the meetings, write the plan based on committee findings and work through the State and Federal review and approval process. The EMA Director will coordinate the process of meeting the objectives outlined in the Scope of Work below with the assistance and input of the appropriate committee members and local staff resources as necessary. Outside interested parties will be invited to participate by direct invitation and by public postings and meeting notices. A minimum of two public hearings will be held in order to provide the public an opportunity to comment during the drafting phase and prior to final adoption.

2. Please describe how the applicant will manage the costs and schedule and how successful performance will be ensured.

A budget will be set according to the budget figures in this application to allow for labor on the part of committee members and other staff members and the purchase of necessary materials. Expenses will be incurred according to the budget items and will not exceed the total grant award. This will be tracked by the county as well as the State’s grants management system which tracks expenses to date and remaining grant figures. Also, the county will track each budget allocation as expenses are incurred under those allocations to ensure that expenses remain within the allowed budget.

3. Please describe the staff and resources needed to implement this mitigation activity and the applicant’s ability to provide these resources.

This planning process involves a variety of staff and expertise, which will be used as necessary. Specifically, expertise will be needed from the Fire Department, Tax Assessor, Building Inspections, Public Health, etc. Effingham County is able to provide the staff resources to meet these needs.

4. Please explain how this mitigation activity will leverage involvement of partners to enhance its outcome.

The planning process will involve the opportunity for outside agencies and public to be a part. This will be done by a combination of direct invitation, public notice and individual meetings with the various agencies as necessary.

5. Please describe the outreach activities that are planned relative to this mitigation activity (signs, press releases, success stories, etc) and/or how this mitigation activity will serve as a model for other communities.

At the outset of the process, the EMA Director will invite various outside State agencies, local businesses, The Cities of Guyton, Rincon and Springfield and others to be a part of the process. In addition, the public will be notified and invited to attend through public notices and a minimum of two public meetings with opportunity for public comment.

6. Please describe how this planning activity will benefit the applicant’s constituents.

This activity will benefit the local citizens of Effingham County by providing a current and up to date hazard mitigation plan for Effingham County and the Cities of Guyton, Rincon and Springfield, thereby ensuring the County and Cities’ eligibility to participate in future mitigation grants.
7. Does your County plan to update your Hazard Mitigation Plan In-House or with the assistance of an outside contractor?

[ ] In-House  [ X ] Contractor

(If outside contractor selected please describe the duties they will perform to meet the Scope of Work below)

Effingham County intends to contract with a consultant to act as the facilitator of the planning process as well as to develop and write the plan update. The consultant and the County will attend GEMA Hazard Mitigation planning workshops as they are offered.

The contracted consultant will meet with the EMA Director and GEMA as necessary to discuss the plan development process and construct an invitation list for the larger planning committee.

The contracted consultant and County EMA Director will pull together existing data, plans, and EMA capabilities together in a draft report to be discussed by both the Task Force and the larger stakeholder group. This will include the base HRV analysis provided by GEMA and added to by local data and the contracted consultant efforts.

The contracted consultant will review all hazards to address any newly identified hazards that pose a more significant threat than was apparent when the previously approved plan was prepared and discuss new occurrences of hazard events and update the probability of future occurrences.

The contracted consultant will work with the Task Force to update the current inventory of existing and proposed buildings, infrastructure, and critical facilities in hazard areas.

The contracted consultant will update the loss estimate to reflect any changes to the hazard profile and/or the inventory of structures.

The contracted consultant will analyze, update, and continue development of Goals, Objectives, and Action Steps with the assistance of the task force and stakeholders.

The contracted consultant will update the Plan Maintenance and Implementation to include an analysis of whether the previously approved plan’s method and schedule for monitoring, evaluating, and updating the plan worked, and what elements or processes, if any, were changed; and discuss the method and schedule to be used over the next five years.

The contracted consultant will describe how the community was kept involved during the plan maintenance process over the previous five years, within the planning process section of the plan update and how they will continue public involvement during the planning period.

The contracted consultant will work with the planning committee and GEMA staff throughout the State and Federal plan review process to ensure that, in the end, Effingham County has a federally approved updated hazard mitigation plan.
B. Scope of Work

Effingham County will update its existing Multi-jurisdictional Pre-disaster Mitigation Plan according to the requirements of the Disaster Mitigation Act of 2000. This Scope of Work was designed in conformance to FEMA Plan Guidance requirements.

Effingham County agrees to have representatives attend and participate in all GEMA and local level mitigation planning meetings and workshops. The county will coordinate as needed with the GEMA representative to utilize the tools necessary and to ensure that the plan meets the most current Federal regulations. Each county will be required to complete the following: Critical Facility Inventory and basic mapping will be established in the Georgia Mitigation Information System, including running reports by jurisdiction for each identified hazard; GEMA Worksheets 3A for each participating jurisdiction for each identified hazard; high level detail for all mitigation action steps as required by FEMA and GEMA; insure all “recommended revisions” from their previous FEMA Plan review are addressed in the plan update.

Additionally, Effingham County will insure the plan update is consistent with the most current requirements from FEMA, including:

- **Identify all changes to the plan within each section**

- **Update the Planning Process**
  - List jurisdictions participating in the plan that seek approval.
  - Describe process used to review and analyze each section of plan, as well as process used to determine if a section warranted an update.

- **Improve the risk assessment**
  - Address any newly identified hazards that pose a more significant threat than was apparent when previously approved plan was prepared.
  - Discuss new occurrences of hazard events and update the probability of future occurrences.
  - Incorporate new information where data deficiencies were identified in the original plan, or if the data deficiencies remain unresolved, explain why they remain unresolved and include a schedule to resolve the issue.
  - Include current inventory of existing and proposed buildings, infrastructure, and critical facilities in hazard areas, including existing NFIP repetitive loss structures. The community will determine how far into the future they wish to go in considering proposed buildings and Critical Facilities based on and timed with data gathering phase of their comprehensive plan or land use plan update.
  - The loss estimate should be updated to reflect any changes to the hazard profile and/or the inventory of structures. Any changes to analysis methodologies must be noted. Any previously noted data deficiencies should be updated or explained.
  - Should include a general overview of land uses and types of development occurring within community and highlight any new and/or relevant information.
  - If there are changes in the risk assessment or the vulnerability of the community to the hazards, the information must be attributed to the appropriate jurisdiction(s) or to the whole planning area, whichever applies.

- **Analyze, update, and continue development of Goals, Objectives, and Action Steps**
  - Use this update as an opportunity for jurisdictions to reconsider the goals and objectives. For goals and actions that remain, the plan must document that they were re-evaluated and deemed valid and effective.
  - Goals and objectives shall include the community’s strategy for new or continued NFIP participation. Continue to use the “STAPLEE Criteria” (Social, Technical, Administrative, Political, Legal, Economic, and Environmental), or incorporate the STAPLEE Criteria if not previously used to assess the value of and develop an understanding of the cost effectiveness of mitigation action steps. If actions remain unchanged, the updated plan must indicate why changes are not necessary.
  - Shall include evaluation and prioritization for any new mitigation action steps.

- **Update the Plan Maintenance and Implementation**
  - Must include an analysis of whether previously approved plan’s method and schedule for monitoring, evaluating, and updating plan worked, and what elements or processes, if any, were changed; and discuss method and schedule to be used over next five years.
  - Describe other planning mechanisms or ordinances that this plan will be incorporated into, such as Comprehensive Plans.

- **Information Dissemination**
  - Describe how community was kept involved during plan maintenance process over previous five years, within planning process section of plan update.
  - Plan maintenance section shall describe how community will involve public during plan maintenance process over next five years.

- **Adoption and Review**
  - The plan will be submitted for State review and recommendation prior to adoption.
  - Upon recommendation from GEMA, the county and participating municipalities will adopt the plan.
  - The adopted plan will be submitted for FEMA review and approval.

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**B. Evaluation Information**

02/13/2020

Page 5 of 13
1. Current Effingham County Hazard Mitigation Plan Approval Date: **August 29, 2018**

2. Current Effingham County Hazard Mitigation Plan Expiration Date: **October 28, 2023**

3. Does Effingham County participate in the Community Rating System (CRS)? Yes X No ☐ If yes, what is your CRS rating? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 X 8 ☐ 9 ☐ 10 ☐

4. Is Effingham County a Cooperating Technical Partner (CTP)? Yes ☐ No X

5. Has Effingham County adopted building codes consistent with the International Codes? Yes X No ☐

6. Have Effingham County’s building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)? Yes ☐ No ☐ If yes, BCEGS rating? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 X 8 ☐ 9 ☐ 10 ☐

7. Is Effingham County a Firewise Community? Yes ☐ No X If yes, Firewise Community number? _____

8. Has Effingham County adopted the National Fire Protection Association (NFPA) 5000 code? Yes ☐ No X

**C. Project Milestones**

List the major milestones in this project:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Number of Days to Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of Subgrantee/Grantee Agreement</td>
<td>90 days</td>
</tr>
<tr>
<td>Hire Planning Consultant</td>
<td>60 days</td>
</tr>
<tr>
<td>Establish and Form Planning Committee</td>
<td>60 days</td>
</tr>
<tr>
<td>Gather Critical Facilities Data</td>
<td>60 days</td>
</tr>
<tr>
<td>Upload Critical Facilities to GMIS</td>
<td>30 days</td>
</tr>
<tr>
<td>Hazard Identification and Risk Assessment Update</td>
<td>120 days</td>
</tr>
<tr>
<td>Analyze, update, and continue development of Goals, Objectives, and Action Steps</td>
<td>90 days</td>
</tr>
<tr>
<td>Mitigation Strategy Update</td>
<td>90 days</td>
</tr>
<tr>
<td>Update Plan Maintenance and Implementation</td>
<td>60 days</td>
</tr>
<tr>
<td>Update the Planning Process</td>
<td>60 days</td>
</tr>
<tr>
<td>Submit Plan for GEMA Review and Approval</td>
<td>30 days</td>
</tr>
<tr>
<td>Submit Plan for FEMA Review and Approval</td>
<td>60 days</td>
</tr>
<tr>
<td>Plan Adoption and implementation</td>
<td>60 days</td>
</tr>
<tr>
<td>Financial Reconciliation and Closeout</td>
<td>90 days</td>
</tr>
<tr>
<td>Total</td>
<td>960 days</td>
</tr>
</tbody>
</table>

**D. Location**

**County Data**

- Population 52,250
- Population 2000 37,535
- Population Growth 39.2
- County Seat Springfield
- County 482.9 Square Miles
The land that would form Effingham County was ceded to the English by the Creeks in the Treaty of Savannah on May 21, 1733, confirmed and expanded by agreements of 1735 and 1736. By an act of March 15, 1758, the colonial legislature created seven parishes. The area of present-day Effingham County primarily fell in St. Matthews Parish, which stretched along the Savannah River north of Savannah. With the outbreak of the American Revolution, Whig forces took control of government in Georgia. On Feb. 5, 1777, they adopted the state’s first constitution—the Constitution of 1777. Art. IV of that document transformed the existing colonial parishes into seven counties, with Indian ceded lands forming an eighth county. Effingham County, which was fourth on the list and thus is considered Georgia’s fourth county, consisted of all of Saint Matthew Parish and that part of Saint Philip Parish north of the Canoochee River. The county was named for Lord Effingham, an English nobleman who championed the rights of the American colonies.

In 1793, the legislature created Screven County from portions of Effingham and Burke counties. Land from Effingham County also was used to enlarge Bryan County (1794) and Chatham County (1850).

Related Information
County Per Capita Income:
$22,364

County Per Capita Income 2000:
$18,873

County Median Household Income:
$54,678

County Median Household Income 2000:
Related Information

$51,185

Cities

- Springfield
- Shawnee
- Rincon
- Guyton
E. **History of Hazards**

Please provide an assessment of the frequency and severity of each of the following hazards that have affected Effingham County in the past.

<table>
<thead>
<tr>
<th>Hazard</th>
<th>Frequency</th>
<th>Severity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coastal Storms</td>
<td>Not Applicable</td>
<td>Very Low</td>
</tr>
<tr>
<td>Earthquake</td>
<td>Not Applicable</td>
<td>Very Low</td>
</tr>
<tr>
<td>Windstorms</td>
<td>Not Applicable</td>
<td>Low</td>
</tr>
<tr>
<td>Fire</td>
<td>Not Applicable</td>
<td>Serious</td>
</tr>
<tr>
<td>Flood</td>
<td>Not Applicable</td>
<td>Serious</td>
</tr>
<tr>
<td>Freezing</td>
<td>Not Applicable</td>
<td>High</td>
</tr>
<tr>
<td>Hurricane</td>
<td>Not Applicable</td>
<td>High</td>
</tr>
<tr>
<td>Mud/Landslide</td>
<td>Not Applicable</td>
<td>Serious</td>
</tr>
<tr>
<td>Severe Ice Storms</td>
<td>Not Applicable</td>
<td>High</td>
</tr>
<tr>
<td>Severe Storms</td>
<td>Not Applicable</td>
<td>High</td>
</tr>
<tr>
<td>Snow</td>
<td>Not Applicable</td>
<td>High</td>
</tr>
<tr>
<td>Tornado</td>
<td>Not Applicable</td>
<td>High</td>
</tr>
<tr>
<td>Tsunami</td>
<td>Not Applicable</td>
<td>High</td>
</tr>
<tr>
<td>Typhoon</td>
<td>Not Applicable</td>
<td>High</td>
</tr>
<tr>
<td>Volcano</td>
<td>Not Applicable</td>
<td>High</td>
</tr>
</tbody>
</table>
II. Budget

In this section, with regard to the Scope of Work [Section I(B) above], please provide details of all costs in relation to this project. Reasonable cost estimates are essential. **Do not** include contingency costs in the budget. (See example below)

A. Labor

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Cost</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Staff</td>
<td>260</td>
<td>$25.00/hr</td>
<td>$6,500</td>
<td>County Budget</td>
</tr>
</tbody>
</table>

The budget includes $6,500 for county staff to be utilized as part of the non-Federal share. The cost for the county staff was determined based upon an average salary for the staff anticipated to participate in the planning process multiplied by the estimated hours to oversee the process, research hazard histories, inventory building and infrastructure assets, identify goals and objectives and get the updated plan adopted and approved.

B. Fees Paid

Include any other costs associated with the project, engineering, permits, inspections, etc.

<table>
<thead>
<tr>
<th>Description of Task</th>
<th>Hours</th>
<th>Rate</th>
<th>Cost</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Fee</td>
<td>650</td>
<td>$30.00/hr</td>
<td>$19,500</td>
<td>Grant</td>
</tr>
</tbody>
</table>

C. Hazus Level 2 Analysis

Include any other costs associated with the project, engineering, permits, inspections, etc.

<table>
<thead>
<tr>
<th>Description of Task</th>
<th>Cost</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hazus Level 2 Analysis</td>
<td>$8,000.00</td>
<td>Grant</td>
</tr>
</tbody>
</table>

**Total Estimated Project Cost $34,000**

D. Funding Sources (round figures to the nearest dollar)
The maximum FEMA share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds which lose their Federal identity at the State level – such as CDBG, ARS, HOME) may not be used for the State or Local match.

E. Project Management Costs

Include project management costs, not to exceed 5% of Total Estimated Project Cost.

<table>
<thead>
<tr>
<th>Description of Task</th>
<th>Hours</th>
<th>Rate</th>
<th>Cost</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td>68</td>
<td>$25</td>
<td>$1,700.00</td>
<td>Grant</td>
</tr>
</tbody>
</table>

The budget includes $1,700 for county staff to manage the project, including completion of the Recipient-Subrecipient Agreement, securing a contractor, quarterly reports, financial reconciliation and project closeout.

---

### Estimated Cost Summary

<table>
<thead>
<tr>
<th></th>
<th>FEMA</th>
<th>State</th>
<th>Local</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Estimated</td>
<td>$19,500 (75%</td>
<td>$6,500</td>
<td>$26,000</td>
<td></td>
</tr>
<tr>
<td>Contractor and Labor</td>
<td>Labor and</td>
<td>(25% Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost</td>
<td>Contractor Cost)</td>
<td>Cost)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazus Level 2 Analysis</td>
<td>$6,000 (75%</td>
<td>$2,000</td>
<td>$8,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hazus Cost)</td>
<td>(25% Hazus Cost)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Estimated Project</td>
<td>25,500</td>
<td>$2,000</td>
<td>$6,500</td>
<td></td>
</tr>
<tr>
<td>Costs</td>
<td></td>
<td>$34,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Management Costs</td>
<td>$1,700 (5%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(100% FEMA Funds)</td>
<td>Total Estimated Project Cost)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Estimated FEMA Share**

$25,500

75% of Total

**Non-Federal Share**

$6,500

19% of Total (Cash)

**Estimated Local Share**

$2,000

6% of Total (Cash)

**Total Project Costs**

$34,000

100% of Total
As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.


10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State
management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).


14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED APPLICANT AGENT</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPLICANT ORGANIZATION</th>
<th>DATE SUBMITTED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
County Official with signatory authority

02/18/2020

Mr. Terry K. Lunn, Director
Hazard Mitigation Division
Georgia Emergency Management Agency
P. O. Box 18055
Atlanta, GA 30316

RE: Effingham County Five Year Hazard Mitigation Plan Update Grant Pre-Application for FEMA Grant Funding

Dear Mr. Lunn:

I have been well informed of the County staff’s preparation of the Hazard Mitigation Planning Grant (HMGP) Application Worksheet. If accepted, we understand that the county may be eligible for federal grant funding to assist with the update of our Hazard Mitigation Plan.

I am writing to assure you that Effingham County has funding to meet the required 19% Local Match for this project. We appreciate your assistance and the assistance of your staff in the preparation of this application.

Sincerely,

Wesley Corbitt
Chairman of the Board of Commissioners
Staff Report

Subject: Online Property Tax Appeals & Online Notices
Author: Neal Groover
Department: Tax Assessors
Meeting Date: 02/04/2020
Item Description: Contract Agreement with Schneider/Qpublic

Summary Recommendation: Agree to contract with Schneider to allow taxpayers to be able to view their notices online as well as appeal their property online.

Executive Summary/Background: Richmond County, Georgia has seen a drop in appeals every year by having an online appeal portal. The online appeal process makes the taxpayer use comparable sales, which then allows them to see the value of real estate in their neighborhood. Richmond County appeals have decreased every year since 2010 when they started this process. They had 1,901 appeals in 2010 and in 2019 they had 618 appeals.

We have gotten complaints from the public about not receiving or losing the property tax notices. We would like to make things more accessible to the public, so we would like to put their notices online to our public website in addition to the notices we send in the mail.

Alternatives for Commission to Consider: Do not sign the agreement and leave everything the way it currently is. This option does not solve these issues for the current budget year, but would allow us to keep options open for next year's budget.

Recommended Alternative: We recommend signing the contract with Schneider/Qpublic which addresses issues for current budget year without increasing the budget for current year.

Other Alternatives: In house online appeals maintain by IT department or another Third party vendor.

Department Review: Tax Assessors, Finance

Funding Source: Current Budget from other line items

Attachments: Contract
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between Schneider Geospatial, also doing business as qPublic and qPublic.net, an Indiana Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 (“PROFESSIONAL”) and Effingham County, Georgia, whose place of business is: 901 North Pine Street, Suite 106, Springfield, GA 31329 (“CLIENT”).

1 Services.

PROFESSIONAL shall provide CLIENT with the following services (“Services”):

A. qPublic.net Add-On

a. Additional components elected by CLIENT:

i. Assessment Appeal

PROFESSIONAL will provide Product Development services to add new functionality to CLIENT’s qPublic.net web portal which will allow users to generate and submit assessment appeal petitions to CLIENT’s Local Board of Review from the qPublic.net web interface. Software requirements to be developed include the following:

1) Petition Initiation – A new module will be added to the Parcel Report tab which presents an option for the user to create an assessment appeal petition for the selected property.

2) Comparables Search – After proceeding with the Petition Initiation, the user is taken to the Comp Search tab.

a) An instructions module will be added to the Comp Search tab to instruct the user to choose criteria and run a Comp Search to locate the Comp properties they would like to include in their appeal petition.

b) The Comp Search form will display values from the selected property, and auto-set Comp Search criteria (both are existing functionality).

c) The Comp Search form will have search criteria pre-selected based on available Comp Search fields and CLIENT preferences.

3) Comparables Results – The Comp Results tab will also be updated to include the following items if a user is generating an appeal petition:

a) An instructions module will be added to instruct the user that they may choose up to 5 Comp properties to include on their petition.

b) Checkboxes will be added to the Comp Results table to allow the user to select up to 5 Comp properties. The table will restrict the user from selecting more than 5 properties.

c) After the user has selected their Comp properties, they will click a button to “Generate Appeal Petition”. This will include instructions to the user that they will review the petition before it is submitted to CLIENT.

4) Appeal Petition Form - CLIENT will provide PROFESSIONAL with an Appeal Petition Form as an editable PDF document. qPublic.net will automatically insert relevant information on the form. Specific auto-inserted items include the following:

a) Include a signature block that allows the user to enter an on-screen signature.

b) Include compact reports of each property – numbered (Comp #1, Comp #2, Comp #3…). The following information will be included (as available) on each report. Layout of the report will be updated to conserve page space.

c) Include a map of property locations – labeled Comp #1, Comp #2, Comp #3…

d) Include primary photo of the property (if available on CLIENT’s existing qPublic.net site).

e) Include building sketches (if available on CLIENT’s existing qPublic.net site).

5) Additional information – after the user approves the Appeal Petition form and report, they will be taken to a web page that allows them to enter additional information and attach relevant files.
Instructions will be added to describe what additional files the user should attach. Additional information will include the following:

a) A portion of the form for a written narrative of their complaint.
b) A place to upload additional supporting document, image and media files.
c) Submit the Appeal Petition – after the user has reviewed and completed their Appeal Petition form and Additional information, they will click a Submit button to send the Petition to CLIENT’s designated representative via email. This page will also give the user the option to print and save their own copy of the Appeal Petition and written narrative of their complaint.

ii. Document Access

PROFESSIONAL will add document access report module(s) on CLIENT’s qPublic.net site which will link to pre-rendered PDF files generated by CLIENT for each document. The filename of each PDF file must match values in associated map feature attribute data in order to match documents with map features in qPublic.net.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. Product/Service

a. One-time Setup Cost: $2,160

   Setup items:
   Assessment Appeal: Included

b. Annual Hosting: $1,980

   Hosting items:
   Assessment Appeal: Included
   Document Access: Included

B. Payment Schedule

<table>
<thead>
<tr>
<th>Year</th>
<th>Period</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>February 1, 2020 – June 30, 2020: (Setup: $2,160, Hosting: $825-prorated)</td>
<td>$2,985</td>
</tr>
<tr>
<td>Year 2</td>
<td>July 1, 2020 – June 30, 2021:</td>
<td>$1,980</td>
</tr>
<tr>
<td>Year 3</td>
<td>July 1, 2021 – June 30, 2022:</td>
<td>$1,980</td>
</tr>
<tr>
<td>Year 4</td>
<td>July 1, 2022 – June 30, 2023:</td>
<td>$1,980</td>
</tr>
</tbody>
</table>

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

Balances due 30 days after the due date for non-government clients and 60 days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney’s fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within 30 days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party’s rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at http://schneiderGIS.com/termsofservice/. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Service or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, 12-month
periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT.

5 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon 15 days’ written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

6 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

7 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

8 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through January 31, 2020.

PROFESSIONAL: Schneider Geospatial, LLC
By: ____________________________
Print: Jeff Corns, GISP
Title: President
Date: ____________________________

CLIENT: Effingham County, Georgia
By: ____________________________
Print: ____________________________
Title: ____________________________
Date: ____________________________
This Addendum is made a part of and incorporated into the Contract between The Board of Commissioners of Effingham County, Georgia (“County”) and Schneider Geospatial, LLC (“Schneider”), dated ____________ , as follows:

1. Notwithstanding anything to the contrary contained herein, this Contract shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. '36-60-13, the provisions of which are incorporated herein. The contract shall be automatically renewed for one (1) year terms unless County gives notice of non-renewal not later than sixty (60) days prior to the expiration of any renewal term.

2. The total maximum contract obligations for the fiscal year 2020 shall be $2,985.00. The maximum contract amount for fiscal years 2021, 2022, and 2023 shall be $1,980.00. The total combined maximum annual payments over the four (4) year term is $8,925.00. Contracts under O.C.G.A. '36-60-13 and contracts of the County under Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia in any fiscal year, excluding Guaranteed Energy Savings Contract, shall not exceed in an amount equal to 7.5% of the total local revenue collected for maintenance and operation of County in the most recently completed fiscal year.

3. This Addendum shall be deemed to obligate County only for those sums payable during the current fiscal year of execution or in the event of renewal by County for those sums payable in the individual fiscal year renewal term, fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

4. To the maximum extent permitted under applicable law and, in that regard, County and Schneider expressly acknowledge and agree that this Contract shall be subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated and they intend and agree
that the provisions of this Contract shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.

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

6. Further, County is obligated only to make such payments as may lawfully be made from funds budgeted and appropriated for that purpose during County’s then current fiscal year. Should County fail to budget, appropriate or otherwise make available funds to pay the Contract following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term.

   Except as modified hereby, the Schedule, and the terms and provision of the Contract, are and shall remain in full force and effect and, except as modified hereby, the rights and obligations of the parties are not modified or affected in any way.

   IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

   Schneider Geospatial, LLC

   By: ____________________________
   Jeff Corns
   Its: CEO
Staff Report

Subject: Appointment to the CORE MPO Citizen Advisory Committee
Author: Teresa Concannon, Planner
Department: Development Services
Meeting Date: February 18, 2020

Item Description: Appoint Effingham County representative to the CORE MPO (Coastal Regional Metropolitan Planning Organization) Citizen Advisory Committee (CAC).

Summary Recommendation:
Approve the Transportation Advisory Board nominee to the CORE MPO Citizen Advisory Committee (CAC).

Executive Summary/Background:
The CORE MPO has asked each member government to appoint a citizen to the Citizen Advisory Committee (CAC). The total CAC membership is 15; but there were 10 vacancies when CORE MPO made this request in October 2019. The CAC membership term is 2 fiscal years (beginning on July 1 of the even-numbered year). If the CAC receives appointments by February 2020, staff will recognize the newly-appointed member’s 2-year term to expire July 1, 2022.

Alternatives for Commission to Consider
1 - Approve the Transportation Advisory Board’s nomination of Brett Bennett to represent Effingham County on the CORE MPO CAC.
2 – Do not approve the Transportation Advisory Board’s nomination of Brett Bennett to represent Effingham County on the CORE MPO CAC.

Recommended Alternative:
Staff recommends accepting the Transportation Advisory Board’s nomination of Brett Bennett to represent Effingham County on the CORE MPO CAC.

Other Alternatives: N/A

Department Review:
Development Services-planner; County Manager

Funding Source:
No new funding requested.

Attachments:
1. CORE MPO request for appointments to the CAC
Agenda Item: Appointments to the CORE MPO Citizens Advisory Committee (CAC)

Presenter: James Small, CORE MPO Staff

Summary: The membership of the CORE MPO Citizens Advisory Committee (CAC) is made up of appointed local citizens. Each CORE MPO Board voting member from the local government nominates a CAC member, and the local government approves the nomination.

The total CAC membership is 15. Currently, the CAC committee consists of 5 members - 2 representing Chatham County and 3 representing the City of Savannah. There are 10 vacancies on the CAC committee - Effingham County (1), Port Wentworth (1), Richmond Hill (1), Pooler (1), Bloomingdale (1), Thunderbolt (1), Tybee Island (1), Vernonburg (1), Garden City (1), and Chatham County (1).

Due to the high number of vacancies, the committee often has difficulty making a quorum for meetings. One (1) full term of membership consists of two (2) fiscal years, beginning on July 1 of the even numbered year. If the CAC committee receives appointments by February of 2020, staff will recognize the newly appointed member’s 2-year term to expire July 1, 2022, allowing them to serve a full 2-year term. This is to encourage participation and retention of CAC members. The bylaws allow unexpired vacancies to be filled as they arise from appointments by the appropriate governing body.

The CAC functions as a public information and involvement committee. The forum obtains public views on transportation issues and problems, reviews transportation reports and recommendations to ensure that local goals are considered, and issues of public concern are brought to the attention of the CORE MPO Board and staff.

In conjunction with MPO Staff, the CAC is responsible for maintaining the Participation Plan.

Recommendation: Staff is requesting CORE MPO Board members to appoint members to the CAC Committee to fill the vacancies. Once appointments are approved by your governing body, please notify James Small (smallj@thempc.org) and Wykoda Wang (wangw@thempc.org), and provide the CAC members’ names, email addresses, postal addresses, and phone numbers.
Staff Report

Subject: Consideration to Approve a Resolution of Surplus
Author: Alison Bruton, Purchasing Tech
Department: Finance
Meeting Date: February 18, 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 a various items which have either been replaced or are no longer in use.

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: Resolution of Surplus
Notice is hereby given that the Board of Commissioners of Effingham County Georgia, in regular session assembled on February 18, 2020 by this resolution declare the following described property surplus and authorize the public sale, or disposal thereof:

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<td>AM General</td>
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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 2020

Effingham County Board of Commissioners

ATTEST:

Stephanie Johnson, County Clerk
Staff Report

Subject: UHK, LLC Contract extension  
Author: Eric Larson  
Department: Engineering, EOM Operations  
Meeting Date: February 18, 2020  
Item Description: Change Order #1 for Contract time extension for Indigo Road Project

Summary Recommendation: The FDR portion of the Indigo Road project can only be performed during a 5 day period of no rainfall. This process was delayed due to rain days during the months of December and January.

Executive Summary/Background: The contract has a completion time of 60 days after the Notice to Proceed is issued. The Notice to Proceed was not executed and submitted until November 26th, 2019. The FDR process must be performed during dry weather conditions with an installation and curing time of at least 5 days. There were 12 rain days in December and 10 rain days in January.

Alternatives for Commission to Consider
1. Approve change order #1 for the contract time extension for UHK, LLC for rain delays for a new substantial completion date of February 16, 2020.
2. Do not approve alternate# 1.

Recommended Alternative: Approve change order #1 for the contract time extension for UHK, LLC for time for rain delays for a new substantial completion date of February 16, 2020.

Other Alternatives: n/a

Department Review: Engineering

Funding Source: No additional funding requested

Attachments:
Change Order  
Contract  
Notice to Proceed
Change Order # 1

Project: Indigo Road – Full Depth Reclamation

Contract Date: 01/20/2020

Change Order Effective Date: 02/18/2020

Change Order Issued to: UHK LLC
104 Main Street
Blackshear, GA 31516

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>BID QTY</th>
<th>Unit Price</th>
<th>Total</th>
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<td>Time extension only – due to weather</td>
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The original Contract Sum was ........................................................................... $599,793.60
Net change by previously authorized Change Orders ........................................ $0.00
The Contract Sum prior to this Change Order was ........................................... $599,793.60
The Contract Sum will NOT CHANGE by this Change Order .............................. $0.00
The new Contract Sum including this Change Order will be......................... $599,793.60

The Contract Time will be increased by 22 days
The Time allowed for completion is therefore 82 days

Owner
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

By: ________________________________
Date: ________________________________

Contractor
UHK LLC
104 Main Street
Blackshear, GA 31516

By: ________________________________
Date: ________________________________
CONTRACT XXXX—INDIGO ROAD FULL DEPTH RECLAMATION

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Effingham County Board of Commissioners ("Owner") and

UHK, LLC. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Full depth reclamation of up to 6 inches of base material, emulsion injection to stabilize base, surface treatment and 1.5 inches of asphalt on 1 mile of Indigo Road in Effingham County, Georgia.

as further described below.

1.01 The Project

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Indigo Road Full Depth Reclamation

ARTICLE 2 – ENGINEER

2.01 The Project is a design build project. All laboratory testing and project specifications have been created by UHK, LLC and reviewed by Effingham County Engineering Department, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

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

3.02 The Work will be completed within 60 calendar days after the date of the Notice to Proceed.

ARTICLE 4 – LIQUIDATED DAMAGES

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

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below: For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<table>
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<tr>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>ESTIMATED QUANTITY</th>
<th>BID UNI T PRICE</th>
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<td>MOBILIZATION</td>
<td>LS</td>
<td>LUMP</td>
<td>$60,000.00</td>
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<td>FULL DEPTH RECLAMATION, ASPHALT CEMENT STABILIZED BASE COURSE, 6&quot;</td>
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<td>1.5&quot; ASPHALT &amp; TACKCOAT</td>
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The prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below as long as the pay request is received by the 1st of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.

a. **90** percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the Engineer, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the Engineer. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and

b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts as Engineer shall determine and less **150** percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents and the other related data.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

01350-8
D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).

2. General Conditions (pages 9 to 12)

3. Laboratory results from Asphalt Testing Systems (to be provided prior to work starting)

4. UHK, LLC proposal

5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed (pages 1 to 1, inclusive).

   b. Work Change Directives.

   c. Change Orders.

01350-8
ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the
10.05 *Contractor’s Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

This Agreement will be effective on 01/21/2020 (which is the Effective Date of the Agreement).

**OWNER:**

Effingham County Board of Commissioners

By: [Signature]

Title: Chairman

Attest: [Signature]

Title: County Clerk

**CONTRACTOR:**

UHK, LLC

By: [Signature]

Title: Managing Member

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

Attest: [Signature]

Title: [Signature]
CONTRACT XXXXX - INDIGO ROAD FULL DEPTH RECLAMATION

Address for giving notices:

601 N. Laurel Street
Springfield, GA 31329

Address for giving notices:

_________________________

_________________________

_________________________

01350-8
GENERAL CONDITIONS

1. **GEORGIA OPEN RECORDS ACT:** The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials, and documentation prepared for and submitted to Effingham County in response to a solicitation, regardless of type, shall belong exclusively to Effingham County and will be considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the *Georgia Open Records Act, Official Code of Georgia Annotated, Section 30-18-070, et seq.*, unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

2. **GEORGIA TRADE SECRET ACT OF 1990:** In the event that a Bidder submits secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.

3. **PATENT INDEMNITY:** Except as otherwise provided, the Contractor agrees to indemnify Effingham County and its officers, agents and employees against liability.

4. **INSURANCE PROVISIONS:** The 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid. **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:

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

**LIMITS OF INSURANCE:** Effective coverage shall have the following limits:

A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. Minimum limits: $1,000,000 bodily injury and property damage per occurrence and annual aggregate.

B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of duties. Minimum limits: $500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.

C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: $1,000,000 combined single
limit per accident for bodily injury, property damage, and should be written on an “Any Auto” basis.

**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 provided in relation to this request.

D. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this request 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 requested, 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 request. 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 Proposer 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 Proposer shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

**ADDITIONAL COVERAGE FOR SPECIFIC PROCUREMENT PROJECTS:**

**Professional Liability:** Insure errors or omissions 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.

**Builder’s Risk:** (for Construction or Installation Contracts) Covers against insured perils while in the course of construction.

*Minimum Limits:* All-risk coverage equal 100% of contract value.

*Coverage requirements:* Occupancy clause – permits Effingham County Board of Commissioners to use the facility prior to issuance of Notice of Substantial Completion.

5. **INDEMNIFICATION:** The Contractor 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 the Contractor or its subcontractors.

The Contractor's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Contractor further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless 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 Contractor or his subcontractors or anyone directly or indirectly employed by any of them. The Contractor'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 Contractor.

6. **VENDOR DEFAULT:** In case of vendor default, the County will provide a letter of official notice of non-performance. If the issue(s) are not remedied 30 days from receipt of said notice, the County reserves the right to procure services from other sources.

7. **GUARANTEE:** Unless otherwise specified by County, the Bidder shall unconditionally guarantee the materials and workmanship on all material and/or services for a period of not less than one year. If, within the guarantee period any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacement or adjustments shall be made only at such time as will be designed by the County as being least detrimental to the operation of County business.

8. **BONDS:** Contractor(s) shall post a Payment/Performance Bond, Certified Check, or Money Order made to the Effingham County Board of Commissioners, in the amount of 100% of the proposal price. Bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered in accordance with the contract document. Bond(s) will also guarantee quality performance of services and timely payment of invoices due any sub-contractors. Forfeit the amount of the Performance Bond as liquidated damages if he/she fails to execute and fulfill the terms of the contract entered.

9. **COMPLIANCE WITH LAWS:** The Contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of any contract between the Proposer and the County. Any such requirement specifically set forth in any contract document between the Contractor and the County shall be supplementary to this section and not in substitution thereof.

10. **IMMIGRATION:** On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at http://www.dol.state.ga.us/spotlight/employment/rules. You may go to http://www.uscis.gov to find the E-Verify information.

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11. **PROTECTION OF RESIDENT WORKERS:** Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the Unites States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

12. **PROTECTION OF RESIDENT WORKERS:** 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.
TO: UHK, LLC

RE: NOTICE TO PROCEED – CONSTRUCTION

Full depth reclamation with emulsion injection and paving on 1 mile of Indigo Road
Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within ten (10) days of receipt of the Notice to Proceed and to be completed within 60 calendar days from that time. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as “liquated” damages in an amount equal to $500.00 per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this 14th day of November, 2019

Effingham County Board of Commissioners

Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: 

By: 

Title: President

Date of Acceptance: 2/3/19
Staff Report

Subject: Consideration to approve a Change order for Parker Engineering for additional Engineering Services for the Fort Howard/Old Augusta Roundabout.
Author: EOM Operations
Department: EOM – Public Works
Meeting Date: 02-18-2020
Item Description: Change Order

Summary Recommendation: Approval

Executive Summary/Background:
- The Effingham County Board of Commissioners approved a Contract to construct a Roundabout at the intersection of Fort Howard Road and Old Augusta Road. Parker Engineering was under contract with the Effingham County Board of Commissioners for design Services.
- The existing Contract with Parker Engineering did not cover Construction Observation and Closeout, only Periodic Visits during construction.
- The change order results in a net increase in the Contract Price of $8,940.00.

Alternatives for Commission to Consider
1. Board approval of the Change Order with Parker Engineering.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing and EOM

Funding Source: Funds from the Fort Howard/Old Augusta Roundabout Budget.

Attachments: Change Order
**Change Order #1**

**Project:** Fort Howard/Old Augusta Roundabout - Engineering Services

**Contract Date:** December 12, 2017

**Change Order Effective Date:** September 4, 2019

**Change Order Issued to:** Parker Engineering  
36 Courtland Street Suite B  
Statesboro, GA 30453

The Purpose of this Change Order #1 is to add additional funds for Construction Observation & Closeout line item.

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>BID QTY</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Construction Observation &amp; Closeout</strong></td>
<td>EA</td>
<td>1</td>
<td>$8,940.00</td>
<td>$8,940.00</td>
</tr>
</tbody>
</table>

The original Contract Sum was............................................................................$20,000.00  
Net change by previously authorized Change Orders.................................$ 0.00  
The Contract Sum prior to this Change Order was.......................................$20,000.00  
The Contract Sum will be increased by this Change Order.............................$ 8,940.00  
The new Contract Sum including this Change Order will be.........................$28,940.00  
The Contract Time will be increased by **NO (0) days**

**Owner**  
Effingham County Board of Commissioners  
601 N. Laurel Street  
Springfield, GA 31329

**Contractor**  
Parker Engineering  
36 Courtland Street Suite B  
Statesboro, Ga 30458

By: _______________________________  
Date: _______________________________

By:  
Date: 8-21-19
Staff Report

Subject: Request for approval of Addendum No.14 to the Effingham County Financial Policy.
Author: Alison Bruton, Purchasing Tech
Department: Finance
Meeting Date: 2/18/2020
Item Description: Addendum no.14 to the County’s Financial Policy

Summary Recommendation: Staff recommends approving the policy.

Executive Summary/Background:
- The County currently uses specific guidelines with regard to daily financial and purchasing operations, including the disposal of surplus items.
- The surplus policy does not currently have guidelines on disposal of surplus property by ‘trade-in’
- Certain items – particularly I.T. equipment and large pieces of machinery often have a trade-in value which exceeds ‘sale at auction’ value.
- This Addendum to the financial policies allows for the trade-in of surplused items.
- The County Attorney has reviewed and approved the addendum to the financial policy.

Alternatives for Commission to Consider:
1. Board approval of Addendum No.14 to the County’s financial policy.
2. Do not approve Addendum No.14 to the County’s financial policy.

Recommended Alternative: 1

Other Alternatives: 2

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

Funding Source: N/A

Attachments: Addendum No.14 to the County’s financial policy.
J. Surplus property processing procedures

12. Personal Property disposal by trade-in: Items which are believed to have a higher trade in value than resale value at auction may be traded-in for ‘like’ items.

Approved this _____ day of February, 2020

____________________________________
Wesley M. Corbitt, Chairman

ATTEST:

____________________________________
Stephanie D. Johnson, County Clerk
Staff Report

Subject: Consideration to issue a contract to Lane Brothers Auctions, LLC, for 2020 Surplus Auction Services.

Author: Alison Bruton, Purchasing Tech

Department: Finance

Meeting Date: 2/18/2020

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 28, 2020.
- Last year Lane Brothers Auctions LLC sold the County's surplused property for $14,156.50.
- 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 18, 2020 until June 30, 2020.
- 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 2019 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: 2020 Surplus Auction Services Contract
2020 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 28th day of January, 2020, 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 18th 2020 and terminate on June 30th 2020.

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 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 thereupon be deemed to have been a termination for convenience.

SECTION I-7 TERMINATION OF CONTRACT FOR CONVENIENCE.
The 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 CONTRACTOR 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 the CONTRACTOR or its subcontractors. The CONTRACTOR’S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless 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 CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR’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 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, 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 officer 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>(maximum of $200.00 per unit)</td>
<td></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</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>
<tr>
<td>Payment Terms</td>
<td>10 days</td>
</tr>
</tbody>
</table>

These rates shall remain in effect until June 30th, 2020, 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 surplised 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 II-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

Owner

Title

EFFINGHAM COUNTY, GEORGIA

WESLEY CORBITT
CHAIRMAN
EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Attest:

Stephanie Johnson, County Clerk

COMMISSION APPROVAL DATE:
Staff Report

Subject: Consideration to ratify the lease agreement with Ricoh USA, Inc. for copiers.
Author: Alison Bruton, Purchasing Tech.
Department: Purchasing
Meeting Date: 02-18-20
Item Description: Ratification of the lease documents with Ricoh USA, Inc. for copiers.

Summary Recommendation: Ratify the revised lease documents with Ricoh USA, Inc. for copiers.

Executive Summary/Background:
- Last November, the Board approved a lease agreement with Ricoh USA for new copiers. Upon delivery of the new machines, it was determined that certain copiers did not include the additions that the current copiers have. In order not to delay the install, staff had the County Manager execute the revised lease documents and are bringing them to the Board for ratification.
- The lease amount has increased slightly due to the additions, but the County will still be saving more than $800 per month over the current lease.
- Other than the aforementioned changes, the lease language remains the same and the leases have previously been approved to form by the county attorney.

Alternatives for Commission to Consider
1. Ratify the revised lease documents with Ricoh USA, Inc. for copiers.
2. Do not ratify the revised lease documents with Ricoh USA, Inc. for copiers.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: I.T. and Leases previously approved to form by the County Attorney.

Funding Source: General fund

Attachments: Revised Ratified Documents
New Business 09
February 18, 2020

Ricoh USA, Inc.
300 Eagleview Blvd #200
Exton, PA 19341

Product Schedule

Master Lease Agreement Number: __________

This Product Schedule (this “Schedule”) is between Ricoh USA, Inc. ("we" or "us") and Effingham County Board of Commissioners as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and Effingham County Board of Commissioners. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Effingham County Board of Commissioners
Customer (Bill To)
601 N Laurel ST (and others)

Mark Barnes
Billing Contact Name

Billing Address (if different from location address)

City
Effingham
State
GA
Zip
31329

City
County
State
Zip
912-754-2143
912-754-6097
mbarnes@effinghamcounty.org

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

<table>
<thead>
<tr>
<th>Qty</th>
<th>Product Description: Make &amp; Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>IM350F</td>
</tr>
<tr>
<td>1</td>
<td>MP2555sp</td>
</tr>
<tr>
<td>11</td>
<td>MP3555sp</td>
</tr>
<tr>
<td>4</td>
<td>MP6565sp</td>
</tr>
<tr>
<td>5</td>
<td>IM0350</td>
</tr>
<tr>
<td>2</td>
<td>IM0600</td>
</tr>
<tr>
<td>1</td>
<td>MPC0500</td>
</tr>
</tbody>
</table>

PAYMENT SCHEDULE

X

<table>
<thead>
<tr>
<th>Minimum Term (months)</th>
<th>Minimum Payment (Without Tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td>$4,825.34, 5,513.83</td>
</tr>
</tbody>
</table>

Minimum Payment Billing Frequency

Monthly
Quarterly
Other:

Advance Payment

1st Payment
1st & Last Payment
Other:

Meter Reading/Billing Frequency

Monthly
Quarterly
Other:

Guaranteed Minimum Images**

Black/White
Color

100,000
25,000

Cost of Additional Images*

Black/White
Color

0.004
0.035

* Based upon Minimum Payment Billing Frequency

** Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

Sales Tax Exempt: ☐ YES (Attach Exemption Certificate) ☐ NO Customer Billing Reference Number (P.O. #, etc.) ____________________________ Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: ________)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms “Lease Payment” and “Commencement Date” rather than “Payment” and “Effective Date,” then, for purposes of this Schedule, the term “Payment” shall have the same meaning as “Lease Payment,” and the term “Effective Date” shall have the same meaning as “Commencement Date.”

LSEADD PS-IMP 08.19
Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.

02/13/2020
Page 2 of 5
2. You, the undersigned Customer, have applied to us to use the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.** You acknowledge and agree that the Ricoh service commitments included on the “Image Management Plus Commitments” page attached to this Schedule (collectively, the “Commitments”) are separate and independent obligations of Ricoh USA, Inc. (“Ricoh”) governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you expressly agree that Ricoh is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.

3. **Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images (“Additional Images”). The charge for Additional Images is calculated by multiplying the number of Additional Images by the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are:

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THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

**CUSTOMER**

By: [Signature]

Printed Name: **Timothy Callanan**

Title: **County Manager**

Date: 1/29/19

---

Accepted by: **RICOH USA, INC.**

By: [Signature]

Printed Name: [Signature]

Title: [Title]

Date: [Date]
New Business 09
February 18, 2020
Ricoh USA, Inc.
300 Eagleview Blvd #200
Exton, PA 19341

The below service commitments (collectively, the "Service Commitments") are brought to your attention by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 300 Eagleview Blvd #200, Exton, PA 19341 ("Ricoth). The words "you" and "your" refer to you, the customer, and all of the Service Commitments. Ricoh or, if Ricoh assigns the Product Schedule to which this page is attached in accordance with the Lease Agreement (as defined in such Product Schedule), Ricoh's assignee, is the party responsible for compliance with the terms and conditions of the Image Management Plus Product Schedule. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during Ricoth's normal business hours, excluding weekends and Ricoth recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management ("Image Management Plus") to the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

PRODUCT SERVICE AND SUPPLIES

Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during normal business hours, "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding public holidays. Ricoh will also provide the supplies required to produce images on the Product covered under the Image Management Plus Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided in accordance with manufacturer's specifications. Ricoth reserves the right to assess a reasonable charge for supply shipments, if the specified product does not meet Ricoth's minimum specifications. This charge shall be for Ricoth to re-perform any Services not in compliance with this warranty and brought to Ricoth's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with Ricoth's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section, please allow 30 days for resolution.

ACCOUNT MANAGEMENT

Your Ricoth sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. Ricoth will follow up within 8 business hours of a call or e-mail to one of Ricoth's account management team members. Requesting Ricoth metrics review will not be the basis for contract cancellation. Ricoth's customer service department will be pleased to assist you with your inquiry. This review will be based on your input and the information provided by Ricoth's account management team. The review will include an assessment of your current usage and an overview of Ricoth's service performance. The review will be conducted by senior management and will include discussions on ways in which Ricoth may improve efficiencies and reduce costs relating to your document management processes.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department, Ricoh USA, Inc., 300 Eagleview Blvd #200, Exton, PA 19341. Quality Assurance. The Quality Assurance department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoth office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. Ricoth is committed to responding to any questions regarding the amount for the use of the Product relating to the Image Management Plus Product Schedule within a 2-day timeframe. To ensure the most timely response please call 1-888-275-4566.

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including, without limitation, improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoth. Ricoth and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoth makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. In no event shall Ricoth be liable for any damages resulting from or related to any failure of any software, including, but not limited to, loss of data or delay of delivery of services under these Service Commitments. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that in connection with the legal requirements or obligations to third parties pertaining to data security, retention and protection. To the extent allowed by law Customer shall indemnify and hold harmless Ricoth and its subsidiaries, directors, officers, employees and agents from and against any and all claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising from its failure to comply with any such legal requirements or obligations. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will only be serviced by a "Ricoth Certified Technician". If any software, systems support or related connectivity services are included as part of these Service Commitments as determined by Ricoth, Ricoth shall provide any such services at your location set forth in the Image Management Plus Product Schedule as applicable, or on Ricoth's free choice. You shall provide Ricoth with such access to your facilities, networks and systems as may be reasonably necessary for Ricoth to perform such services. You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoth may place automated meter reading units on imaging devices, including but not limited to the Product, at your location. The data collected by these units will include collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoth agrees that such units will be used by Ricoth solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoth and will be utilized for billing purposes.
THIS ADDENDUM (this “Addendum”), dated as of the ______ day of ______, is to that certain
Product Schedule No. ____________ (the “Agreement”), dated as of the ______ day of
__________, ______, between Ricoh USA, Inc. (“we” or “us”) and
Effingham County Board of Commissioners

as customer (“Customer” or “you”).

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The Agreement shall be amended by adding the following new Section at the end thereof, consecutively numbered:

   “Total Payments

   January 1, 2020 through December 31, 2020 $53,079.74 55,138.30
   January 1, 2021 through December 31, 2021 $57,904.60 66,165.96
   January 1, 2022 through December 31, 2022 $57,904.60 66,165.96
   January 1, 2023 through December 31, 2023 $4,825.34 11,027.66
   January 1, 2024 through December 31, 2024 $_______
   January 1, 2025 through December 31, 2025 $_______

2. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

_________________________  ___________________________
Customer  Date

_________________________  ___________________________
Ricoh USA, Inc.  Date

Print Authorized Signer Name  Title

Print Authorized Signer Name  Title
Staff Report

Subject: Amendment to contract  
Author: Alison Bruton, Purchasing Agent  
Department: Purchasing  
Meeting Date: 02-18-2020  
Item Description: Change to Indemnification Clause

Summary Recommendation: Approval of the amended contract with Attachment B.

Executive Summary/Background:
- The Board approved a contract with Hussey Gay Bell & DeYoung, Inc. for Professional Services for Hodgeville Lift Station #4 – Design on January 7, 2020.
- Hussey Gay Bell requested changes be made to the Indemnification Clause in the contract.
- The request was sent to the County Attorney who returned a revised version of the indemnification clause which was added as Attachment B to the executed contract.
- Hussey Gay Bell accepted the changes and returned the fully executed contract.

Alternatives for Commission to Consider
1. Board approval of the amended contract with Attachment B.  
2. Do not approve the amended contract

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing – County Attorney

Funding Source: SPLOST

Attachments: Fully Executed Contract with Attachment B.
CONTRACT No. 20-105-004 – Professional Services – Hodgeville Lift Station #4

Services Contract

Between

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

and

HUSSY GAY BELL & DEYOUNG, INC.
329 Commercial Drive, Suite 200
Savannah, GA 31406

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 Hussey, Gay, Bell & DeYoung, 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 engineering company as specified in RFP No. 20-105-004 – Professional Services – Hodgeville Lift Station #4; 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 RFP No. 20-105-004 – Professional Services – Hodgeville Lift Station #4; and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I-2 CONTRACT.
This Contract will commence on _______ and terminate on _______.
with automatic renewal options for three (3) additional one (1) year terms provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and the Contractor or:

A. Unless otherwise directed by the Effingham County Board of Commissioners.

B. Unless budgeted funds are not appropriated.

OR

SECTION I-2 CONTRACT.
This Contract is one time lump sum in the amount of $89,765.00

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.
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 the 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 - THIS SECTION REPLACED - SEE ATTACHMENT B
The CONTRACTOR 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 any other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR’S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless 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 CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR’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 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: Contractor must provide 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 Jennifer Oetgen, PE – Principal, Hussey, Gay, Bell & DeYoung Inc., Consulting Engineers, 329 Commercial Drive, Suite 200, Savannah, GA 31406. 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 until the contract is complete without exception.
All invoices shall contain the following:
Date services performed

3
CONTRACT No. 20-105-004 – Professional Services – Hodgeville Lift Station #4

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 RFP 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 a “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 therefrom. 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 therefrom.

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:
CONTRACT No. 20-105-004 – Professional Services – Hodgeville Lift Station #4

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, administrators, heirs, personal representative, successors, or assigns.
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.

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

This 7th day of January, 2020

HUSSEY, GAY, BELL & DEYOUING, INC.

Signature

CFO

Title

Staff Accountant

Witness - Title

Witness - Signature

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

WESLEY CORBITT, CHAIRMAN

Attest:

Stephane Johnson, County Clerk

CONTRACT NO. 20-105-004

COMMISSION APPROVAL DATE:

01/07/2020
RFP No. 20-105-004 – Professional Services – Hodgeville Lift Station #4 - Design

ATTACHMENT A
FEE PROPOSAL

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permitting Services</td>
<td>$3,280.00</td>
</tr>
<tr>
<td>Geotechnical Services</td>
<td>$5,215.00</td>
</tr>
<tr>
<td>Preliminary Design Services</td>
<td>$16,230.00</td>
</tr>
<tr>
<td>Final Design</td>
<td>$32,140.00</td>
</tr>
<tr>
<td>Bidding Phase</td>
<td>$4,020.00</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>$25,370.00</td>
</tr>
<tr>
<td>Project Closeout and Record Drawings</td>
<td>$3,510.00</td>
</tr>
<tr>
<td><strong>TOTAL FEE (COMPLETE)</strong></td>
<td>$89,765.00</td>
</tr>
</tbody>
</table>

Proposing Company Contact Information:

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Hussey, Gay, Bell &amp; DeYoung, Inc., Consulting Engineers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billing Address:</td>
<td>329 Commercial Drive, Suite 200 Savannah, GA 31406</td>
</tr>
<tr>
<td>Service Address:</td>
<td>329 Commercial Drive, Suite 200 Savannah, GA 31406</td>
</tr>
<tr>
<td>Representative Name:</td>
<td>Jennifer Oetgen, PE - Principal</td>
</tr>
<tr>
<td>Representative Contact Address:</td>
<td>329 Commercial Drive, Suite 200 Savannah, GA 31406</td>
</tr>
<tr>
<td>Telephone:</td>
<td>912.354.4626</td>
</tr>
<tr>
<td>E-Mail:</td>
<td><a href="mailto:joetgen@husseygaybell.com">joetgen@husseygaybell.com</a></td>
</tr>
</tbody>
</table>

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor’s acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Signed: (sign manually, in ink) 

(Signature of Authorized Representative of the Company)

Name Printed: Jennifer Oetgen  Title: Principal  Date: 11/11/2019
DELETE:

SECTION I-9 INDEMNIFICATION.
The CONTRACTOR 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 the CONTRACTOR or its subcontractors. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless 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 CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'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 CONTRACTOR.

REPLACE WITH:

SECTION I-9 IDEMNIFICATION
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Effingham County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages for injuries to or death of any person or persons or damage to the property or other rights of any person or persons (including but not limited to all fees and charges of engineers, architects, attorneys, and any 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.
Staff Report

Subject: Travel for 2020 ACCG Annual Conference
Author: Stephanie Johnson
Department: County Administration (Clerk’s office)
Meeting Date: February 18, 2020

Item Description: Consideration to approve Commissioner and Staff travel for the ACCG 2020 Annual Conference in Savannah

Summary Recommendation: Conferences allow for opportunities to pursue credits toward certification and continuing education credits as required. The Board has always been favorable toward ongoing education. Further attending this conference locally saves on travel cost.

Executive Summary/Background: The travel policy as written requires the Board approves Commissioner Travel. This year’s event will be held at the Savannah International Trade and Convention Center. The dates of the conference are April 24-27, 2020. The cost for registration and a two day course is $885.00; registration and a one day course is $650.00.

Alternatives for Commission to Consider:
1. Approve the travel for the 2020 ACCG Annual Conference
2. Not approve the travel.

Recommended Alternative: Alternative 1
Other Alternatives: Provide Staff with direction.

Department Review: County Administration

Funding Source: The cost associated is budgeted in Department 11

Attachments:
Conference Details
For you to govern well and in order for you to make policy decisions that will positively impact your community, you need to remember:

“Everybody Counts”

Join us, as we focus on advancing Georgia’s counties through educational sessions, networking opportunities and member-based services designed to meet the needs of your community.

7 Reasons to Come to this Year’s Conference!

1. The biggest LUAU that Savannah and Chatham County have ever seen! This year’s special event on Saturday evening will feature pig-pickin’ from whole roasted hogs, inspiring tropical dishes and desserts, festive island decorations, tiki torches, a limbo contest, and much, much more!

2. Inspiring keynote speakers specially selected for county officials to provide practical leadership lessons to enhance how you work with your peers, staff and community.

3. Two full days of ACCG Lifelong Learning Academy classes (24 to choose from!), as well as certification classes for County Clerks. Section meetings for Clerks & Managers/Administrators and a CLE session for County Attorneys also will be held.

4. Continuing education sessions and a special briefing from the ACCG policy team on legislation passed by the General Assembly that will impact counties.

5. Time to interact with vendors, state agencies and others who work with counties as part of the County Buyers Mart – including a chance to sample foods from across Georgia provided as part of the Georgia County Agents’ Farm House.

6. A chance to explore Chatham County and the historic Savannah riverfront during one of the best times of the year!

7. An evening at the new Starland Yard Food Truck Park!

Where to Find What You Need

Highlights - 2 -
Conference Registration - 3 -
Hotel Information - 4 -
Lifelong Learning Academy Classes - 4 & 5 -
Clerks Training - 5 -
Section Meetings - 5 -
CLE Session - 6 -
Refund Policy - 6 -
TENTATIVE Agenda - 7 -
Conference Highlights

Keynote Speaker:

Meagan Johnson

Learn Something New; Hear Something Different; Laugh Out Loud!

It’s time for the generations to be redefined!

Saturday, April 25
9:00 a.m. – 10:30 a.m.

For the first time in history, there are five generations working side by side. Each generation has been influenced by the major historical events, social trends, and cultural phenomena of their time. Consequently, each has different values, standards of quality, and attitudes toward how they interact with one another.

In this highly charged, participatory presentation, Meagan outlines the dominant generational forces and how each generation’s “signpost” drives motivation, influences loyalty, affects customer service and impacts communications – including how county officials interact with each other and community members.

Saturday, April 27
5:30 p.m. – 9:30 p.m.

Gather along the riverfront on Saturday evening to enjoy the traditional oyster roast at 5:30. Then get ready to take part in the biggest luau Savannah has ever seen!

Take advantage of this opportunity to reconnect with friends and get to know some more of your county peers!

Find a TENTATIVE agenda for the conference on Page 7 of this information packet!
**Conference Registration**

Please Note: Registration for county officials does **not** include registration for spouses.

<table>
<thead>
<tr>
<th>Registration Package</th>
<th>Cost</th>
<th>Includes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conference Registration Package (1 class)</td>
<td>$650</td>
<td>This package covers admission to all conference general sessions and breakout sessions; section meetings for clerks and managers/administrators; the County Buyers Mart exhibit hall; all banquet and entertainment events; and <strong>one (1)</strong> Lifelong Learning Academy (LLA) class on either Friday <strong>or</strong> Monday.</td>
</tr>
<tr>
<td>Conference Registration Package (2 classes)</td>
<td>$885</td>
<td>This package covers admission to all conference general sessions and breakout sessions; section meetings for clerks and managers/administrators; the County Buyers Mart exhibit hall; all banquet and entertainment events; and <strong>two (2)</strong> Lifelong Learning Academy (LLA) classes, one each on Friday <strong>and</strong> Monday.</td>
</tr>
<tr>
<td>Spouse/Guest Registration Package</td>
<td>$250</td>
<td>This package covers all banquet and entertainment events, including Saturday Night Luau, and admission to the County Buyers Mart exhibit hall (section meetings are not included) for attendees accompanying those registered for a full conference package.</td>
</tr>
<tr>
<td>Saturday Night LUAU ONLY Ticket</td>
<td>$125</td>
<td>This option qualifies the purchaser to attend ONLY the Saturday Night Luau. No other meals or conference events are included, and it does NOT include admission to the County Buyers Mart.</td>
</tr>
<tr>
<td>Monday LLA Class ONLY</td>
<td>$275</td>
<td>This option qualifies the purchaser to take one (1) Lifelong Learning Academy (LLA) class on Monday ONLY (there is NOT a Friday Class Only option). Breakfast &amp; Lunch on Monday are included.</td>
</tr>
<tr>
<td>Registration for Other Attendees</td>
<td>$500</td>
<td>This package is for individuals not affiliated with county governments and includes all conference events except LLA educational classes on April 24 and April 27.</td>
</tr>
</tbody>
</table>

**REMINDER:** Conference registration will open **Tuesday, February 11th.**
Hotel Information

Registration for the annual conference will open Tuesday, February 11th. Housing reservations will be made through Visit Savannah! The system allows you to receive confirmation of hotel reservations almost immediately. Once you have registered with ACCG for the conference, you will receive a confirmation of registration that will include instructions for making hotel reservations. **The deadline for hotel reservations is Monday, March 23, 2020.** There are eight (7) conference hotels in Savannah for 2020:

- Doubletree Hotel Historic Savannah - $236
- Hampton Inn Historic Savannah - $249
- Hilton Garden Inn Historic Savannah - $218
- Holiday Inn Express Historic Savannah - $249
- Hyatt Regency Savannah - $233
- Savannah Marriott Riverfront - $235
- Westin Savannah Harbor - $259

Please check [Visit Savannah!](http://www.visitsavannah.com) for information on the conference hotels – [www.visitsavannah.com](http://www.visitsavannah.com). Click on Accommodations, then on Browse by Location and click on Historic District. The site also has maps of Savannah and information on dining and tours.

ACCG Lifelong Learning Academy (LLA)

ACCG, in partnership with the UGA Carl Vinson Institute of Government (CVIOG), is pleased to offer the following Lifelong Learning Academy (LLA) classes:

Classes available on Friday, April 24th:

- **CORE:** ETHICS
- **CORE:** COUNTY GOVERNMENT FINANCE
- Specialty: Management & Human Resources Responsibilities (COM)
- Specialty: Global Commerce & Georgia’s Targeted Industries (ECD)
- Specialty: Understanding the Benefits of Land Use & Planning (ECD)
- Specialty: Building Your City-County Relationships (IR)
- Specialty: Regional Cooperation (IR)
- Specialty: Debt Financing (RF)
- Specialty: Parks, Recreation & Active Living (QL/SI)
- Specialty: Fire, EMS, and 9-1-1 (PS)
- Specialty: Mental Health & the Criminal Justice System: Costs & Implications (PS)
- Specialty: Voice of Leadership (LD)
- Specialty: County Retirement Programs (COM)
- Specialty: Federal & State Budgeting (RF)
- Specialty: Navigating Change (CE)
- Specialty: Identifying Funding for Community Enhancements (QL/SI)
Classes available on Monday, April 27th:

- CORE: COUNTY GOVERNMENT LAW
- CORE: ECONOMIC DEVELOPMENT
- Specialty: Leadership Team Building (LD)
- Specialty: Transparency in Government (CE)
- Specialty: Arts, Culture & Tourism (QL/SI)
- Specialty: Efficiencies in County Finance (RF)
- Specialty: Art of Negotiation (IR)
- Specialty: Courts & the Justice System (PS)

Continuing Education (CE) hours will be granted for attending: 1) Opening General Session; 2) Business Meeting; 3) Policy Implementation Forum; and 4) Educational Sessions on April 25th and/or April 26th.

REMINDER
Conference Registration with one (1) LLA Class = $650.00
Conference Registration with two (2) LLA Classes = $885.00

Georgia Certification for County Clerks

Classes that are part of the Georgia Certification Program for County Clerks will be offered during the 2020 ACCG Annual Conference. Clerks who are registering for the conference should choose one of the three options for a 6-hour class on Friday, and then also the 3-hour Continuing Education class on Saturday, if desired. This training is offered and included as part of the base conference registration ($650) package.

Friday, April 24
8:30 a.m. – 3:30 p.m. (includes LLA Leadership Luncheon)
1) Clerks: Finance 101 (part of the REQUIRED curriculum) – 6 hours
2) Clerks: Government 201 (Elective) – 6 hours
3) Clerks: Advanced Change Management (Masters Class) - 6 hours

Saturday, April 25
8:30 – 11:30 a.m.
1) Bill to Law Process (3 hours) – Continuing Education Course (not part of GCEI certificate curriculum)

Section Meetings

Section meetings for County Clerks and County Managers/Administrators are scheduled for Saturday, April 25, at 2:00 p.m. The meetings for these groups are included with your base conference registration ($650) package.
CLE Session for County Attorneys*

The County Attorneys' Continuing Legal Education (CLE) Session is set for Friday, April 24 in the Westin Hotel. Lunch will begin at 11:30 a.m. with the CLE session to follow until 4:30 p.m.

A separate registration fee of $75 is required for the Lunch/CLE Session.

*There is a separate registration process and link for this event. In the ACCG Registration Database, please be sure to choose the event named “2020 County Attorneys Lunch/CLE Seminar”, as opposed to the event named “2020 ACCG Annual Conference”.

Refund Policy

ACCG Refund Policy (adopted October 2015). The cancellation deadline is Friday, March 27, 2020. Cancellations received in writing by this date will be entitled to a full refund, minus a $50 administrative fee. Cancellations received in writing between March 28 and April 10, 2020 will be entitled to a 50% refund. There will be no refunds offered for cancellations received after April 10, 2020, unless the participant is able to substantiate a sound reason for the late notification, such as an emergency beyond the participant's control, in which case ACCG must be notified of the emergency within 7 days of the last day of the conference.
## TENTATIVE AGENDA

### Thursday, April 23
- 3:30 p.m. – 4:45 p.m.
  - Early Bird Registration

### Friday, April 24
- 6:45 a.m.
  - ACCG Welcome/Registration Desk
- 7:00 – 8:15 a.m.
  - Breakfast
- 8:30 a.m. – 3:30 p.m.
  - Lifelong Learning Academy (LLA) Classes
  (See list on page 4)
- 11:30 a.m. – 4:30 p.m.
  - County Attorneys Lunch/CLE Seminar
- 12:00 – 1:00 p.m.
  - Lifelong Learning Academy Leadership Luncheon
- 3:45 – 5:45 p.m.
  - Buyers Mart Opening & County Agents’ Farm House Welcome Reception
- 6:00 p.m.
  - Dinner & Evening on Your Own

### Saturday, April 25 (con’t.)
- 12:00 – 3:00 p.m.
  - County Buyers Mart Open (includes lunch)
- 2:00 p.m.
  - Section Meetings
  - County Managers/ Administrators
  - County Clerks
- 5:30 – 9:30 p.m.
  - Saturday Night Oyster Roast & LUAU!

### Saturday, April 25 (con’t.)
- 9:45 – 11:45 a.m.
  - Continuing Education Sessions
- 12:00 – 1:45 pm
  - Officer and Board Installation Luncheon

### Sunday, April 26
- 7:30 a.m.
  - Registration and Networking Breakfast
- 9:00 – 10:15 a.m.
  - Opening Keynote Session
- 10:15 – 10:45 a.m.
  - Business Meeting and Election of Officers
- 11:00 a.m. – 12:00 p.m.
  - Concurrent Sessions
- 8:00 – 9:00 a.m.
  - Breakfast
- 8:30 – 9:30 a.m.
  - Inspirational Service
- 9:45 – 11:45 a.m.
  - Continuing Education Sessions
- 12:00 – 1:45 pm
  - Officer and Board Installation Luncheon

### Monday, April 27
- 7:00 – 8:15 a.m.
  - Lifelong Learning Academy Registration
- 8:30 a.m. – 3:30 p.m.
  - Lifelong Learning Academy (LLA) Classes
  (See list on page 5)
- 12:00 – 1:00 p.m.
  - Lunch (for those taking a class)
Staff Report

Subject: Acceptance of additional right of way on McCall Road
Author: Tim Callanan
Department: County Administration
Meeting Date: 02/04/2020
Item Description: Right of Way Deed (Industrial Development Authority)

Summary Recommendation: As part of the master plan design of the Savannah Gateway Industrial Hub (aka Research forest tract), the master developer would like to dedicate an additional 30’ of right of way along the eastern side of McCall rd.

Executive Summary/Background: If Board votes to accept then the additional right of way will be recorded. It is the policy of the Board of Commissioners to review each request on its merit and to help various agencies where appropriate

Alternatives for Commission to Consider:
1. Approve the acceptance of the right of way.
2. Deny the acceptance of the right of way.

Recommended Alternative: Alternative 1
Other Alternatives: Provide Staff with direction.

Department Review: County Administration

Funding Source: None

Attachments: Deed
December 10, 2019

Effingham County Industrial Development Authority
520 West Third Street
Springfield, GA 31329

Re: Consent to Transfer of McCall Road Right-of-Way pursuant to the Master Development Agreement dated March 3, 2016 (as subsequently amended, the “MDA”) between Effingham County Industrial Development Authority ("ECIDA") and Savannah Industrial Development, LLC ("SID"); capitalized terms used herein have the meanings ascribed to such terms in the MDA.

Ladies and Gentlemen:

ECIDA desires to publicly dedicate approximately 0.96 acres of Land within the Master Development to be used as additional right-of-way for McCall Road.

Please accept this letter as SID’s prior written consent to the proposed Transfer using the documents attached hereto as Exhibit A, as is required pursuant to Section 7.3.5 of the MDA.

Very truly yours,

SAVANNAH INDUSTRIAL DEVELOPMENT, LLC

[Signature]

By: ____________________________
Name: John Spigleman
Title: Manager
RIGHT OF WAY DEED

GEORGIA, EFFINGHAM COUNTY

THIS CONVEYANCE made and executed the 13th day of December, 2019.

WITNESSETH that Effingham County Industrial Development Authority, the undersigned, (hereinafter referred to as “Grantor”), is the owner of a tract of land in Effingham County adjacent to McCall Road in Effingham County, Georgia.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Board of Commissioners of Effingham County, Georgia, and its successors in office so much land as to expand the right of way for said road, being more particularly described as follows:

All that tract or parcel of land lying and being in the 9th Georgia Militia District of Effingham County, Georgia, and being more particularly described on Exhibit “A” attached hereto and made a part hereof by this reference.

Said right of way is hereby conveyed, consisting of 0.96 acres in the aggregate, more or less, as shown as three strips of land labeled “30’ Reserved for Future R/W” (and being 0.14 acres, 0.11 acres, and 0.71 acres respectively) on the Minor Subdivision/Recombination plat of the property prepared by Hussey Gay Bell dated October 3, 2019, said plan attached hereto and made a part of this deed as Exhibit “B”.

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the Board of Commissioners of Effingham County, Georgia.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind itself and its successors and assigns, forever to defend by virtue of these presents.
IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day above written.

EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate and politic of the State of Georgia

By: Savannah Industrial Development, LLC, a Colorado limited liability company, its agent and attorney-in-fact pursuant to instrument recorded in Deed Book 2338, Pages 452-460, Effingham County, Georgia records

By: ____________________________
Name: John Spiegler
Title: Manager

Signed, Sealed and Delivered this 13 day of December, 2019,
in the presence of:

Witness

Notary Public

SANDRA REMY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084004058
MY COMMISSION EXPIRES FEBRUARY 8, 2020
Exhibit A
Legal Description

PARCEL “A” ADJACENT 30’ RESERVATION FOR FUTURE R/W
ALL THOSE CERTAIN LOTS, TRACTS, OR PARCELS OF LAND, SITUATE, LYING AND BEING IN THE 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF MCCALL ROAD AND BLANDFORD ROAD; THENCE TRAVEL APPROXIMATELY 7,000 FEET SOUTHEAST ALONG THE EASTERN RIGHT OF WAY LINE OF MCCALL ROAD TO THE POINT OF BEGINNING BEING A METAL PIPE AT THE DIVISION LINE OF LANDS OF SHARPLEY AND LANDS OF SAVANNAH INDUSTRIAL DEVELOPMENT, LLC;

THENCE, S 59° 11’ 11” E FOR A DISTANCE OF 306.94 FEET TO A POINT;

THENCE A CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 01° 12’ 25”, HAVING A RADIUS OF 2940.00 FEET, AND WHOSE LONG CHORD BEARS S 52° 05’ 38” E FOR A DISTANCE OF 61.93 FEET TO A POINT;

THENCE A CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 03° 15’ 30”, HAVING A RADIUS OF 2940.00 FEET, AND WHOSE LONG CHORD BEARS S 49° 51’ 41” E FOR A DISTANCE OF 167.20 FEET TO A POINT;

THENCE S 52° 58’ 05” W A DISTANCE OF 30.43 FEET TO A POINT;

THENCE A CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 03° 15’ 30.1”, HAVING A RADIUS OF 2940.00 FEET, AND WHOSE LONG CHORD BEARS N 49° 51’ 41” W FOR A DISTANCE OF 167.17 FEET TO A POINT;

THENCE A CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 02° 06’ 40.3”, HAVING A RADIUS OF 2910.00 FEET, AND WHOSE LONG CHORD BEARS N 52° 40’ 36” W FOR A DISTANCE OF 107.22 FEET TO A POINT;

THENCE, N 53° 42’ 40” W FOR A DISTANCE OF 251.42 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 0.25 ACRES MORE OR LESS.

PARCEL “C” ADJACENT 30’ RESERVATION FOR FUTURE R/W
ALL THOSE CERTAIN LOTS, TRACTS, OR PARCELS OF LAND, SITUATE, LYING AND BEING IN THE 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF MCCALL ROAD AND BLANDFORD ROAD; THENCE TRAVEL APPROXIMATELY 7,000 FEET SOUTHEAST ALONG THE EASTERN RIGHT OF WAY LINE OF MCCALL ROAD TO A METAL PIPE AT THE
DIVISION LINE OF LANDS OF SHARPLEY AND LANDS OF SAVANNAH INDUSTRIAL DEVELOPMENT, LLC;
THENCE, S 53° 42' 40" E FOR A DISTANCE OF 251.42 FEET TO A POINT;
THENCE A CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 02° 06' 40.3";
HAVING A RADIUS OF 2910.00 FEET, AND WHOSE LONG CHORD BEARS S 52° 40' 36" E FOR A DISTANCE OF 107.22 FEET TO A POINT;
THENCE A CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 03° 15' 30.1";
HAVING A RADIUS OF 2940.00 FEET, AND WHOSE LONG CHORD BEARS S 49° 51' 41" E FOR A DISTANCE OF 167.17 FEET TO THE POINT OF BEGINNING;
THENCE N 52° 58' 05" E A DISTANCE OF 30.43 FEET TO A POINT;
THENCE A CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 08° 12' 18.2";
HAVING A RADIUS OF 2940.00 FEET, AND WHOSE LONG CHORD BEARS S 44° 07' 46" E FOR A DISTANCE OF 420.66 FEET TO A POINT;
THENCE, S 40° 00' 19" E FOR A DISTANCE OF 607.38 FEET TO A POINT;
THENCE, S 52° 58' 05" W FOR A DISTANCE OF 30.04 FEET TO A POINT;
THENCE, N 40° 00' 19" W FOR A DISTANCE OF 605.82 FEET TO THE BEGINNING OF A CURVE, THENCE A CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 08° 19' 17.2", HAVING A RADIUS OF 2910.00 FEET, AND WHOSE LONG CHORD BEARS N 44° 10' 01" W FOR A DISTANCE OF 422.27 FEET TO THE POINT OF BEGINNING;
SAID AREA CONTAINS 0.71 ACRES MORE OR LESS.
Staff Report

Subject: Intergovernmental Agreement between Effingham County and City of Rincon
Author: Tim Callanan
Department: County Administration
Meeting Date: 02/04/2020
Item Description: Intergovernmental Agreement with the City of Rincon

Summary Recommendation: To approve an Intergovernmental Agreement between Effingham County Board of Commissioners and the City or Rincon to provide temporary water to A& R Logistics construction site

Executive Summary/Background: A&R Logistics is currently constructing a 1 million sq ft facility at the Savannah Gateway Industrial Hub. The facility is located in the City of Rincon' water and sewer service area. Rincon is currently working on providing service to the site. Since Effingham County currently has water service available adjacent to the site this agreement would permit the county to offer temporary service to the site until City of Rincon has made water available. Agreement can be terminated with 90 days’ notice by either party. The rate would be the wholesale rater rate.

Alternatives for Commission to Consider:
1. Approve the Intergovernmental Agreement between Effingham County and the City of Rincon to provide temporary water to A & R Logistics construction site.
2. Deny the Intergovernmental Agreement between Effingham County and the City of Rincon to provide temporary water to A & R Logistics construction site.

Recommended Alternative: Alternative 1

Other Alternatives: Provide Staff with direction.

Department Review: County Administration

Funding Source: None

Attachments: Agreement
INTERGOVERNMENTAL AGREEMENT BETWEEN EFFINGHAM COUNTY, GEORGIA
AND CITY OF RINCON, GEORGIA FOR WATER SERVICE TO A&R SITE

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "County") and the City of Rincon, Georgia (hereinafter referred to as the "City") (collectively referred to herein as the "Parties") is entered into this _____ day of ___________________, 2020.

WHEREAS, Effingham County, Georgia is a political subdivision of the State of Georgia; and
WHEREAS, the City of Rincon is a political subdivision of the State of Georgia; and
WHEREAS, the A&R site located at the OmniTrax/Effingham County Industrial Development Authority parcel located off of McCall Road is in the City’s service delivery area;
WHEREAS, the City does not currently have water and sewer lines at the A&R site; and
WHEREAS, the City desires to provide temporary water service to the A&R site using the nearest County water line while the City constructs its water and sewer infrastructure to the A&R site; and
WHEREAS, the County and the City recognize the need to further define the rights, responsibilities and obligations of each in regard to the temporary water service; and
WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts; and

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose and intent of this IGA is to: (a) Establish the intent of the County and City with respect to providing temporary water service to A&R site as set forth herein; and (b) Establish the rights and obligations of the Parties hereto.

ARTICLE 2
GENERAL OBLIGATIONS

The Developer, at its cost, shall construct a temporary water line from the nearest County water line to the A&R site. The City shall buy water at a wholesale rate from the County, pursuant to the Effingham Rincon Master Water Agreement, and charge water fees to the A&R site.

ARTICLE 3
CONSIDERATION AND COSTS
The County will charge the City for the water usage at a wholesale water rate based on the terms of the Effingham Rincon Master Water Agreement and the City shall remit payment to the County within thirty (30) days from the date of the invoice.

ARTICLE 4
TERM OF AGREEMENT
This Agreement shall commence on the date of the last signature of the parties ("Effective Date") and the obligations, duties and responsibilities created by this Agreement shall then begin, and shall terminate at 11:59 p.m. on the date that is twelve (12) months from the Effective Date, unless otherwise terminated as set forth herein. This Agreement will automatically renew for an additional term of twelve (12) months at the expiration of the first term. This Agreement may be amended by both Parties in writing. Any such amendment shall only be effective upon approval by a majority vote of the City Council of the City of Rincon and the County Commission of Effingham County. The term of this Agreement may be extended appropriately through any valid amendment to this Agreement.

ARTICLE 5
TERMINATION AND REMEDY
Either party may terminate this Agreement for any reason upon ninety (90) days written notice to the other party. A Party's sole remedy in the event of non-performance by the other Party shall be an action to compel specific performance.

ARTICLE 6
NOTICE
Any notice required by this Agreement shall be given in writing by either Party or its attorney or Agent herein named and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the address given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith:

If to Effingham County: Timothy Callanan, County Manager
601 N. Laurel Street
Springfield, Georgia 31329
With a Copy to the counsel for Effingham County
Edward L. Newberry, Jr., Esq.
The Newberry Law Firm, P.C.
Post Office Box 790/129 N. Laurel Street
Springfield, Georgia 31329

If to City of Rincon: John Klimm, City Manager
302 S. Columbia Avenue
Rincon, Georgia 31326
With a Copy to counsel for the City of Rincon:
J. Raymond Dickey, Esq.
ARTICLE 7
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia, and proper venue for any actions arising out of this Agreement shall be in the Superior Court of Effingham County.

ARTICLE 8
MISCELLANEOUS

8.1 NON-WAIVER. Any Party’s failure to seek redress for a violation or to insist upon strict performance of any Agreement provision will not prevent a subsequent act, which would originally have constituted a violation, from having the effect of an original violation.

8.2 COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had all signed the same document. All counterparts will be construed together and will constitute one (1) Agreement.

8.3 GENDER AND NUMBER. Unless the context requires otherwise, the use of a masculine pronoun includes the feminine and the neuter, and vice versa, and the use of the singular includes the plural, and vice versa.

8.4 COMPLETE AGREEMENT. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties. It supersedes all prior written and oral statements, including any prior representation, statement, condition or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all the Parties.

8.5 TIME OF ESSENCE. Time is of the essence of this Agreement.

8.6 NON-ASSIGNABILITY. Neither Party shall assign any of the obligations or benefits of this Agreement.

8.7 AUTHORITY TO CONTRACT. Each Party declares that it has obtained all necessary approvals of its governing authority to execute and bind the Party to the terms of this Agreement. Ratification of the Agreement by a majority of the governing authority shall be authority for the chairman or mayor (as applicable) to execute on behalf of the governing authority but shall not preclude execution by the full board or council (as applicable).

8.8 NO THIRD PARTY RIGHTS. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

8.9 FORCE MAJEURE. Neither Party shall be liable for their respective nonnegligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such
performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion.

IN WITNESS WHEREOF, the County and the City have executed this Agreement through their duly authorized officers on the day and year first above written.

THE CITY OF RINCON, GEORGIA

By: ____________________________
   Ken Lee
   Its: Mayor

Attest: ____________________________
       Its: City Clerk

Approved as to form by the City Attorney:

______________________________
J. Raymond Dickey
BOARD OF COMMISIONERS OF EFFINGHAM COUNTY, GEORGIA

By: 
  ________________________________
  Wesley Corbitt
  Its:  Chairman

Attest: 
  ________________________________
  Stephanie Johnson
  Its:  Clerk
Staff Report

Subject: Rezoning (First District)
Author: Diane Proudfoot, Zoning Administrator
Department Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: DEA Construction, Inc. requests a rezoning of 18.78 acres from I-1 to R-1 at 3201 Sand Hill Road for a five-lot subdivision. Map #301 Parcel #41, 42

Summary Recommendation
Approve the request to rezone 18.78 acres from I-1 to R-1 at 3201 Sand Hill Road for a five-lot subdivision, with stipulations

1. Applicant shall provide notice from the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner.
2. Future lots must meet the requirements of the R-1 zoning district.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.

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. The two properties were rezoned from AR-1 to I-1 on 8/1/2007 for a surface mine. The property was approved for rezoning to I-1 on the condition that a state mining permit was obtained. The owner is now requesting to rezone the property to R-1 to develop a five-lot subdivision consisting of 1.00, 1.02, 1.08, 1.10 and 1.34 acre lots of usable land. The minimum lot size in R-1 district with private water & sewer is one (1) acre. The property will be served by private well and septic system.

Background
At the Planning Board meeting, Juanita Golden made a motion to approve the rezoning of 18.78 acres from I-1 to R-1 at 3201 Sand Hill Road for a five-lot subdivision with the following stipulations:

1. Applicant shall provide notice from the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner.
2. Future lots must meet the requirements of the R-1 zoning district.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.

Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
1) Recommended Alternative: Approve the request, as recommended by Planning Board, to rezone 18.78 acres from I-1 to R-1 at 3201 Sand Hill Road to create a five-lot subdivision.
   a. The division into five-acre lots will allow the property to be used in a conservative, low impact manner that will enhance the area.
   b. The lots meet the requirements of the R-1 zoning district.
   c. The property will offer a pleasant, secluded area for five single-family home sites around the existing ponds.

Other Alternatives
Deny the request to rezone 18.78 acres from I-1 to R-1 at 3201 Sand Hill Road for a five-lot subdivision.
Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

Attachments:
1. Rezoning checklist
2. Rezoning application
3. Ownership certificate
4. Deed
5. Health Department Letter
6. Plat
7. Aerial photograph
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:

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>DISAPPROVAL</th>
</tr>
</thead>
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Of the rezoning request by applicant (DEA Construction - Map# 301-41 & 42) from **L-1** to **R-1** zoning.

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

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

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

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

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

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

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

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

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant  DEA Construction, Inc. - Ellis Skinner

Property owner(s)  DEA Construction, Inc.

Telephone Number  (912) 657-4041

Mailing Address  PO Box 489 Springfield, GA 31329

Property location  3201 Sand Hill Road

Present zoning  I-1

Proposed zoning  R-1

Present land-use  Undeveloped

Proposed land-use  Residential Subdivision

Tax Map #  301  Parcel #  41,42  Lot #  n/a

Total Acres  18.78  Acres to be rezoned  18.78

Lot characteristics  Existing ponds, wetlands, with rest woodland

Water  Private  Sewer  Private

Proposed access  Access road off of Sand Hill Road

Justification  Develop undeveloped parcel into a subdivision.

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 (Railroad)  West  AR-1
1. Describe the current use of the property you wish to rezone.

Undeveloped

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

No, it is a reclaimed surface mine. The best use would be to rezone and provide lake front residential lots.

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

Develop parcels into a residential subdivision.

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

Rural land with single family residences, railroad line, and wooded land.

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 is similar to surrounding areas and nearby 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 August 3, 2010, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1953 page 358.

Owner’s signature

Owner’s signature

Owner’s signature
QUITCLAIM DEED

THIS INDENTURE, made this 17th day of December, 2009 by and between DEA Enterprises, LLC (hereinafter called “Grantor”) and DEA Construction, Inc. (hereinafter called “Grantee”). The words “Grantor” and “Grantee” shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.

WITNESSETH that Grantor, for and in consideration for the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described Property, to wit:

See Attached Exhibit “A”

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging

TO HAVE AND TO HOLD the said Property unto the said Grantee so that neither the Grantor nor its successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the said Property or its appurtenances.

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

DEA Enterprises, LLC (Grantors)

By: E. ARNOLD SKINNER

Signed, sealed and delivered in the presence of:

[Signature]

Unofficial Witness

Notar Public
All that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, and shown and described as Parcel "A" containing 5.74 acres and Parcel "B" containing 13.04 acres shown and described on that certain plat or survey recorded in Plat Cabinet A, Slide 296F, Effingham County, Georgia records, to which plat or survey specific reference is hereby made for a better determining of the metes and bounds of the property hereby conveyed.

More commonly known as 3201 Sandhill Road, Guyton, Georgia 31312.
December 16, 2019

Effingham County Zoning Board
Springfield, GA 31329

Re: DEA Construction c/o Ellis Skinner
3201 Sand Hill Road
Pin #301-41 & 42
Total Acres: 18.78 Acres to be rezoned: 18.78

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health has reviewed the request to rezone the above referenced tract of land from I-1 to R-1. Preliminary approval is given to the above referenced tract of land with the following requirements:

1. Level III soils overlay on the Final plat with Soil Suitability Description

If there are any questions, please do not hesitate to call.

Sincerely,

Darrell M. O’Neal, MPA
Environmental Health County Manager
Effingham County Health Department
STATE OF GEORGIA  
EFFINGHAM COUNTY  

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 301-41 & 42  

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 301-41 & 42 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, COASTAL LANDWORK, LLC. has filed an application to from AR-1 to I-1; map and parcel number 301-41 & 42 consisting of 18.78 acres, located in the 1ST commissioner district; and  

WHEREAS, a public hearing was held on July 17, 2007;  

WHEREAS, notice of said hearing having been published in the Effingham County Herald on 06/05/07; 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 06/05/07; and  

WHEREAS, signs giving notice of all public hearings were placed on the property by the Zoning Administrator on 06/08/07;  

IT IS HEREBY ORDAINED THAT 18.78 acres map and parcel number 301-41 & 42, consisting of 18.78 acres, located in the 1ST commissioner district, is rezoned from AR-1 to I-1; with the following conditions:  

1. Site must receive a State mining permit  
2. A 100 foot vegetated buffer shall be reserved between the pit and the property lines  
3. Hours of operation shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Friday.  
4. The site must meet all other requirements of the I-1 zoning.  
5. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.  
6. All wetland impacts shall be permitted by USACE.  
7. Applicant shall complete mining operation within 18 months from the date that a State Mining Permit is issued.  
8. Dust control shall be provided at all times, pursuant to a dust control plan approved by the Zoning Administrator.  
9. If mining operation commits more than three violations of these conditions, the ordinances of Effingham County or laws and regulations of the State of Georgia mining activities will cease and permits and approvals withdrawn.  

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

This 7th day of August, 2007  

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA  

BY:  
VERNA H. PHILLIPS, CHAIRPERSON  
FIRST READING: 7/17/07  
SECOND READING: 8/17/07  

ATT:  
PATRICE MORRIS  
COUNTY CLERK
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:

[Signature]

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant (DEA Construction - Map# 301-41 & 42) from L-1 to R-1 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – January 27, 2020

[Signature]
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 (DEA Construction - Map# 301-41 & 42) from L-1 to R-1 zoning.

Yes ☐ No ☑ 1. Is this proposal inconsistent with the county’s master plan?

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

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

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

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

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

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

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

Planning Board Meeting – January 27, 2020

02/13/2020

Page 15 of 18
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 (DEA Construction - Map# 301-41 & 42) from L-1 to R-1 zoning.

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

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

Planning Board Meeting – January 27, 2020

1/27/2020
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 (DEA Construction - Map# 301-41 & 42) from L-1 to R-1 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – January 27, 2020

02/13/2020
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 (DEA Construction - Map# 301-41 & 42) from **L-1** to **R-1** 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?

Planning Board Meeting – January 27, 2020

AZ 1/27/20
Staff Report

Subject: Rezoning (First District)

2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator

Department Development Services – Planning & Zoning

Meeting Date: February 18, 2020

Item Description: DEA Construction, Inc. requests a rezoning of 18.78 acres from I-1 to R-1 at 3201 Sand Hill Road for a five-lot subdivision.

Map #301 Parcel #41, 42

Summary Recommendation
Approve the request to rezone 18.78 acres from I-1 to R-1 at 3201 Sand Hill Road for a five-lot subdivision, with stipulations

1. Applicant shall provide notice from the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner.
2. Future lots must meet the requirements of the R-1 zoning district.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.

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. The two properties were rezoned from AR-1 to I-1 on 8/1/2007 for a surface mine. The property was approved for rezoning to I-1 on the condition that a state mining permit was obtained. The owner is now requesting to rezone the property to R-1 to develop a five-lot subdivision consisting of 1.00, 1.02, 1.08, 1.10 and 1.34 acre lots of usable land. The minimum lot size in R-1 district with private water & sewer is one (1) acre. The property will be served by private well and septic system.

Background
At the Planning Board meeting, Juanita Golden made a motion to approve the rezoning of 18.78 acres from I-1 to R-1 at 3201 Sand Hill Road for a five-lot subdivision with the following stipulations:

1. Applicant shall provide notice from the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner.
2. Future lots must meet the requirements of the R-1 zoning district.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.

Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
1) Recommended Alternative: Approve the request, as recommended by Planning Board, to rezone 18.78 acres from I-1 to R-1 at 3201 Sand Hill Road to create a five-lot subdivision.
   a. The division into five-acre lots will allow the property to be used in a conservative, low impact manner that will enhance the area.
   b. The lots meet the requirements of the R-1 zoning district.
c. The property will offer a pleasant, secluded area for five single-family home sites around the existing ponds.

Other Alternatives
Deny the request to rezone 18.78 acres from I-1 to R-1 at 3201 Sand Hill Road for a five-lot subdivision.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

ATTACHMENT:
Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 301-41 & 42
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 301-41 & 42

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, DEA CONSTRUCTION, INC. have filed an application to rezone eighteen and seventy-eight hundredths (18.78) +/- acres; from I-1 to R-1 to allow for a five lot subdivision; map and parcel number 301-41 & 42, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on January 29, 2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT eighteen and seventy-eight hundredths (18.78) +/- acres; map and parcel number 301-41 & 42, located in the 1st commissioner district is rezoned from I-1 to R-1 with the following stipulations:

1. Applicant shall provide notice from the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner.
2. Future lots must meet the requirements of the R-1 zoning district.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts 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 CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: ______________

___________________________
STEPHANIE JOHNSON
COUNTY CLERK

02/13/2020
Staff Report

Subject: Sketch Plan (First District)
Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: DEA Construction, Inc. requests approval of a sketch plan for Sand Hill Road Subdivision for five lots at 3201 Sand Hill Road. Map #301 Parcel #41, 42

Summary Recommendation
Approve the sketch plan for Sand Hill Road Subdivision at 3201 Sand Hill Road consisting of five lots, with stipulations,

1. Preliminary plans for development shall be submitted per Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 4.2.2.
2. Development shall comply with the requirements of the R-1 zoning district.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.

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 subdivision will consist of 5-lots. Lot 1 to consist of 1.08 acres usable soil; Lot 2 to consist of 1.10 acres useable soil; Lot 3 to consist of 1.02 acres useable soil; Lot 4 to consist of 1.00 acre useable soil and Lot 5 to consist of 1.34 acres useable soil. The project will be served by private well and septic systems.

Background
At the Planning Board meeting, Juanita Golden made a motion to approve the sketch plan for Sand Hill Road Subdivision at 3201 Sand Hill Road consisting of five lots with the following stipulations:

1. Preliminary plans for development shall be submitted per Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 4.2.2.
2. Development shall comply with the requirements of the R-1 zoning district.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.

Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Approve the sketch plan, as recommended by Planning Board, for Sand Hill Road Subdivision at 3201 Sand Hill Road consisting of five lots.

a. The five-acre lots sub-division will allow the property to be used in a conservative, low impact manner that will enhance the area.
b. The lots meet the requirements of the R-1 zoning district.
c. The property will offer a pleasant, secluded area for five single-family home sites around the existing ponds.
Other Alternatives
Deny the request to approve a sketch plan for Sand Hill Road Subdivision for five lots at 3201 Sand Hill Road.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

Attachments:
1. Sketch Plan application
2. Sketch Plan checklist
3. Deed
4. Sketch Plan
5. Aerial photograph
EFFINGHAM COUNTY
SKETCH PLAN SUMITTAL FORM

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

Proposed Name of Subdivision: Sand Hill Road Subdivision

Name of Applicant/Agent: Ellis Skinner Phone: 912-667-0077
Company Name: DEA Construction, Inc.
Address: PO Box 489 Springfield, GA 31329

Owner of Record: DEA Construction, Inc. Phone: 912-667-0077
Address: PO Box 489 Springfield, GA 31329

Engineer: EMC Engineering Services, Inc. Phone: 912-232-6533
Address: 10 Chatham Center South, Suite 100, Savannah GA 31405

Surveyor: Same as Above Phone: Same as Above
Address: Same as Above

Proposed water: Private Proposed sewer: Private

Total acreage of property: 18.78 Acreage to be divided: 18.78 Number of Lots Proposed: 5

Current Zoning: I-1 Proposed Zoning: R-1 Tax map – Block – Parcel No: 301-00-41.42

Are any variances requested? Yes If so, please describe:

No site amenities or sidewalks will be provided on the site. Road side swales would also make sidewalks difficult to construct.

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

This __________ day of ______________, 2019

[Signature]

Donna Bailey
Notary

[Signature]

[Signature]

Applicant

Owner

Page 1 of 3
02/13/2020

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

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

This 21st day of November, 20__.  

[Signature]  

[Name]
Notary

Applicant

Owner

[Notary Stamp]

[Notary Seal]
QUITCLAIM DEED

THIS INDENTURE, made this 17th day of December, 2009 by and between DEA Enterprises, LLC (hereinafter called "Grantor") and DEA Construction, Inc., (hereinafter called "Grantee"). The words "Grantor" and "Grantee" shall include their respective heirs, successors or assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.

WITNESSETH that Grantor, for and in consideration for the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, release, and forever quitclaim to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described Property, to wit:

See Attached Exhibit "A"

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said Property unto the said Grantee so that neither the Grantor nor its successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest in the said Property or its appurtenances.

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

DEA Enterprises, LLC (Grantors)

By: [Signature]

E. ARNOLD SKINNER

Signed, sealed and delivered in the presence of:

[Notary Seal]

Notary Public

20/13/2020
All that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, and shown and described as Parcel "A" containing 5.74 acres and Parcel "B" containing 13.04 acres shown and described on said plat or survey recorded in Plat Cabinet A, Slide 296F, Effingham County, Georgia records, to which plat or survey specific reference is hereby made for a better determining of the metes and bounds of the property hereby conveyed.

More commonly known as 3201 Sandhill Road, Guyton, Georgia 31312.
Staff Report

Subject: Variance (First District)
Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: DEA Construction, Inc. requests a variance to waive the requirement to install sidewalks for a five-lot subdivision at 3201 Sand Hill Road. Map #301 Parcel #41, 42

Summary Recommendation
Denial, the safety and welfare of the residents of the development is a priority and sidewalks would correspond with the Effingham County Mission Statement to provide a safe and healthy environment to promote a high quality of life for our citizens.

Executive Summary
The request for a variance refers to Appendix B-Subdivision Regulations, Article VI.-Required Improvements, Section 6.1 of the Code of Ordinances, which allows the sidewalk requirement to be waived by the Board of Commissioners. The Commissioners denied a request to waive the sidewalk requirement for another development at their January 21, 2020 meeting.

Background
At the Planning Board meeting, Juanita Golden made a motion to approve the variance request to waive the requirement to install sidewalks for a five-lot subdivision at 3201 Sand Hill Road. Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Denial, the safety and welfare of the residents of the development is a priority and sidewalks would correspond with the Effingham County Mission Statement to provide a safe and healthy environment to promote a high quality of life for our citizens.

Other Alternatives
Approve the variance request to waive the requirement to install sidewalks for a five-lot subdivision at 3201 Sand Hill Road Subdivision.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

Attachments:
1. Variance Application
2. Ownership certification
3. Site plan
4. Plat survey
5. Aerial photograph
EFFINGHAM COUNTY
APPLICATION FOR A VARIANCE OR CONDITIONAL USE

APPLICANT NAME  DEA Construction, Inc. - Ellis Skinner

MAILING ADDRESS
P.O. Box 489 Springfield, GA 31329

PROPERTY OWNER  DEA Construction, Inc.

LOCATION  3201 Sand Hill Road

MAP #  301  PARCEL #  41,42

ZONING  I-1  ACREAGE  18.78

PHONE #  912-657-4041

NAME OF DEVELOPMENT  Sand Hill Road Subdivision

SECTION NUMBER(S) OF THE ORDINANCE FROM WHICH A VARIANCE/CONDITIONAL USE IS REQUESTED
Appendix B Article V Section 6.1: Major Subdivision 4 Lots or more required improvements

DESCRIBE THE REQUESTED VARIANCE OR CONDITIONAL USE
Provide no sidewalks

EXPLAIN WHY THE VARIANCE IS REQUESTED
Subdivision is only 5 lots, has no amenities, side walks will connect to nothing and drainage with roadside swales & ditches make sidewalks difficult to construct.
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 DESIRED, ADDITIONAL NARRATIVE THAT ExplAINS 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 ___________ TRACKING NUMBER ________
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 August 3, 2010, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1953 page 358.

Owner’s signature ____________________________

Owner’s signature ____________________________

Owner’s signature ____________________________
Staff Report

Subject: Variance (First District)

2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator

Department: Development Services – Planning & Zoning

Meeting Date: February 18, 2020

Item Description: DEA Construction, Inc. requests a variance to waive the requirement to install sidewalks for a five-lot subdivision at 3201 Sand Hill Road. Map #301 Parcel #41, 42

Summary Recommendation
Denial, the safety and welfare of the residents of the development is a priority and sidewalks would correspond with the Effingham County Mission Statement to provide a safe and healthy environment to promote a high quality of life for our citizens.

Executive Summary
The request for a variance refers to Appendix B-Subdivision Regulations, Article VI.- Required Improvements, Section 6.1 of the Code of Ordinances, which allows the sidewalk requirement to be waived by the Board of Commissioners. The Commissioners denied a request to waive the sidewalk requirement for another development at their January 21, 2020 meeting.

Background
At the Planning Board meeting, Juanita Golden made a motion to approve the variance request to waive the requirement to install sidewalks for a five-lot subdivision at 3201 Sand Hill Road.
Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Denial, the safety and welfare of the residents of the development is a priority and sidewalks would correspond with the Effingham County Mission Statement to provide a safe and healthy environment to promote a high quality of life for our citizens.

Other Alternatives
Approve the variance request to waive the requirement to install sidewalks for a five-lot subdivision at 3201 Sand Hill Road Subdivision.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

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

WHEREAS, DEA CONSTRUCTION, INC., has filed an application for a variance to waive the requirement to install sidewalks for a five-lot subdivision; map and parcel number 301-41 & 42, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on 1/29/2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT a variance to waive the requirement to install sidewalks for a five-lot subdivision; Map and Parcel number 301-41 & 42, located in the 1st commissioner district is approved.

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

This _____ day of _______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
    WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____________

___________________________
STEPHANIE JOHNSON
COUNTY CLERK
Summary Recommendation
Denial, as the business does not meet the public road frontage requirement for a Rural Business Conditional Use.

Executive Summary
The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, Section 3.15B - Rural Business. A Rural Business Conditional Use is allowed in the AR-1 zoning district for commercial activity that meets the following criteria:

a. Small office or small-scale retail sales or service-type business which is secondary or incidental to the primary use of property for agricultural or residential purposes.

b. Limited to no more than 1,000 square feet if in a structure and 1,000 square feet of land if outside a structure.

c. Property on which Rural Business is proposed must have frontage on a public road.

The referenced property is located approximately 2,500 feet off Old River Road and is an unpaved, privately-maintained road.

Background
At the Planning Board meeting, Juanita Golden made a motion to approve the rural business conditional use to allow for a small lumber mill at 356 Harvey Road. Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Denial, as the business does not meet the public road frontage requirement for a Rural Business Conditional Use.

Other Alternatives
Approve the rural business conditional use to allow for a small lumber mill at 356 Harvey Road.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

Attachments:
1. Conditional Use application
2. Site Plan
3. Aerial photograph
4. Occupation Tax Certificate Application
Conditional Use Application for Residential or Rural Business

Approval by the Planning Board & Board of Commissioners is required prior to operation of business!

APPLICANT: Elizabeth A. Moore  DATE: 12/23/19

MAILING ADDRESS: P.O. Box 674  Eden CA 9307

TELEPHONE: (916) 316-0069  EMAIL: riverwatcher2003@comcast.net

PROPERTY OWNER: Elizabeth A. Moore

PROPOSED BUSINESS NAME: Amen Services

PHYSICAL ADDRESS FOR BUSINESS: 356 Harvey Rd  Bloomingdale CA 31007

PRESENT ZONING: AR-1  ACRES: 10.19  TAX MAP #303 PARCEL #31

PLEASE INDICATE THE TYPE OF BUSINESS BELOW:

RURAL BUSINESS [X] (NOTE: PROPERTY MUST CONSIST OF 3 OR MORE ACRES)

RESIDENTIAL BUSINESS [ ]

GIVE A DESCRIPTION OF THE OPERATIONS OF THE BUSINESS:

Would like to set up small lumber mill on existing acre of the original 10x10 cabin & required wood

* 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.
NOTES: SURVEY WAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE
CONDITIONS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE
AND CURRENT TITLE SEARCH MAY DISCLOSE.

THE BEARINGS SHOWN ON THIS SURVEY WERE CALCULATED FROM A TRAVERSE USING FIELD
ANGLES AND A SINGLE BASE BEARING. THE BEARINGS MAY VARY FROM PREVIOUS SURVEYS
DUE TO MAGNETIC DECLINATION EVER THOUGH THE PROPERTY LINES ARE THE SAME.

STATE OF GEORGIA
EFFINGHAM COUNTY
PLAT DATE: 22 MAY 2008
FIELD SURVEY: 20 MAY 2008
FIELD E.O.C. = 1' IN 20,000' +
ANGULAR ERROR = 05" PER < POINT
PLAT E.O.C. = 1' IN 20,000' +
ADJUSTMENT = NONE
EQUIPMENT USED
ELECTRONIC TOTAL STATION

REFERENCES:
THOMAS K. EASON PLAT DATED 30 AUGUST
1988
THOMAS K. EASON PLAT DATED 24 MARCH
1990, REVISED 23 JUNE 1990
LEON A. ZIFFER PLAT DATED 08 JULY
1982

PRODUCTS: IRON PIN SST
PK= IRON PIN FOUND
RPF= REBAR FOUND
RPS= REBAR SST
CSF= CONCRETE MOCUMENT SST
CMS= CONCRETE MOCUMENT SST

SCALE: 1 INCH= 100 FEET

DIRECTOR
APPROVED FOR RECORD BY THE EFFINGHAM COUNTY
ZONING ADMINISTRATION

DATE
APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY
ZONING ADMINISTRATION

SURVEY FOR:
LAURENE E. MCLEOD
AND
ELIZABETH R. MOORE
SURVEYED AS DIRECTED BY ELIZABETH R. MOORE

AREA= 5.55 AC.
(NOT TO BE SUBDIVIDED INTO SEPARATE BUILDING LOTS)
EFFINGHAM COUNTY
OCCUPATION TAX CERTIFICATE APPLICATION

***For Office Use Only***

Map _______ Parcel _______ Zoning _______ License Number _______ SIC Number _______

Business Type: [ ] Home Occupation [ ] Commercial [ ] Rural Business [ ] Residential Business

Board Approval Date: ______________________ Board Approval Date: ______________________

Zoning Administrator Signature: ______________________ Date: ______________________

Is this a new application or a renewal? (Year you are applying for ______) [ ] New [ ] Renewal

Business Name: Amen Services Date: 12/23/19

Owner of Business: Elizabeth A Moore

Location of Business: 356 Harvey Rd. Bloomingdale Ga 31302

(Street Address) (City) (State) (Zip Code)

Do you reside at the address where the business is located? [ ] Yes [ ] No

Mailing Address (if different): P.O. Box 674 Eden Ga 31307

(Street Address) (City) (State) (Zip Code)

Phone Number: 912-316-0069 Email Address: riverwerchter200301@yahoo.com

Are you the owner of the property where the business is being conducted? [ ] Yes [ ] No

Property Owner / Address / Phone: Elizabeth A Moore 332 Harvey Rd Bloomingdale Ga 31302

Description of Business: repurposing wood lumber

Will your business require customers or clients coming onto the property? [ ] Yes [ ] No

Will your business require work conducted from any other structure located on the property? [ ] Yes [ ] No

Are you applying for an alcohol license? [ ] Yes [ ] No

Number of Employees: (including self) 2 Part Time [ ] Full Time [ ]

Is a state certification required for the type of business conducted? [ ] Yes [ ] No

If yes, note your Certification Number: ______________________

Section 3.15 of the Effingham County Zoning Ordinance

"Home occupation" means an occupation or profession which is conducted entirely within a dwelling, which is carried on only by family members residing therein, which does not involve customers or clients coming onto the premises, and which is clearly incidental and secondary to the use of the dwelling for residential purposes.

Any business being based from another structure on your property or having customers or clients in home MUST have approval by the Planning Board and Commissioners.

Elizabeth Moore
APPLICANT SIGNATURE
02/13/2020

Elizabeth Moore
APPLICANT NAME (please print)

12/23/19

DATE

Page 6 of 6
Staff Report

Subject: Conditional Use (First District)  
2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator

Department: Development Services – Planning & Zoning

Meeting Date: February 18, 2020

Item Description: Elizabeth Moore requests a rural business conditional use to allow for a small lumber mill at 332 Harvey Road. Map #303 Parcel #31

Summary Recommendation
Denial, as the business does not meet the public road frontage requirement for a Rural Business Conditional Use.

Executive Summary
The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, Section 3.15B - Rural Business. A Rural Business Conditional Use is allowed in the AR-1 zoning district for commercial activity that meets the following criteria:

a. Small office or small-scale retail sales or service-type business which is secondary or incidental to the primary use of property for agricultural or residential purposes.
b. Limited to no more than 1,000 square feet if in a structure and 1,000 square feet of land if outside a structure.
c. Property on which Rural Business is proposed must have frontage on a public road.

The referenced property is located approximately 2,500 feet off Old River Road and is an unpaved, privately-maintained road.

Background
At the Planning Board meeting, Juanita Golden made a motion to approve the rural business conditional use to allow for a small lumber mill at 356 Harvey Road. Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Denial, as the business does not meet the public road frontage requirement for a Rural Business Conditional Use.

Other Alternatives
Approve the rural business conditional use to allow for a small lumber mill at 356 Harvey Road.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

ATTACHMENT: Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 303-31
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 303-31

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, ELIZABETH MOORE, has filed an application for a conditional use to allow for a Rural Business to operate a small lumber mill; map and parcel number 303-31, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on 1/29/2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for a Rural Business to operate a small lumber mill; map and parcel number 303-31, located in the 1st commissioner district is approved.

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

This _____ day of ________________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _______________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: ________________

_________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Variance (First District)
Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: South Georgia Custom Homes requests a variance to waive the requirement to install sidewalks in Phase II of Emerald Plantation. Map #350 Parcel #16

Summary Recommendation
Denial, the safety and welfare of the residents of the development is a priority, and sidewalks would correspond with the Effingham County Mission Statement to provide a safe and healthy environment to promote a high quality of life for our citizens.

Executive Summary
The request for a variance refers to Appendix B-Subdivision Regulations, Article VI.-Required Improvements, Section 6.1 of the Code of Ordinances, which allows the sidewalk requirement to be waived by the Board of Commissioners. The Commissioners denied a request to waive the sidewalk requirement for another development at their January 21, 2020 meeting.

Background
At the Planning Board meeting, Juanita Golden made a motion to deny the variance to waive the requirement to install sidewalks in Phase II of Emerald Plantation. Alan Zipperer seconded the motion. The motion carried with affirmative votes from Golden, Zipperer and Higgins. Smith opposed the motion. Burns abstained.

Alternatives
Recommended Alternative: Denial, the safety and welfare of the residents of the development is a priority, and sidewalks would correspond with the Effingham County Mission Statement to provide a safe and healthy environment to promote a high quality of life for our citizens.

Other Alternatives
Approve the variance to waive the requirement to install sidewalks in Phase II of Emerald Plantation.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department.

FUNDING: N/A

Attachments:
1. Variance Application
2. Ownership certification
3. Site plan
4. Plat survey
5. Aerial photograph
EFFINGHAM COUNTY
APPLICATION FOR A VARIANCE OR CONDITIONAL USE

APPLICANT NAME  South Georgia Custom Homes, LLC - Keith Blaschke

MAILING ADDRESS
233 Davis Road, Suite G, Augusta, GA 30907

PROPERTY OWNER  Same as above

LOCATION  Blue Jay Road

MAP #  350  PARCEL #  16

ZONING  R1  ACREAGE  17.87

PHONE #  770-377-4839

NAME OF DEVELOPMENT  Emerald Plantation - Phase 2

SECTION NUMBER(S) OF THE ORDINANCE FROM WHICH A VARIANCE/CONDITIONAL USE IS REQUESTED
Appendix B Article V Section 6.1: Major Subdivision 4 Lots or more required improvements

DESCRIBE THE REQUESTED VARIANCE OR CONDITIONAL USE
Provide no sidewalks.

EXPLAIN WHY THE VARIANCE IS REQUESTED
Existing Phase 1 does not include sidewalks and drainage with roadside swales & ditches make sidewalks difficult to construct.
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 DESIRED, ADDITIONAL NARRATIVE THAT EXPLAINS 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 ______________ TRACKING NUMBER ______
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 6/7/2019, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2529 page 662.

Owner’s signature

Owner’s signature

Owner’s signature
Staff Report

Subject: Variance (First District)

2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator

Department: Development Services – Planning & Zoning

Meeting Date: February 18, 2020

Item Description: South Georgia Custom Homes requests a variance to waive the requirement to install sidewalks in Phase II of Emerald Plantation. Map #350 Parcel #16

Summary Recommendation
Denial, the safety and welfare of the residents of the development is a priority, and sidewalks would correspond with the Effingham County Mission Statement to provide a safe and healthy environment to promote a high quality of life for our citizens.

Executive Summary
The request for a variance refers to Appendix B-Subdivision Regulations, Article VI.- Required Improvements, Section 6.1 of the Code of Ordinances, which allows the sidewalk requirement to be waived by the Board of Commissioners. The Commissioners denied a request to waive the sidewalk requirement for another development at their January 21, 2020 meeting.

Background
At the Planning Board meeting, Juanita Golden made a motion to deny the variance to waive the requirement to install sidewalks in Phase II of Emerald Plantation. Alan Zipperer seconded the motion. The motion carried with affirmative votes from Golden, Zipperer and Higgins. Smith opposed the motion. Burns abstained.

Alternatives
Recommended Alternative: Denial, the safety and welfare of the residents of the development is a priority, and sidewalks would correspond with the Effingham County Mission Statement to provide a safe and healthy environment to promote a high quality of life for our citizens.

Other Alternatives
Approve the variance to waive the requirement to install sidewalks in Phase II of Emerald Plantation.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department.

FUNDING: N/A

ATTACHMENT:
Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 350-16
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 350-16
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, SOUTH GEORGIA CUSTOM HOMES, has filed an application for a variance to waive the requirement to install sidewalks in Phase II of Emerald Plantation; map and parcel number 350-16, located in the 1st commissioner district; and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on 1/29/2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT a variance to waive the requirement to install sidewalks in Phase II of Emerald Plantation; Map and Parcel number 350-16, located in the 1st commissioner district is approved.

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

This _____ day of ________________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ______________________________
    WESLEY CORBITT, CHAIRMAN

ATTEST: ______________________________
FIRST/SECOND READING: ______________

_________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Variance (First District)
Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: South Georgia Custom Homes requests a variance to waive the requirement to install reuse water lines in Phase II of Emerald Plantation. Map #350 Parcel #16

Summary Recommendation
Denial, providing adequate infrastructure to dispose of reuse water will be critical to manage the growth Effingham County is experiencing.

Executive Summary
Pursuant to Chapter 75 Utilities, Article II. Water and Sewer User Charges, Section 75-55 Reuse Water Lines: All new developments (defined as major subdivisions, commercial or industrial projects) proposed to be served by public or private sewage services shall install purple pipe reuse lines within the development. Emerald Plantation Phase II will be served by county water and individual septic systems. Chapter 75 Utilities, Article I. In General, Section 75-1, Required Connection to Water, Sewer and Water Reuse Lines: Major subdivisions, as defined in the subdivision regulations, commercial or industrial developments shall be required to connect to county water, sewer, and reuse water lines if such lines are located within 1,000 feet of the property line. Currently there is no plan or CIP that includes a project to extend the reuse lines to the proposed subdivision; however, this could change in the future. During site development plan review process, county engineers (EOM) directed applicant to include reuse water line infrastructure per the ordinance. There is currently no reuse water line infrastructure on Bluejay Road within 1,000’ of Emerald Plantation.

Background
At the Planning Board meeting, Juanita Golden made a motion to deny the variance to waive the requirement to install reuse water lines in Phase II of Emerald Plantation. The motion failed due to no second. Peter Higgins made a motion to approve the variance request. Alan Zipperer seconded the motion. The motion carried with affirmative votes from Burns, Higgins, Smith and Zipperer. Golden opposed the motion.

Alternatives
Recommended Alternative: Denial, providing adequate infrastructure to dispose of reuse water will be critical to manage the growth Effingham County is experiencing.

Other Alternatives
Approve the variance to waive the requirement to install reuse water lines in Phase II of Emerald Plantation.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department
FUNDING: N/A
Attachments:
1. Variance application
2. Ownership certificate
3. Deed
4. Aerial photo
EFFINGHAM COUNTY
APPLICATION FOR A VARIANCE OR CONDITIONAL USE

APPLICANT NAME  South Georgia Custom Homes, LLC - Keith Blaschke

MAILING ADDRESS
233 Davis Road, Suite G, Augusta, GA 30907

PROPERTY OWNER  Same as above

LOCATION  Blue Jay Road

MAP #  350  PARCEL #  16

ZONING  R1  ACREAGE  17.87

PHONE #  770-377-4839

NAME OF DEVELOPMENT  Emerald Plantation - Phase 2

SECTION NUMBER(S) OF THE ORDINANCE FROM WHICH A VARIANCE/CONDITIONAL USE IS REQUESTED
Chapter 75 Article II Sec. 75-55

DESCRIBE THE REQUESTED VARIANCE OR CONDITIONAL USE
Provide no reuse (purple pipe).

EXPLAIN WHY THE VARIANCE IS REQUESTED
Existing Phase 1 does not include reuse, there are no large reuse users in the immediate future that would make reuse extension practical. Reuse is available approx. 2.6 miles away.
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 DESIRED, ADDITIONAL NARRATIVE THAT EXPLAINS 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 _________ TRACKING NUMBER _______
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 dated 6/7/2019, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2529 page 662.

Owner's signature

Owner's signature

Owner's signature
Staff Report

Subject: Variance (First District)

2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator

Department: Development Services – Planning & Zoning

Meeting Date: February 18, 2020

Item Description: South Georgia Custom Homes requests a variance to waive the requirement to install reuse water lines in Phase II of Emerald Plantation.

Map #350 Parcel #16

Summary Recommendation

Denial, providing adequate infrastructure to dispose of reuse water will be critical to manage the growth Effingham County is experiencing.

Executive Summary

Pursuant to Chapter 75 Utilities, Article II. Water and Sewer User Charges, Section 75-55 Reuse Water Lines: All new developments (defined as major subdivisions, commercial or industrial projects) proposed to be served by public or private sewage services shall install purple pipe reuse lines within the development. Emerald Plantation Phase II will be served by county water and individual septic systems. Chapter 75 Utilities, Article I. In General, Section 75-1, Required Connection to Water, Sewer and Water Reuse Lines: Major subdivisions, as defined in the subdivision regulations, commercial or industrial developments shall be required to connect to county water, sewer, and reuse water lines if such lines are located within 1,000 feet of the property line. Currently there is no plan or CIP that includes a project to extend the reuse lines to the proposed subdivision; however, this could change in the future. During site development plan review process, county engineers (EOM) directed applicant to include reuse water line infrastructure per the ordinance. There is currently no reuse water line infrastructure on Bluejay Road within 1,000’ of Emerald Plantation.

Background

At the Planning Board meeting, Juanita Golden made a motion to deny the variance to waive the requirement to install reuse water lines in Phase II of Emerald Plantation. The motion failed due to no second. Peter Higgins made a motion to approve the variance request. Alan Zipperer seconded the motion. The motion carried with affirmative votes from Burns, Higgins, Smith and Zipperer. Golden opposed the motion.

Alternatives

Recommended Alternative: Denial, providing adequate infrastructure to dispose of reuse water will be critical to manage the growth Effingham County is experiencing.

Other Alternatives

Approve the variance to waive the requirement to install reuse water lines in Phase II of Emerald Plantation.

Department Review

Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

ATTACHMENT: Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 350-16
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 350-16
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, SOUTH GEORGIA CUSTOM HOMES, has filed an application for a variance to waive the requirement to install reuse water lines in Phase II of Emerald Plantation; map and parcel number 350-16, located in the 1st commissioner district; and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on 1/29/2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT a variance to waive the requirement to install reuse water lines in Phase II of Emerald Plantation; Map and Parcel number 350-16, located in the 1st commissioner district is approved.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ______________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: ______________________________
FIRST/SECOND READING: ______________

_________________________
STEPHANIE JOHNSON
COUNTY CLERK
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 350-16
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 350-16
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, SOUTH GEORGIA CUSTOM HOMES, has filed an application for a variance to waive the requirement to install reuse water lines in Phase II of Emerald Plantation; map and parcel number 350-16, located in the 1st commissioner district; and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on 1/29/2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT a variance to waive the requirement to install reuse water lines in Phase II of Emerald Plantation; Map and Parcel number 350-16, located in the 1st commissioner district is approved.

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

This ______ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _______________________
WESLEY CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: ____________

_____________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Variance (First District)
Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: South Georgia Custom Homes requests approval of a sketch plan for Phase III of Emerald Plantation, a 17-lot subdivision. Map #350 Parcel #16

Summary Recommendation
Approve a sketch plan for Phase III of Emerald Plantation, a 17-lot subdivision, with the following stipulations:
1. Preliminary plans for development shall be submitted per Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 4.2.2.
2. Development shall comply with the requirements of the R-1 zoning district.

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 county water and individual septic systems.

Background
At the Planning Board meeting, Juanita Golden made a motion to approve a sketch plan for Phase III of Emerald Plantation; a 17 lot subdivision. Peter Higgins seconded the motion. The motion carried with affirmative votes from Burns, Golden, Zipperer and Higgins. Smith opposed the motion.

Alternatives
Recommended Alternative: Approve, with the following stipulations:
1. Preliminary plans for development shall be submitted per Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 4.2.2.
2. Development shall comply with the requirements of the R-1 zoning district.

Other Alternatives
Deny approval of a sketch plan for Phase III of Emerald Plantation; a 17 lot subdivision.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department.

FUNDING: N/A

Attachments:
1. Sketch Plan application
2. Sketch Plan
3. Aerial photograph
EFFINGHAM COUNTY
SKETCH PLAN SUMMITAL FORM

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

Proposed Name of Subdivision Emerald Plantation - Phase 3
Name of Applicant/Agent Keith Blaschke Phone 770-377-4839
Company Name South Georgia Custom Homes, LLC
Address 233 Davis Road, Suite G, Augusta, GA 30907
Owner of Record Same as above Phone Same as above
Address Same as above
Engineer EMC Engineering Services, Inc. Phone 912-232-6533
Address 10 Chatham Center South, Suite 100, Savannah GA 31405
Surveyor Same as Above Phone Same as Above
Address Same as Above

Proposed water Effingham County Proposed sewer Private
Total acreage of property 15.53 Acreage to be divided 15.53 Number of Lots Proposed 17
Current Zoning R-1 Proposed Zoning R-1 Tax map - Block - Parcel No 350-00-16

Are any variances requested? Yes If so, please describe: __________________________________________________________

No water reuse or sidewalks are proposed for the site. Phase 1 does not include sidewalks or reuse. There
are no large projected reuse users in the immediate future that would make reuse extention practical.
Road side swales would make sidewalks difficult to construct. Reuse is available approx. 2.6 miles away.
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, 2019

[Applicant's Signature]

[Owner's Signature]

Notary

SHARON L. POWELL
COLUMBIA COUNTY, GEORGIA

Page 1 of 3

# EFFINGHAM COUNTY

## SKETCH PLAN CHECKLIST

**OFFICIAL USE ONLY**

<table>
<thead>
<tr>
<th>Subdivision Name:</th>
<th>Project Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Received:</td>
<td>Date Reviewed:</td>
</tr>
</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:

1. Proposed name of development.
2. Names, addresses and telephone numbers of owner and applicant.
3. Name, address and telephone number of person or firm who prepared the plans.
4. Graphic scale (approximately 1"=100') and north arrow.
5. Location map (approximately 1" = 1000').
6. Date of preparation and revision dates.
7. Acreage to be subdivided.

## (b) Existing Conditions:

1. Location of all property lines.
2. Existing easements, covenants, reservations, and right-of-ways.
4. Sidewalks, streets, alleys, driveways, parking areas, etc.
5. Existing utilities including water, sewer, electric, wells and septic tanks.
6. Natural or man-made watercourses and bodies of water and wetlands.
7. Limits of floodplain.
8. Existing topography.
10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).

## (c) Proposed Features:

1. Layout of all proposed lots.
2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
3. Proposed zoning and land use.
4. Existing buildings and structures to remain or be removed.
5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
6. Proposed retention/detention facilities and storm-water master plan.
<table>
<thead>
<tr>
<th>n/a</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 19 day of December, 2019

[Signature]

Notary

[Seal]

[Signatures]

Applicant

Owner

[Seal]
Staff Report

Subject: Variance (First District)
Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: South Georgia Custom Homes requests a variance to waive the requirement to install sidewalks in Phase III of Emerald Plantation. Map #350 Parcel #16

Summary Recommendation
Denial, the safety and welfare of the residents of the development is a priority, and sidewalks would correspond with the Effingham County Mission Statement to provide a safe and healthy environment to promote a high quality of life for our citizens.

Executive Summary
The request for a variance refers to Appendix B-Subdivision Regulations, Article VI.-Required Improvements, Section 6.1 of the Code of Ordinances, which allows the sidewalk requirement to be waived by the Board of Commissioners. The Commissioners denied a request to waive the sidewalk requirement for another development at their January 21, 2020 meeting.

Background
At the Planning Board meeting, Juanita Golden made a motion to deny the variance to waive the requirement to install sidewalks in Phase III of Emerald Plantation. Brad Smith seconded the motion. The motion carried with affirmative votes from Burns, Golden, Smith and Zipperer. Higgins opposed the motion.

Alternatives
Recommended Alternative: Denial, the safety and welfare of the residents of the development is a priority, and sidewalks would correspond with the Effingham County Mission Statement to provide a safe and healthy environment to promote a high quality of life for our citizens.

Other Alternatives
Approve the variance to waive the requirement to install sidewalks in Phase III of Emerald Plantation.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department.

FUNDING: N/A

Attachments:
1. Variance Application
2. Ownership certification
3. Site plan
4. Plat survey
5. Aerial photograph
EFFINGHAM COUNTY
APPLICATION FOR A VARIANCE OR CONDITIONAL USE

APPLICANT NAME  South Georgia Custom Homes, LLC - Keith Blaschke

MAILING ADDRESS
233 Davis Road, Suite G, Augusta, GA 30907

PROPERTY OWNER  Same as above

LOCATION  Blue Jay Road

MAP #  350  PARCEL #  16

ZONING  R1  ACREAGE  15.53

PHONE #  770-377-4839

NAME OF DEVELOPMENT  Emerald Plantation - Phase 3

SECTION NUMBER(S) OF THE ORDINANCE FROM WHICH A VARIANCE/CONDITIONAL USE IS REQUESTED
Appendix B Article V Section 6.1: Major Subdivision 4 Lots or more required improvements

DESCRIBE THE REQUESTED VARIANCE OR CONDITIONAL USE
Provide no sidewalks.

EXPLAIN WHY THE VARIANCE IS REQUESTED
Existing Phase 1 does not include sidewalks and drainage with roadside swales & ditches make sidewalks difficult to construct.
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 DESIRED, ADDITIONAL NARRATIVE THAT EXPLAINS 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 _______________ TRACKING NUMBER _____
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 6/7/2019, on file in the office of the Clerk of the Superior Court
of Effingham County, in Deed Book 2529, page 662.

Owner's signature

Owner's signature

Owner's signature
Staff Report

Subject: Variance (First District)  
2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator

Department: Development Services – Planning & Zoning

Meeting Date: February 18, 2020

Item Description: South Georgia Custom Homes requests a variance to waive the requirement to install sidewalks in Phase III of Emerald Plantation. Map #350 Parcel #16

Summary Recommendation
Denial, the safety and welfare of the residents of the development is a priority, and sidewalks would correspond with the Effingham County Mission Statement to provide a safe and healthy environment to promote a high quality of life for our citizens.

Executive Summary
The request for a variance refers to Appendix B-Subdivision Regulations, Article VI.- Required Improvements, Section 6.1 of the Code of Ordinances, which allows the sidewalk requirement to be waived by the Board of Commissioners. The Commissioners denied a request to waive the sidewalk requirement for another development at their January 21, 2020 meeting.

Background
At the Planning Board meeting, Juanita Golden made a motion to deny the variance to waive the requirement to install sidewalks in Phase III of Emerald Plantation. Brad Smith seconded the motion. The motion carried with affirmative votes from Burns, Golden, Smith and Zipperer. Higgins opposed the motion.

Alternatives
Recommended Alternative: Denial, the safety and welfare of the residents of the development is a priority, and sidewalks would correspond with the Effingham County Mission Statement to provide a safe and healthy environment to promote a high quality of life for our citizens.

Other Alternatives
Approve the variance to waive the requirement to install sidewalks in Phase III of Emerald Plantation.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department.

FUNDING: N/A

ATTACHMENT: Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 350-16
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 350-16
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, SOUTH GEORGIA CUSTOM HOMES, has filed an application for a variance to waive the requirement to install sidewalks in Phase III of Emerald Plantation; map and parcel number 350-16, located in the 1st commissioner district; and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on 1/29/2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT a variance to waive the requirement to install sidewalks in Phase III of Emerald Plantation; Map and Parcel number 350-16, located in the 1st commissioner district is approved.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: ____________________________
FIRST/SECOND READING: ________________

__________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Variance (First District)
Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: South Georgia Custom Homes requests a variance to waive the requirement to install reuse water lines in Phase III of Emerald Plantation. Map #350 Parcel #16

Summary Recommendation
Denial, providing adequate infrastructure to dispose of reuse water will be critical to manage the growth Effingham County is experiencing.

Executive Summary
Pursuant to Chapter 75 Utilities, Article II. Water and Sewer User Charges, Section 75-55 Reuse Water Lines: *All new developments (defined as major subdivisions, commercial or industrial projects) proposed to be served by public or private sewage services shall install purple pipe reuse lines within the development.* Emerald Plantation Phase II will be served by county water and individual septic systems. Chapter 75 Utilities, Article I. In General, Section 75-1, Required Connection to Water, Sewer and Water Reuse Lines: *Major subdivisions, as defined in the subdivision regulations, commercial or industrial developments shall be required to connect to county water, sewer, and reuse water lines if such lines are located within 1,000 feet of the property line.* Currently there is no plan or CIP that includes a project to extend the reuse lines to the proposed subdivision; however, this could change in the future. During site development plan review process, county engineers (EOM) directed applicant to include reuse water line infrastructure per the ordinance. There is currently no reuse water line infrastructure on Bluejay Road within 1,000’ of Emerald Plantation.

Background
At the Planning Board meeting, Juanita Golden made a motion to deny the variance to waive the requirement to install reuse water lines in Phase III of Emerald Plantation. The motion failed due to no second. Peter Higgins made a motion to approve the variance request. Alan Zipperer seconded the motion. The motion carried with affirmative votes from Burns, Higgins, Smith and Zipperer. Golden opposed the motion.

Alternatives
Recommended Alternative: Denial, providing adequate infrastructure to dispose of reuse water will be critical to manage the growth Effingham County is experiencing.

Other Alternatives
Approve the variance to waive the requirement to install reuse water lines in Phase III of Emerald Plantation.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department
FUNDING: N/A
Attachments:
1. Variance application
2. Ownership certificate
3. Deed
4. Aerial photo
EFFINGHAM COUNTY
APPLICATION FOR A VARIANCE OR CONDITIONAL USE

APPLICANT NAME  South Georgia Custom Homes, LLC - Keith Blaschke

MAILING ADDRESS  
233 Davis Road, Suite G, Augusta, GA 30907

PROPERTY OWNER  Same as above

LOCATION  Blue Jay Road

MAP #   350  PARCEL #   16

ZONING  R1  ACREAGE  15.53

PHONE #   770-377-4839

NAME OF DEVELOPMENT  Emerald Plantation - Phase 3

SECTION NUMBER(S) OF THE ORDINANCE FROM WHICH A VARIANCE/CONDITIONAL USE IS REQUESTED
Chapter 75 Article II Sec. 75-55

DESCRIBE THE REQUESTED VARIANCE OR CONDITIONAL USE
Provide no reuse (purple pipes).

EXPLAIN WHY THE VARIANCE IS REQUESTED
Existing Phase 1 does not include reuse, there are no large projected reuse users in the immediate future that would make reuse extension practical. Reuse is available approx. 2.6 miles away.
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 DESIRED, ADDITIONAL NARRATIVE THAT EXPLAINS 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 ___________ TRACKING NUMBER _________
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 6/7/2019, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2529 page 662.

Owner's signature

Owner’s signature

Owner’s signature
Staff Report

Subject: Variance (First District)

2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator

Department: Development Services – Planning & Zoning

Meeting Date: February 18, 2020

Item Description: South Georgia Custom Homes requests a variance to waive the requirement to install reuse water lines in Phase III of Emerald Plantation.

Map #350 Parcel #16

Summary Recommendation
Denial, providing adequate infrastructure to dispose of reuse water will be critical to manage the growth Effingham County is experiencing.

Executive Summary
Pursuant to Chapter 75 Utilities, Article II. Water and Sewer User Charges, Section 75-55 Reuse Water Lines: All new developments (defined as major subdivisions, commercial or industrial projects) proposed to be served by public or private sewage services shall install purple pipe reuse lines within the development. Emerald Plantation Phase II will be served by county water and individual septic systems. Chapter 75 Utilities, Article I. In General, Section 75-1, Required Connection to Water, Sewer and Water Reuse Lines: Major subdivisions, as defined in the subdivision regulations, commercial or industrial developments shall be required to connect to county water, sewer, and reuse water lines if such lines are located within 1,000 feet of the property line. Currently there is no plan or CIP that includes a project to extend the reuse lines to the proposed subdivision; however, this could change in the future. During site development plan review process, county engineers (EOM) directed applicant to include reuse water line infrastructure per the ordinance. There is currently no reuse water line infrastructure on Bluejay Road within 1,000’ of Emerald Plantation.

Background
At the Planning Board meeting, Juanita Golden made a motion to deny the variance to waive the requirement to install reuse water lines in Phase III of Emerald Plantation. The motion failed due to no second. Peter Higgins made a motion to approve the variance request. Alan Zipperer seconded the motion. The motion carried with affirmative votes from Burns, Higgins, Smith and Zipperer. Golden opposed the motion.

Alternatives
Recommended Alternative: Denial, providing adequate infrastructure to dispose of reuse water will be critical to manage the growth Effingham County is experiencing.

Other Alternatives
Approve the variance to waive the requirement to install reuse water lines in Phase III of Emerald Plantation.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

ATTACHMENT:
Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 350-16
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 350-16
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, SOUTH GEORGIA CUSTOM HOMES, has filed an application for a variance to waive the requirement to install reuse water lines in Phase III of Emerald Plantation; map and parcel number 350-16, located in the 1st commissioner district; and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on 1/29/2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT a variance to waive the requirement to install reuse water lines in Phase III of Emerald Plantation; Map and Parcel number 350-16, located in the 1st commissioner district is approved.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ______________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: ______________________________
FIRST/SECOND READING: _____________

___________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (First District)
Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: ZC Timer, LLC requests to rezone 20± acres of a 49.26-acre parcel on Blue Jay Road from AR-1 to I-1, for timber harvesting and mining. Map #351 Parcel #6

Summary Recommendation
Approval with the following stipulations:
1. The lot shall meet the requirements of the I-1 zoning district.
2. The lot shall meet the requirements of Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands.
3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts shall be permitted by USACE.
5. The subdivision plat must be approved by the zoning office and health department.
6. A copy of the state mining permit shall be submitted to the zoning administrator prior to work commencing mining operations.
7. The days and hours of operation shall be during daylight hours, Monday through Saturday.
8. The applicant shall notify the Zoning Administrator at the time of final reclamation of the borrow pit and close-out of this mining operation, and upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner.
9. Recombination plat shall be submitted to the County, and the applicant will rezone the property to AR-1.

Executive Summary
Pursuant to Appendix C, Article III, Section 3.17.3 of the County’s Code of Ordinances, excavation activity that requires a state mining permit must be located within the I-1 zoning district. The surrounding acreage is zoned AR-1, with subdivisions zoned R-1, and land zoned PD nearby. The property access is via a power line easement off Bluejay Road. The power line easement also contains a natural gas easement.

Background
At the Planning Board meeting, Juanita Golden made a motion to approve the rezoning of 20± acres of a 49.26 acre parcel from AR-1 to I-1, for timber harvesting and mining with staff stipulations. Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Approve the request to rezone 20± acres of a 49.26 acre parcel on Blue Jay Road from AR-1 to I-1, for timber harvesting and mining with recommended stipulations.

Other Alternatives
Deny the request to rezone 20± acres of a 49.26 acre parcel on Blue Jay Road from AR-1 to I-1, for timber harvesting and mining.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department
FUNDING: N/A

Attachments:
1. Rezoning checklist
2. Rezoning application
3. Ownership certificate
4. Deed
5. Plat
6. Sketch
7. Aerial photograph
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant: ZC Timber LLC (Zach Conaway)

Property owner(s): ZC Timber LLC

Telephone Number: (912) 681-0035

Email Address: conaway.z@yahoo.com

Mailing Address: 183 S. EFFINGHAM PLANTATION DR. GUYTON GA 31312

Property location: Blue Jay Rd.

Present zoning: AR-1

Proposed zoning: Industrial; I-1

Present land-use: Agriculture, Horticulture

Proposed land-use: Mining

Tax Map #: 351 Parcel #: 006 Lot #: ______

Total Acres: 49.26 Acres to be rezoned: +/- 20

Lot characteristics: Clear cut

Water: ___________________________ Sewer: ___________________________

Proposed access: Powerline

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

+/- 30 year-old plantation pine

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.

Vote +/- 20 acres, grow trees on farm land, rest

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

Tree farms, mining

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?

Land will be used just as nearby properties are being used... for growing trees & mining

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 5/23/2019, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2525 page 461.

Owner’s signature

Owner’s signature

Owner’s signature

02/13/2020 02/18/2020
STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE made this 23rd day of May, 2019, between Kerry Wayne Conaway of the County of Chatham and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and ZC Timber, LLC, a Georgia limited liability company, 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 NO/100 DOLLARS ($10.00) 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 those certain tracts or parcels of land, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing a total acreage of 49.255 acres, more or less, and consisting of three (3) adjoining tracts of land having the Parcel Number of 03510006, which are more particularly described as follows:

All that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing 20.11 acres, more or less, as shown on a plat prepared by Warren E. Poythress, R.L.S., dated March 16, 1999, recorded in Plat Book 34, Page 193, in the office of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description, reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

AND ALSO:
All that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing 43.19 acres, more or less, and being known and designated as Tract #3, Parcel "A", as shown on that certain map or plat prepared by Earl F. Floyd., dated May 10, 1982, recorded in Plat Book 13, Page 178, in the office of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description, reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

AND ALSO:
All that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing 5.13 acres, more or less, and being known and designated as Tract #3, Parcel "B", as shown on that certain map or plat prepared by Earl F. Floyd., dated May 10, 1982, recorded in Plat Book 13, Page 178, in the office of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description, reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

The above three (3) tracts of land being the same property conveyed by Kerry Wayne Conaway, as Executor of the Estate of Doy Eustace Conaway, deceased, to Kerry Wayne Conaway, by Executor’s Assent to Devise dated December 2, 2015, and recorded in Deed Book 2322, Page 622, aforesaid records.
LESS AND EXCEPT:
All that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing 19.175 acres, more or less, as shown on that certain map or plat prepared by Jeffrey Wayne Mock, R.L.S. 2992, dated March 7, 2017, and recorded in Plat Book 28, Page 58, in the office of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description, reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

This the same property conveyed by Kerry Wayne Conaway to Andrew Michael Allgo by Warranty Deed dated December 19, 2016, and recorded in Deed Book 2382, Page 21, aforesaid records.

TOGETHER WITH AND SUBJECT TO non-exclusive rights in and to that certain 60 foot wide non-exclusive Perpetual Easement as shown on plat recorded in Plat Cabinet D, Slide 187-F1, described in that certain easement agreement dated December 8, 2016 between William W. Conaway, Harold H. Porter, Jr., Craig T. Conaway and Lori J. Conaway, their successors and/or assigns and Kerry Wayne Conaway, his successors and/or assigns, said easement agreement being recorded in Deed Book 2382, page 17, aforesaid records.

RESERVING, HOWEVER, to Kerry Wayne Conaway, his successors and/or assigns, through the above described property and extending south along the northeastern boundary of the above described property, a 60 foot perpetual easement for purposes of ingress and egress and location of until to and for the benefit of other remaining property of Kerry Wayne Conaway, his successors and/or assigns, laying east of the above described tract, said 60 foot wide easement being located south of the mutual boundary line between the northeastern boundary of the above described tract and the southeastern boundary of lands, now or formerly, of William Conaway and Carol Conaway, as shown on the above referenced plat, and extending 60 feet in width from the intersection of the westernmost boundary line of the 60 foot easement shown on above described plat, through the above described property and extending eastwardly, 60 feet in width, along the said mutual boundary line being the southern property line of lands, now or formerly, of William and Carol Conaway and the northern line of the above described property to the western property line of adjacent property, now or formerly, of Kerry Wayne Conaway, said easement being for the benefit of said adjacent and remaining property, now or formerly, of Kerry Wayne Conaway, his successors and/or assigns, lying west of the property herein conveyed and above described.

This Deed is given subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, together 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 by, through and under the above named grantor.

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

Signed, sealed and delivered in presence of:

[Signature]

Kerry Wayne Conaway

(SEAL)

Non-Notarial Witness

[Signature]

Notary Public
My Commission Expires: 5-10-21

02/13/2020
December 16, 2019

Effingham County Zoning Board
Springfield, GA 31329

Re: ZC Timber LLC c/o Zach Conaway
   Blue Jay Road
   Pin #351-006
   Total Acres: 49.26 Acres to be rezoned: 20.00

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 I-1. This parcel will not be serviced by on-site sewage systems. Final approval is given to the above referenced tract of land.

If there are any questions, please do not hesitate to call.

Sincerely,

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
NOTE: This sketch represents an approximation of the wetland limits and has not been surveyed or field verified by the U.S. Army Corps of Engineers. RLC recommends that the delineated wetland boundaries be surveyed and verified prior to initiating land disturbing activities on site.
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 (ZC Timber, LLC - Map# 351-6) from AR-1 to I-1 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – January 27, 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 *(ZC Timber, LLC - Map# 351-6)* from **AR-1** to **I-1** zoning.

Yes ☑ No ☐ 1. Is this proposal inconsistent with the county’s master plan?

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

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

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

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

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

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

Yes ☑ No ☐ 8. Do other conditions affect the property so as to support a decision against the proposal?
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 (ZC Timber, LLC - Map# 351-6) from AR-1 to L-1 zoning.

Yes ☐ No ☑ 1. Is this proposal inconsistent with the county’s master plan?

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

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

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

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

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

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

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

[Signature]
1/27/2020

Planning Board Meeting – January 27, 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 (ZC Timber, LLC - Map# 351-6) from AR-1 to I-1 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – January 27, 2020

02/13/2020  Page 13 of 15
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 (ZC Timber, LLC - Map# 351-6) from AR-1 to I-1 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 27, 2020
Staff Report

Subject: Rezoning (First District)

2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator

Department: Development Services – Planning & Zoning

Meeting Date: February 18, 2020

Item Description: ZC Timer, LLC requests to rezone 20± acres of a 49.26-acre parcel on Blue Jay Road from AR-1 to I-1, for timber harvesting and mining.

Map #351 Parcel #6

Summary Recommendation

Approval with the following stipulations:

1. The lot shall meet the requirements of the I-1 zoning district.
2. The lot shall meet the requirements of Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands.
3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts shall be permitted by USACE.
5. The subdivision plat must be approved by the zoning office and health department.
6. A copy of the state mining permit shall be submitted to the zoning administrator prior to work commencing mining operations.
7. The days and hours of operation shall be during daylight hours, Monday through Saturday.
8. The applicant shall notify the Zoning Administrator at the time of final reclamation of the borrow pit and close-out of this mining operation, and upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner.
9. Recombination plat shall be submitted to the County, and the applicant will rezone the property to AR-1.

Executive Summary

Pursuant to Appendix C, Article III, Section 3.17.3 of the County’s Code of Ordinances, excavation activity that requires a state mining permit must be located within the I-1 zoning district.

The surrounding acreage is zoned AR-1, with subdivisions zoned R-1, and land zoned PD nearby. The property access is via a power line easement off Bluejay Road. The power line easement also contains a natural gas easement.

Background

At the Planning Board meeting, Juanita Golden made a motion to approve the rezoning of 20± acres of a 49.26 acre parcel from AR-1 to I-1, for timber harvesting and mining with staff stipulations. Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives

Recommended Alternative: Approve the request to rezone 20± acres of a 49.26 acre parcel on Blue Jay Road from AR-1 to I-1, for timber harvesting and mining with recommended stipulations.
Other Alternatives
Deny the request to rezone 20± acres of a 49.26 acre parcel on Blue Jay Road from AR-1 to I-1, for timber harvesting and mining.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

ATTACHMENT:
Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 351-6
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 351-6
AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, ZC TIMBER, LLC. have filed an application to rezone twenty (20.00) +/- acres; from AR-1 to I-1 for timber harvesting and mining; map and parcel number 351-6, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on January 29, 2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT twenty (20.00) +/- acres; map and parcel number 351-6, located in the 1st commissioner district is rezoned from AR-1 to I-1 for timber harvesting and mining with the following stipulations:

1. The lot shall meet the requirements of the I-1 zoning district.
2. The lot shall meet the requirements of Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands.
3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts shall be permitted by USACE.
5. The subdivision plat must be approved by the zoning office and health department.
6. A copy of the state mining permit shall be submitted to the zoning administrator prior to work commencing mining operations.
7. The days and hours of operation shall be during daylight hours, Monday through Saturday.
8. The applicant shall notify the Zoning Administrator at the time of final reclamation of the borrow pit and close-out of this mining operation, and upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner.
9. Recombination plat shall be submitted to the County, and the applicant will rezone the property to AR-1.

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

This ______ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ______________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: _____________

STEPHANIE JOHNSON
COUNTY CLERK

02/13/2020
Staff Report

Subject: Rezoning (First District)
Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: Christy McGrath requests to rezone 2.51 acres at 240 Ranch Road from AR-1 to AR-2 to split the parcel for a new home site. Map #378A Parcel #26

Summary Recommendation
Approval the request to rezone 2.51 acres at 240 Ranch Road from AR-1 to AR-2 to split the parcel for a new home site with the following stipulations:

1. The lots must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Executive Summary
The applicant wishes to divide 1.3 acres from the 2.51 acres for a home site, and therefore must rezone both parcels to AR-2. The applicant’s brother occupies the existing home and the applicant will be placing a mobile home for her dwelling on the 1.3-acre rear parcel. 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.

Background
At the Planning Board meeting, Juanita Golden made a motion to approve the rezoning of 2.51 acres at 240 Ranch Road from AR-1 to AR-2 to split the parcel for a new home site with the following stipulations:

1. The lots must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.
Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Approval the request to rezone 2.51 acres at 240 Ranch Road from AR-1 to AR-2 to split the parcel for a new home site with the following stipulations:

1. The lots must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Other Alternatives
Deny the request to rezone 2.51 acres at 240 Ranch Road from AR-1 to AR-2 to split the parcel for a new home site.
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

**FUNDING:** N/A

**Attachments:**
1. Rezoning checklist
2. Rezoning application
3. Ownership certificate
4. Deed
5. Plat
6. Sketch
7. Aerial photograph
# EFFINGHAM COUNTY REZONING AMENDMENT FORMS

<table>
<thead>
<tr>
<th>Applicant</th>
<th>CHRISTY M. McGRATH</th>
<th>DATE</th>
<th>12/27/19</th>
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<tbody>
<tr>
<td>Property owner(s)</td>
<td>CHRISTY M. McGRATH</td>
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<td>Telephone Number</td>
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<tr>
<td>Mailing Address</td>
<td>240 RANCH ROAD BLOOMINGDALE GA</td>
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<td>Property location</td>
<td>SAME</td>
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<td>Present zoning</td>
<td>AR-1</td>
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<td>Proposed zoning</td>
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<td>Present land-use</td>
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<td>Proposed land-use</td>
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<td>Lot #</td>
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<td>Lot characteristics</td>
<td>EXISTING BRICK HOME</td>
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<tr>
<td>Water</td>
<td>WEL</td>
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<tr>
<td>Sewer</td>
<td>SEPTIC</td>
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<td>Proposed access</td>
<td>FOUNDATION</td>
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<tr>
<td>Justification</td>
<td>SPARING LOT FOR SINGLEWIDE</td>
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<td>List the zoning of the other property in the vicinity of the property you wish to rezone:</td>
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<tr>
<td>North</td>
<td>AR-1</td>
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<tr>
<td>South</td>
<td>AR-1</td>
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<tr>
<td>East</td>
<td>AR-1</td>
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</tr>
<tr>
<td>West</td>
<td>AR-1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1. Describe the current use of the property you wish to rezone.

   RESIDENTIAL

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

   RESIDENTIAL

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

   RESIDENTIAL

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

   RESIDENTIAL

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

   FAMILY SECURING LAND TO ALLOW LANDOWNER TO PLACE SINGLE WIDE BEHIND CURRENT HOME BROTHER IS OCCUPYING

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


Owner's signature

Owner's signature

Owner's signature
Prepared by: Judy Stegins Criswell  
240 Ranch Road  
Bloomingdale, Ga 31302

Return to: Christy Marie McGrath  
3346 US Highway 80 Lot 10  
Bloomingdale, Ga 31302

GIFT DEED

THIS DEED, made this 28th day of January , in the year 2019 , by the grantor, Judy Stegins Criswell  
240 Ranch Road  
Bloomingdale, Ga 31302

to the grantee, Christy Marie McGrath  
3346 US Highway 80 Lot 10  
Bloomingdale, Ga 31302

WITNESSETH, that for no consideration and as a gift only, the grantor does hereby grant, convey, and confirm unto the grantee the following real property located in the County of Effingham , State of Georgia, legally described as follows:

ALL that certain lot or parcel of land situate, lying and being in the 1559th G.M. District, Effingham County, Georgia, and being Lot 26 of Lakeside Farms Subdivision (formerly known as Zeigler Farms), a subdivision of a portion of the George W. Zeigler property located near Faulkville, as shown on a map or plat of said subdivision by Sewell & Associates, Inc. And commonly known as: 240 Ranch Road, Bloomingdale, Ga 31302— Parcel ID:

Source of title:
Being the same property recorded in Plat Record Book 4, page 71, office of the Clerk Superior Court, Effingham County, Georgia.
THIS CONVEYANCE is made subject to:
All easements, restrictions, and rights of way appearing of record or enforceable in law and
equity, and general property taxes for the year 2019 and thereafter.

TO HAVE AND TO HOLD the same 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.

IN WITNESS WHEREOF, the grantor has signed and sealed these presents on the date first above
written.

Signed, sealed, and delivered in the presence of:

[Signature]

[Print Name / Capacity]

[Signature]

[Print Name / Capacity]

Witness:

[Signature]

[Print Name]

Construe all terms with the appropriate gender and quantity required by the sense of this deed.

STATE OF

COUNTY OF

On this 29 day of January, 2019, before me, the undersigned, a Notary Public in and for
said state, personally appeared the above named Judy Sue Criswell and

[Signature]

[Print Name]

and acknowledged that signed the foregoing instrument as free act and deed.

Witness my hand and official seal.

[Signature]

[Print Name]

My commission expires: 12/10/21

Deeds.com Uniform Conveyancing Blanks
Exhibit A

ALL that certain lot or parcel of land situate, lying and being in the 1559th G.M. District, Effingham County, Georgia, and being Lot 26 of Lakeside Farms Subdivision (formerly known as Zeigler Farms), a subdivision of a portion of the George W. Zeigler property located near Faulkville, as shown on a map or plat of said subdivision by Sewell & Associates, Inc., dated December 12, 1967, recorded in Plat Record Book 4, page 71, office of the Clerk of Superior Court, Effingham County, Georgia.

This being the same property conveyed by deed from Robert Edgar Stegins to Susie H. Yawn, dated August 15, 1978 and recorded in the said Clerk's office in Deed Book 186, page 76.
# Level 3 Report

**BEST, Inc.**

Bradshaw Environmental Soil Technology, Inc.
P. O. Box 88, Rincon, Georgia 31326

<table>
<thead>
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<th>County: Effingham</th>
<th>Date: October 29, 2019</th>
<th>Pin No:</th>
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<tbody>
<tr>
<td>Owner: Christy McGrath</td>
<td>Phone No: 876-2215</td>
<td></td>
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<tr>
<td>Mailing Address: Hinesville Home Center, 4224 West Oglethorpe Highway, Hinesville, Georgia 31313</td>
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<tr>
<td>Site Location Address: 240 Ranch Road</td>
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<td>Subdivision:</td>
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<td>Map Scale: 1 Inch = 100 feet</td>
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## SOIL PROPERTIES

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<th>SOIL SERIES</th>
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<th>Seasonal High Water Table from existing surface (Inches)</th>
<th>Absorption Rate at Recommended Trench Depth (minutes/Inch)</th>
<th>Recommended Trench Depth from existing surface (Inches)</th>
<th>Suitability Code</th>
<th>Topsoil thickness (Inches)</th>
<th></th>
<th>Recommended Height of Mound based on trench depth of</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuquay</td>
<td>0</td>
<td>48</td>
<td>30</td>
<td>24</td>
<td>A</td>
<td>6</td>
<td></td>
<td>18 inches 24 inches</td>
</tr>
<tr>
<td>Stilson</td>
<td>0</td>
<td>36</td>
<td>30</td>
<td>12</td>
<td>C</td>
<td>6</td>
<td></td>
<td>6 12</td>
</tr>
</tbody>
</table>

## SUITABILITY CODE

**A** - These soils are suitable for installation of on-site systems with proper system design, installation and maintenance.

**C** - Because of flooding, shallow seasonal water tables, soil horizons with very slow percolation rate, perched water tables, or imperfect drainage, these soils are not suitable for installation of a conventional on-site system without site modifications, special designs or installation. Non-conventional systems and installation must be approved by the local Environmental Health Specialist.

**F** - Because of soil limitations, these soils are unsuitable for installation of an on-site system.

**J** - These soils commonly have percolation rates that are too slow for installation of a conventional on-site system without special design or installation. Non-conventional system design and installation must be approved by the local Environmental Health Specialist.

---

The attached soil map will have delineated jurisdictional wetlands or approximate wetlands shown in areas soil mapped for onsite sewage treatment systems. There will be a 50 foot set back from the wetlands line shown.

### Site Specific Notes:
Make sure the proposed adsorption field area is protected during construction of the home and is not allowed to become a storage area for fill dirt, or used for trash pits. Keep heavy equipment from parking or driving on the adsorption field area. Do not install adsorption fields during wet or rainy periods. Do manage surface water away from drain fields with gutters and swells.

### Disclaimer:
Recommendations are site specific and if not followed will void this report. All recommendations are based on the original undisturbed soil unless otherwise stated. If the site is disturbed from cutting or filling after date of site visit, this report is null and void. Your local Department of Community Health holds full authority in the permitting of on-site disposal systems and may view the soil conditions differently then the Soil Classifier and will have the final say in their county.

**SIGNED:**

---

02/13/2020
EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ______ DISAPPROVAL ______

Of the rezoning request by applicant (Christy McGrath - Map# 378A-26) 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?

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Planning Board Meeting – January 27, 2020
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Staff Report

Subject: Rezoning (First District)

2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator

Department Development Services – Planning & Zoning

Meeting Date: February 18, 2020

Item Description: Christy McGrath requests to rezone 2.51 acres at 240 Ranch Road from AR-1 to AR-2 to split the parcel for a new home site.

Map #378A Parcel #26

Summary Recommendation

Approval the request to rezone 2.51 acres at 240 Ranch Road from AR-1 to AR-2 to split the parcel for a new home site with the following stipulations:

1. The lots must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Executive Summary

The applicant wishes to divide 1.3 acres from the 2.51 acres for a home site, and therefore must rezone both parcels to AR-2. The applicant’s brother occupies the existing home and the applicant will be placing a mobile home for her dwelling on the 1.3-acre rear parcel. 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.

Background

At the Planning Board meeting, Juanita Golden made a motion to approve the rezoning of 2.51 acres at 240 Ranch Road from AR-1 to AR-2 to split the parcel for a new home site with the following stipulations:

1. The lots must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Brad Smith seconded the motion. The motion carried unanimously.

Alternatives

Recommended Alternative: Approval the request to rezone 2.51 acres at 240 Ranch Road from AR-1 to AR-2 to split the parcel for a new home site with the following stipulations:

1. The lots must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.
Other Alternatives
Deny the request to rezone 2.51 acres at 240 Ranch Road from AR-1 to AR-2 to split the parcel for a new home site.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

ATTACHMENT: Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 378A-26
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 378A-26

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, CHRISTY MCGRATH, have filed an application to rezone two and fifty-one hundredths (2.51) +/- acres; from AR-1 to AR-2 to split the parcel for a new home site; map and parcel number 378A-26, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on January 29, 2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT two and fifty-one hundredths (2.51) +/- acres; map and parcel number 378A-26, located in the 1st commissioner district is rezoned from AR-1 to AR-2 to split the parcel for a new home site with the following stipulations:

1. The lots must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: WESLEY CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: _____________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Second District)
Author: Diane Proudfoot, Zoning Administrator
Department Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: Kathy Dillard requests to rezone 1-acre of a 6.65-acre parcel at 341 Otis Seckinger Road from AR-1 to AR-2 to allow for a home site. Map #415 Parcel #28

Summary Recommendation
Approve request to rezone 1-acre of a 6.65-acre parcel from AR-1 to AR-2 to allow for a home site with the following stipulations:
1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Executive Summary
The applicant wishes to subdivide 1 acre for a home site, and therefore must rezone to AR-2. The property will be served by private well and septic, and will be accessed by a 60’ easement. 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.

Background
At the Planning Board meeting, Juanita Golden made a motion to approve rezoning 1-acre of a 6.65 acre parcel from AR-1 to AR-2 to allow for a home site with the following stipulations:
1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.
Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Approve rezoning 1-acre of a 6.65-acre parcel from AR-1 to AR-2 to allow for a home site with the following stipulations:
1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Other Alternatives
Deny the request to rezone 1-acre of a 6.65-acre parcel from AR-1 to AR-2 to allow for a home site.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department
Attachments:
   1. Rezoning checklist
   2. Rezoning application
   3. Ownership certificate
   4. Deed
   5. Plat
   6. Sketch
   7. Aerial photograph
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant: Kathy Dillard

DATE: 12-11-19

Applicant email address: kdillard@effinghamcounty.org

Phone # 912-293-7411

Property owner(s): Fredric & Mildred McRae

email

Telephone Number (912) 653-8042

Mailing Address: 341 Otis Seckinger Rd, Rincon, GA 31326

Property location: 333 Otis Seckinger Rd, Rincon, GA 31326

Present zoning: AR1

Proposed zoning: AR2

Present land-use: Cleared / Unused

Proposed land-use: Selling 1 Acre Lot for Residential Use

Tax Map #: Parcel # 041S008 Lot # B19

Total Acres: 0.5 Acres to be rezoned 1

Lot characteristics: Cleared

Water: A19

Sewer: A19

Proposed access: Existing & New easement

Justification: Selling 1 Acre Lot

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

North: AR2

South: AR1

East: AR1

West: AR1

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

    Square 1 here cleared tract of land.  

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

    No  

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

    Selling 1 acre tract to neighbor for residential use. (Elderly mother needs to be closer for care.)  

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

    Private Residential  

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

    Will be a private Residential tract of land.  

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, single elderly female to occupy single wide mobile home purchased.
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 6-8-1988, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 255 page 515.

Owner’s signature: [Signature]

Owner’s signature: [Signature]

Owner’s signature: [Signature]

3
STATE OF GEORGIA  
COUNTY OF EFFINGHAM  

DEED OF GIFT

THIS INDENTURE, made the 7th day of J une, 1988, by and between FREDERICK L. R CRAE as GRANTOR of Effingham County, Georgia; and MILDRED D. McRAE as GRANTEE of Effingham County, Georgia;

WITNESSETH:

That the GRANTOR, for and in consideration of the natural love and affection he has for his wife, the said GRANTEE, 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, her heirs and assigns, AN UNDIVIDED ONE-HALF (1/2) INTEREST IN the following described property, to wit:

All that certain lot, tract or parcel of land situate, lying and being in the 5th G.M. District, Effingham County, Georgia, containing Two (2) acres, more or less, being more particularly described on a plat by Paul D. Wilder, R.L.S. No 1559, dated June 3, 1988, recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Record Book 22, page 40, said plat being specifically incorporated herein as part of this description.

This being a portion of that property conveyed from Valdee T. Nease to Frederick L. McRae as evidenced by that certain Warranty Deed dated December 3, 1986, recorded in Deed Book 239, page 475, aforesaid records.

TO HAVE AND TO HOLD the said described property, with all and singular its rights, members and appurtenances, unto the said GRANTEE, her heirs and assigns, in FEESIMPLE FOREVER.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and seal on the day and year first above written.

FREDERICK L. McRAE  (SEAL)

[Signature]

Witnesses:

[Signature]

NOTARY PUBLIC
DAYS NOTARIZED 6-7-88

Clerk of Superior Court

02/13/2020
January 3, 2020

Effingham County Zoning Board
Springfield, GA 31329

Re: Kathy Dilliard
383 Otis Seekinger Road, Rincon GA 31326
Pin #415-28
Total Acres: 6.65 Acres to be rezoned: 1.0

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. Preliminary approval is given to the above referenced tract of land with the following requirements:

1. Level III soils overlay on the final plat with Soil Suitability Description

If there are any questions, please do not hesitate to call.

Sincerely,

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

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Planning Board Meeting – January 27, 2020

1/27/2020
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Yes No 7. Are nearby residents opposed to the proposed zoning change?

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

Planning Board Meeting – January 27, 2020

DB 1/27/20
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>DISAPPROVAL</th>
</tr>
</thead>
</table>

Of the rezoning request by applicant (Kathy Dillard - Map# 415-28) 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: Rezoning (Second District)

2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator

Department: Development Services – Planning & Zoning

Meeting Date: February 18, 2020

Item Description: Kathy Dillard requests to rezone 1-acre of a 6.65-acre parcel at 341 Otis Seckinger Road from AR-1 to AR-2 to allow for a home site.

Map #415 Parcel #28

Summary Recommendation
Approve request to rezone 1-acre of a 6.65-acre parcel from AR-1 to AR-2 to allow for a home site with the following stipulations:

1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Executive Summary
The applicant wishes to subdivide 1 acre for a home site, and therefore must rezone to AR-2. The property will be served by private well and septic, and will be accessed by a 60’ easement. 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.

Background
At the Planning Board meeting, Juanita Golden made a motion to approve rezoning 1-acre of a 6.65 acre parcel from AR-1 to AR-2 to allow for a home site with the following stipulations:

1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Approve rezoning 1-acre of a 6.65-acre parcel from AR-1 to AR-2 to allow for a home site with the following stipulations:

1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.
Other Alternatives
Deny the request to rezone 1-acre of a 6.65-acre parcel from AR-1 to AR-2 to allow for a home site.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

ATTACHMENT:
Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 415-28
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 415-28
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, KATHY DILLARD, have filed an application to rezone one (1.00) +/- acres; from AR-1 to AR-2 to split the parcel for a home site; map and parcel number 415-28, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on January 29, 2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT one (1.00) +/- acres; map and parcel number 415-28, located in the 2nd commissioner district is rezoned from AR-1 to AR-2 to split the parcel for a home site with the following stipulations:

1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

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

This _____ day of _______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: WESLEY CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: ______________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Second District)
Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: Rhett Roscinski requests to rezone 10.12 acres at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business. Map #416 Parcel #3

Summary Recommendation
Denial, as the property was developed for residential uses appropriate for the AR-1 zoning district. Those uses are prohibited in B-3. The rezoning application states that the present use is “Residence with Auxiliary Building”. No site development plans or proposal to reconstruct the auxiliary building for commercial use have been submitted.

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. This property contains a mobile home for residential use (building permit #201801262), and an accessory building for personal use (building permit #201801463). The buildings are served by a private well and septic system. All surrounding and adjacent property is zoned AR-1 or AR-2. Pursuant to Section 5.11.3, residential uses, including mobile homes, are prohibited in the B-3 zoning district.

Background
At the Planning Board meeting, Alan Zipperer made a motion to deny the request to rezone 10.12 acres at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business. Peter Higgins seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Deny the request to rezone 10.12 acres at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business.

Other Alternatives
Deny the request to rezone 10.12 acres at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

Attachments:
1. Rezoning checklist
2. Rezoning application
3. Ownership certificate
4. Deed
5. Plat
6. Sketch
7. Aerial photograph
**ATTACHMENT A**

**EFFINGHAM COUNTY REZONING AMENDMENT FORMS**

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
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<tbody>
<tr>
<td>Applicant</td>
<td>Rhett Roscinski</td>
</tr>
<tr>
<td>Property owner(s)</td>
<td>Rhett Roscinski, Mitch Tallant</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>(912) 318-5284</td>
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<tr>
<td>Mailing Address</td>
<td>534 Hedgeville Rd, Guyton GA 31312</td>
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<td>Property location</td>
<td>430 Hedgeville Rd, Guyton GA 31312</td>
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<tr>
<td>Present zoning</td>
<td>AR-1</td>
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<td>Proposed zoning</td>
<td>B-3 Commercial</td>
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<td>Present land-use</td>
<td>Residence with Auxiliary Building</td>
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<td>Proposed land-use</td>
<td>Diesel Repair Shop</td>
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<td>Tax Map #</td>
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<td>Parcel #</td>
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<td>Lot #</td>
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<tr>
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<tr>
<td>Acres to be rezoned</td>
<td>10.12</td>
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<td>Water</td>
<td>Private existing</td>
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<td>Sewer</td>
<td>Private existing</td>
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<td>Proposed access</td>
<td>Existing access Or Proposed New Access waived</td>
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<tr>
<td>Justification</td>
<td>Rezoning required due to Business Not meeting requirements for Rural Business</td>
</tr>
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<td>List the zoning of the other property in the vicinity of the property you wish to rezone: North</td>
<td>AR-1 I-1 South AR-1</td>
</tr>
<tr>
<td>East</td>
<td>AR-2 I-1 West AR-1</td>
</tr>
</tbody>
</table>

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

   See attachment D 5 pages

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

   See attachment E 1 page

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

   See attachment F 9 pages

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

   See attachment G 16 pages

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?

   See attachment H 2 pages

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?

   See attachment I 3 pages
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 10-4-2016, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 28 page 289.

Owner’s signature

Owner’s signature

Owner’s signature
STATE OF GEORGIA

THIS INDENTURE, Made the 4th day of October, 2016, between JAMES B. CANNON of the FIRST PART, and RHETT J. ROSCINSKI and MITCHELL A. TALLANT 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 tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing Seven and Nine-Tenths (7.9) acres, more or less, and consisting of Tract "A" containing 5.72 acres and Tract "B" containing 2.18 acres. Said lands as a whole being bounded on the East-Northeast by lands of Robert J. Renfro; on the East by lands of James B. Cannon and by lands known as Lot 1; on the South by lands of James B. Cannon; on the West by lands of Howard and Laura Hodges and on the West-Northwest by lands of Elaina A. Zeigler.

Express reference is hereby made to the plat of said lands made by William M. Gilsson, R.L.S. #3316, dated September 27, 2016 and surveyed September 22, 2016 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet D, Slide 180-C-2 for better determining the metes and bounds of said lands herein conveyed.

ALSO included is a perpetual non-exclusive right-of-way easement over and across the 60-foot wide existing easement shown on said plat which extends from the Hodgeville County Road No. 140 in a Southwesterly direction to a point where it intersects the lands above described.

ALSO, SUBJECT to said easement which continues on across the Westerly boundary line of said lands above described which is also a perpetual non-exclusive easement.

Said easement being for the purposes of ingress and egress and for utility purposes.

Both of the above easements being recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 842, Page 375 and Deed Book 842, Page 376.

SUBJECT, ALSO, to the easements to Savannah Electric and Power Company recorded in Deed Book 156, Page 318 and Deed Book 386, Page 291 and the Easements to Effingham County recorded in Deed Book 164, Page 600 and Deed Book 309, Page 441.

SUBJECT, to restrictive covenants and easements of record.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereunto belonging or in any wise appertaining unto SECOND PARTIES, their heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANT OF TITLE to said property against the claims of all persons whomsoever.

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

[Seal]

JAMES B. CANNON

Signed, sealed and delivered in the presence of:

[Seal]

Unofficial Witness

[Seal] Official Witness - Notary Public

02/13/2020
STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 25th day of April, 2018, between JAMES B. CANNON of the FIRST PART, and RHETT J. ROSCINSKI and MITCHELL A. TALLANT 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 tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing Two and Twenty-Two Hundredths (2.22) acres, more or less, and being designated as Tract “C” as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the Northwest by Tract “B”, which is owned by Rhett J. Roscinski and Mitchell A. Tallant; on the Northeast by lands of James B. Cannon; on the Southeast by lands of James B. Cannon, and on the Southwest by lands of Howard and Linda Hodges.

Express reference is hereby made to the plat of said lands made by William Mark Clisson, R.L.S. #3316, dated February 22, 2018 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 28, Page 289 for better determining the metes and bounds of said lands herein conveyed.

Also conveyed is right of access to the 60-foot wide access easement shown running across the Southwesterly boundary line of Tract “B”.

SUBJECT, to restrictive covenants and easements of record.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereunto belonging or in any wise appertaining unto SECOND PARTIES, their heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

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

[Signature]
JAMES B. CANNON (SEAL)

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Official Witness - Notary Public

DENMOND EXLEY
Notary Public, Effingham County, Georgia
My Commission Expires October 5, 2021
For and in consideration of the sum of $1.00 the undersigned, JAMES B. CANNON, does hereby convey unto CURTIS D. ZEIGLER and ELAINA A. ZEIGLER the non-exclusive right of way for ingress and egress for a road and utility purposes over and across that certain Sixty (60) foot wide access easement shown running across the Northwesterly boundary line of a certain 5.71 acre tract of land conveyed by deed from WILLIAM C. ROGERS to JAMES B. CANNON dated March 7, 2002 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Deed Book 807, Page 143.

To have and hold the said easement unto the said CURTIS D. ZEIGLER and ELAINA A. ZEIGLER their successors, heirs and assigns in perpetuity.

In witness whereof, JAMES B. CANNON has hereunto set his hand, affixed his seal and delivered these presents this 19th day of June, 2002.

[Signature]
JAMES B. CANNON

Signed, sealed and delivered in the presence of:

[Signature]
Deborah Edwards
Witness

[Stamp]
Notary Public

02/13/2020
For and in consideration of the sum of $1.00 the undersigned, CURTIS D. ZEIGLER and ELAINA A. ZEIGLER, do hereby convey unto JAMES B. CANNON a non-exclusive right of way easement for ingress and egress for a road and utility purposes over and across that certain Sixty (60) foot wide access easement shown on the plat thereof made by MICHAEL J. GARDNER, R.L.S. #2285, dated May 24, 1998 and recorded in the Office of the Clerk of Effingham County, Georgia, in Plat Cabinet B, Slide 26-E, express reference being made thereto for all purposes hereof. Said Sixty (60) foot wide easement extending from the Hodgeville Road known as County Road #140 in a Southerly direction and meandering over and across portions of the undersigns land and extending to the Southwesterly boundary line of Tract A as shown on said plat above referred to.

To have and hold the said easement unto the said JAMES B. CANNON, his heirs and assigns in perpetuity.

IN WITNESS WHEREOF, CURTIS D. ZEIGLER AND ELAINA A. ZEIGLER have hereunto set their hands, affixed their seals, and delivered these presents this __ day of June, 2002.

Signed, sealed and delivered in the presence of:

Curtis D. Zeigler
Elaina A. Zeigler

Unofficial Witness

Notary Public
ATTACHMENT D

Describe the current use of the property you wish to rezone

The current use of the property is a primary residence with an auxiliary building. The auxiliary building was going to partly be used for a rural business as well as personal storage and a gathering place for family and friends.
ATTACHMENT E

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

No. I am not able to use my land or building to the full potential.
No certification letter is needed.

Certificate letter is needed.

Final inspection cannot be scheduled unless the certificate letter is received before 9:00 on the day it is called in.

GEORGIA DEPARTMENT OF PUBLIC HEALTH

FOR CONSTRUCTION PERMIT AND SITE APPROVAL

For On-Site Sewage Management System

COUNTY: Effingham

PROPERTY LOCATION (ADDRESS/DIRECTIONS): 430 HODGEVILLE RD GUYTON, GA 31312

Garage/Storage Building with full bathroom.

I hereby apply for a construction permit to install an On-Site Sewage Management System and agree that the system will be installed to conform to the requirements of the rules of the Georgia Department of Public Health. Chapter 511-3-1. By my signature, I understand that final inspection is required and will notify the County Health Department upon completion of construction and before applying final cover material to the system.

PROPERTY OWNER/AUTHORIZED AGENT'S SIGNATURE: ____________________________

PROPERTY OWNERS NAME: Rhett Roscinski

PHONE NUMBER: (912) 313-5254

PROPERTY OWNERS ADDRESS: 430 HODGEVILLE RD GUYTON, GA 31312

AUTHORIZED AGENT'S NAME (IF OTHER THAN OWNER):

PHONE NUMBER:

Section A — General Information

1. REQUIRED SETBACK FROM RECEIVING BODIES (wells, lakes, streams, etc.) EVALUATED:

☐ Yes (2) No

2. WATER SUPPLY:

(1) Public (2) Private (3) Community

Gallons Per Day

6. SOL DENSITY (e.g., Ponds, Lakes, etc.):

7. SOL DENSITY (e.g., Pond, Lakes, etc.):

10. PERCOLATION RATE / HYDROMETRIC RATE:

11. REACTIVE SOL HORIZONTAL DEPTH (FEET):

12. SOL TEST PERFORMED BY:

Section B — Primary / Pretreatment

1. DISPOSAL METHOD:

Septic Tank

(1) Yes (2) No

1000

2. GARBAGE DISPOSAL:

3. SEPTIC TANK CAPACITY (GALLONS):

4. ATU Capacity:

5. DRAIN TANK CAPACITY (GALLONS):

6. GROUND TRAP CAPACITY (GALLONS):

500

Section C — Secondary Treatment

1. ABSORPTION FIELD DESIGN:

(1) Level Field (2) Serial (3) Drip (4) Bed

(5) Distribution Box (6) Mound/Zone Fill (7) Other

2. ABSORPTION FIELD POSISITON:

Conventional 12x36 gravel & pipe

3. AGGREGATE DEPTH (Inches):

4. TOTAL ABSORPTION FIELD LINEAR FEET REQUIRED:

5. DISTANCE BETWEEN ABSORPTION TRENCHES:

18 — 24

Permit

1. SITE APPROVED AS SPECIFIED ABOVE:

☐ Yes (2) No

Date: 10/01/2018

Construction Permit Number: OSC05102155

Tiffany Jackman

Environmental Health County Manager

Date: 10/01/2018

Form RE: 02/13/2020
ATTACHMENT F

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

I want to operate a small-scale diesel repair business. This business is not looking to be a retail storefront. This business is designed to be mainly by appointment only. This business will focus on the local and surrounding community. With the coming growth of Georgia Ports, Mega Rail, and the Effingham Parkway. I believe I can be a key part in supporting the local community with my services. I have a large local customer basis already. This includes T&D Enterprises, Harco Construction, Broach Construction, Heritage Construction, Rahn’s, Raya Transport, Bowen Trucking, Jones Trucking, Jessy’s Trucking, City of Rincon, Guyton Fire Dept, and several individuals. I have attached a petition showing the local support of this business.
MEGA RAIL/INLAND TERMINAL UPDATE

MEGA-RAIL PROJECT

- $128 million Mega-Rail project funded in part by a $44 million FASTLANE Grant administered by the Maritime Administration.
- Rail expansion positions Savannah to rapidly increase service to an arc of inland markets, from Atlanta to Memphis, St. Louis, Chicago and the Ohio Valley.
- Allows GPA to shift more cargo from trucks to trains, reducing highway traffic congestion.
- Construction is set to begin in 2018.
- 2020 completion will double rail lift capacity at Garden City Terminal to 1M containers per year.
- Served by Norfolk Southern and CSX.

APPALACHIAN REGIONAL PORT

In FY2017, the GPA broke ground on the Appalachian Regional Port, an inland terminal in Chatsworth, Ga.

- Expands GPA's reach into Tennessee, Northeast Alabama and parts of Kentucky.
- Will cut Atlanta truck traffic by 50,000 trips per year.
- Each container moved by the Appalachian Regional Port will offset 355 truck miles, reducing 8 million miles in the first year.
- Trucks will travel shorter distances and make less frequent trips, while still providing a vital gateway for U.S. manufacturers in global markets.

Copyright 2009-2019 Georgia Ports Authority
Please sign if you agree with the following statement in support of Rhett Roscinski operating his small diesel engine repair shop at 430 Hodgeville Road, Guyton, GA 31312.

Diesel Power Solutions, LLC is beneficial to the area to provide diesel repair services to many of the local businesses who heavily and/or solely depend on their diesel equipment functioning properly. Having a locally owned and operating diesel repair shop provides valuable support to the entire area, as Effingham county continues to see growth in the economy and households.

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<tr>
<th>#</th>
<th>Business name</th>
<th>Contact name</th>
<th>Address (city, state)</th>
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<td>Sabreina M.</td>
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<td>1160 Indigo Rd</td>
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<td>SASD</td>
<td>James Geroge</td>
<td>657 Pine St.</td>
<td>(912) 336-0906</td>
<td>J6</td>
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<td>912-667-1899</td>
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<td>W.B. Hall Co</td>
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<td>26 Mantooth</td>
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<td>Kevin Hamilton</td>
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<td>Perkins Tool Supply</td>
<td>Steve Perkins</td>
<td>1384 Hwy 50</td>
<td>912-210-0208</td>
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<td>12</td>
<td>Perkins</td>
<td>Kayla Perkins</td>
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<td>Perkins</td>
<td>Steven Wadd</td>
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<td>Ladas</td>
<td>Ricky Loose</td>
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<td>15</td>
<td>Jessie's Touch</td>
<td>Jessie Jane</td>
<td>2019 Old Hwy 50</td>
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<td>16</td>
<td>Cephos Lee</td>
<td>Cephos Lee</td>
<td>1157 Norse Rd</td>
<td>912-414-1426</td>
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<tr>
<td>17</td>
<td>David James Tracy</td>
<td>Gerald Jones</td>
<td>2019 Old Hwy 50</td>
<td>912-601-9109</td>
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<tr>
<td>18</td>
<td>Atlantic Power</td>
<td>Betsy Louven</td>
<td>201 E. Old Hwy 50</td>
<td>912-710-0983</td>
<td>Customer</td>
</tr>
</tbody>
</table>
Please sign if you agree with the following statement in support of Rhett Roscinski operating his small diesel engine repair shop at 430 Hedgeville Road, Guyton, GA 31312.

Diesel Power Solutions, LLC is beneficial to the area to provide diesel repair services to many of the local businesses who heavily and/or solely depend on their diesel equipment functioning properly. Having a locally owned and operating diesel repair shop provides valuable support to the entire area, as Effingham county continues to see growth in the economy and households.

<table>
<thead>
<tr>
<th>#</th>
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<th>Contact name</th>
<th>Address (city, state)</th>
<th>Phone</th>
<th>Please indicate vendor/customer or both</th>
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<tr>
<td>1</td>
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<td>Malcolm Smith</td>
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<tr>
<td>2</td>
<td></td>
<td>Ben Neske</td>
<td></td>
<td></td>
<td>Resident</td>
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<td>ANDREW DOTSON LLC</td>
<td>Dianne Dotson</td>
<td>133 Hedgeville, 912-346-1780</td>
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<td>Resident</td>
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<tr>
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<td>LAWN PRODUCTS</td>
<td>Dianne Dotson</td>
<td>133 Hedgeville, 912-346-1780</td>
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<td></td>
<td>Julie Jenkins</td>
<td>1345 Mercantile Dr, 912-856-1111</td>
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<tr>
<td>6</td>
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<td>Anslee Tigue</td>
<td>1677 Goshen Rd, 912-630-2380</td>
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<td>7</td>
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<td>Heath Chambers</td>
<td>101 Town Park Dr, 663-346-1780</td>
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<td>8</td>
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<td>Travis Smith</td>
<td>504, 912-686-0837</td>
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<td>9</td>
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<td>Kari Sasser</td>
<td>1350 GA Hwy 80, 912-772-2300</td>
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<td>Rachel McKinney</td>
<td>12207 Bedford Rd, 912-503-8236</td>
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<td>Julie Parker</td>
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<td>Rebecca Jones</td>
<td>387 Poen, 912-723-498451</td>
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<td>Gerald Jones</td>
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<td>Shawn Tucker</td>
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<td>Shirley Westham</td>
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<td>Lisa Priceall</td>
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<td>19</td>
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<td>Charlie Powell</td>
<td>343 Middleton Rd, 912-404-8437</td>
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<td>Victoria Mendez</td>
<td>Saddlehorn Ln, 912-747-2304</td>
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<tr>
<td>Tina Hall</td>
<td>2800 Shawnee Egypt Rd. Cuyler, GA 31027</td>
<td>912-663-5416</td>
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<tr>
<td>Woodrow Hall Jr.</td>
<td>2800 Shawnee Egypt Rd. Cuyler, GA 31027</td>
<td>912-308-4406</td>
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<tr>
<td>Betty &amp; Woodrow Hall Sr.</td>
<td>815 Sherwood Pk. Cuyler, GA</td>
<td>912-772-6344</td>
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<td>Garrett Hall Racing</td>
<td>2800 Shawnee Egypt Rd. Cuyler, GA 31027</td>
<td>912-663-7459</td>
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</tr>
</tbody>
</table>
Please sign if you agree with the following statement in support of Rhett Roscinski operating his small diesel engine repair shop at 430 Hodgeville Road, Guyton, GA 31312.

Diesel Power Solutions, LLC is beneficial to the area to provide diesel repair services to many of the local businesses who heavily and/or solely depend on their diesel equipment functioning properly. Having a locally owned and operating diesel repair shop provides valuable support to the entire area, as Effingham county continues to see growth in the economy and households.

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<td>1</td>
<td></td>
<td>Brandon Jones</td>
<td>3591 Woodland Rd. Guyton GA 31312</td>
<td>912-669-0035</td>
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<td>John Lee Debouch</td>
<td>3591 Woodland Rd. Guyton GA 31312</td>
<td>912-669-0272</td>
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<td>Michael Jones</td>
<td>316 S. Main St. Guyton GA 31312</td>
<td>912-729-3549</td>
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<tr>
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<td>Joan Jones</td>
<td>316 S. Main St. Guyton GA 31312</td>
<td>912-728-3549</td>
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<td>Steve Hauck</td>
<td>212 Pecan Ln. Guyton GA 31312</td>
<td>912-222-3780</td>
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<td>Lee Jones</td>
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<td>Colleen Jones</td>
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<td>8</td>
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<td>Michelle Jones</td>
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<td>912-481-9915</td>
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<tr>
<td>9</td>
<td></td>
<td>Scott Steenwyk</td>
<td>102 Amber Lane</td>
<td>912-224-1580</td>
<td>Resident</td>
</tr>
</tbody>
</table>
ATTACHMENT G

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

The surrounding properties are residential with the closest house being over eight hundred feet away. The next nearest property is an estimated one thousand six hundred acre industrial development, along with a ten acre light industrial concrete pipe plant and a five acre light industrial concrete plant. There are several other commercial lots on or near Hodgeville Rd that I have attached as part of attachment G.
qPublic.net™ Effingham County, GA

Parcel ID: 04160003
Class Code: Residential
Taxing District: 01-County

Owner: ROSCINSKI RHETT J AND TALLANT
        MITCHELL A
        430 HODGEVILLE RD
        GUYTON, GA 31312

Physical
Address
Physical
Address
Assessed
Value

Value: $212,106

Last 2 Sales
Date: 10/4/2016
Price: $22,000
Reason: LM
Qual: Q

Date: 3/7/2002
Price: $25,000
Reason: LM
Qual: Q

(Note: Not to be used on legal documents)

Date created: 11/11/2019
Last Data Uploaded: 11/11/2019 12:39:02 AM
Developed by Schneider Geospatial
Staff Report

Subject: Rezoning (Second District)

2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator

Department: Development Services – Planning & Zoning

Meeting Date: February 18, 2020

Item Description: Rhett Roscinski requests to rezone 10.12 acres at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business. Map #416 Parcel #3

Summary Recommendation
Denial, as the property was developed for residential uses appropriate for the AR-1 zoning district. Those uses are prohibited in B-3. The rezoning application states that the present use is “Residence with Auxiliary Building”. No site development plans or proposal to reconstruct the auxiliary building for commercial use have been submitted.

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.

This property contains a mobile home for residential use (building permit #201801262), and an accessory building for personal use (building permit #201801463). The buildings are served by a private well and septic system. All surrounding and adjacent property is zoned AR-1 or AR-2.

Pursuant to Section 5.11.3, residential uses, including mobile homes, are prohibited in the B-3 zoning district.

Background
At the Planning Board meeting, Alan Zipperer made a motion to deny the request to rezone 10.12 acres at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business. Peter Higgins seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Deny the request to rezone 10.12 acres at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business.

Other Alternatives
Deny the request to rezone 10.12 acres at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

ATTACHMENT: Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 430-3
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 430-3

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, RHETT ROSCINSKI have filed an application to rezone ten and twelve hundredths (10.12) +/- acres; from AR-1 to B-3 to allow for diesel repair shop; map and parcel number 430-3, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on January 29, 2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT ten and twelve hundredths (10.12) +/- acres; map and parcel number 430-3, located in the 2nd commissioner district is rezoned from AR-1 to B-3.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ______________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: __________________________
FIRST/SECOND READING: ____________

___________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Conditional Use (Second District)
Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: Rhett Roscinski requests a conditional use to allow for a Rural Business at 430 Hodgeville Road to operate a diesel engine repair business. Map #416 Parcel #3

Summary Recommendation
Denial, as the business does not meet either the road frontage or the building size criteria for a Rural Business Conditional Use.

Executive Summary
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 is permitted when the following criteria are met:

- Small office or small-scale retail sales or service-type business, which is secondary or incidental to the primary use of property for agricultural or residential purposes.
- Limited to no more than 1,000 square feet if in a structure and 1,000 square feet of land if outside a structure.
- Property on which Rural Business is proposed must have frontage on a public road.

A Rural/Residential Business Conditional Use is required for commercial activity in the AR-1 district. The applicant has submitted and withdrawn two applications (May 3, 2019, and July 22, 2019) for a Rural Business Conditional Use to operate a home-based diesel repair business at this property. The applicant applied for a rezoning to B-3, and noted on that application that the property is not eligible for a Rural Business Conditional use. The applicant is operating a business without a business license. Neighboring property owners have complained about heavy truck traffic on the unpaved easement, and code enforcement has issued a stop work order on September 19, 2019. The building is 6,000 square feet. According to the Building Permit application [201801463], the building was proposed, and approved, as a private garage for homeowner use. An earlier Building Permit application [201800385] was rejected, as the plans indicated it was a commercial building. Commercial buildings are not allowed by right in the AR-1 zoning district.

Background
At the Planning Board meeting, Alan Zipperer made a motion to deny the conditional use to allow for a Rural Business at 430 Hodgeville Road to operate a diesel engine repair business. Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Deny the request to rezone 10.12 acres at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business.

Other Alternatives
Approve the request to rezone 10.12 acres at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business.
Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

Attachments:
1. Conditional Use application and supporting documents
2. Aerial photograph
EFFINGHAM COUNTY
(Residential/Rural Business Application)

APPLICANT: RHETT ROSCINSKI

MAILING ADDRESS: 430 HODGEVILLE ROAD, GUYTON, GA 31312

TELEPHONE: (912) 313-5234

PROPERTY OWNER: RHETT ROSCINSKI

PROPOSED BUSINESS NAME: DIESEL POWER SOLUTIONS, LLC

PHYSICAL ADDRESS FOR RESIDENTIAL BUSINESS: 430 HODGEVILLE ROAD, GUYTON, GA 31312

PRESENT ZONING: AR-1

ACRES: 10.12

TAX MAP# 416 PARCEL# 003

RURAL BUSINESS [✓ ] OR RESIDENTIAL BUSINESS [ ]

REASON FOR REQUEST:
See attached.

* PLEASE INCLUDE A COPY OF THE PLAT IDENTIFYING EXISTING STRUCTURES AND IMPLY 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
REASON FOR REQUEST:

I am applying for a rural business condition use on my property at 430 Hodgeville Rd. My business is mainly mobile based, but I need the ability to utilize a small portion of my personal auxiliary building for business use when a job requires it. I am not looking for a commercial front because that is not what I am. I am a small-scale business that keeps local trucks and equipment running. I service many local Effingham county businesses. The land, home, and auxiliary building at 430 Hodgeville Rd is located down a private road about 800 feet. I bought this land with the intent to be back off the road for my kids to be able to play and be on a nice area. The 10.12 acers will be used as family land and the auxiliary building will be used for home hobbies as well as an area for family gatherings like birthday parties and reunions. The amount of work that will be brought home will be of a smaller size, intensity, and scale than commercial uses which would be more commonly found in commercial or business zoning districts. When I get through with a project, it can be parked behind or to the side of my building, and it will be out of view. I have designated 2 possible parking areas on an attached sheet for you to view. I have also attached a sketch of my building showing possible bay usage of an actively serviced vehicle taking up less than the 1000 sqft maximum allowed.
10x25 areas showing possible combinations that may be used for rural business
IN RE: Rhett Roscinski  
Diesel Power Solutions, LLC

STATEMENT OF CONSTITUTIONAL OBJECTIONS

The Zoning Ordinances of Effingham County, Georgia (the Resolution) violated the Constitutions of the United States of America and the Constitution of the State of Georgia of 1983 and/or it violates said Constitutions as applied to this Application, land and owner as follows:

1. The Resolution violates the due process clause of the Fourteenth Amendment to the Constitution of the United State of America and Article I, Section I, Paragraph I of the Constitution of the State of Georgia. The hearing procedures do not restrict the evidence to only those matters which are germane to or affect the public welfare, morals, health and safety of the general community. The rules of evidence do not apply to the hearings, and there is no right of cross-examination. Such hearing procedures effectively deny applicant to the opportunity to make a meaningful presentation in support of said application.

2. The Resolution as applied to the subject land has caused and will cause the owner of said land a significant deprivation and is unsubstantially related to the public health, safety, morality or welfare. Such a loss constitutes a taking of the owner’s valuable property rights without first paying just and adequate compensation to the owner. The failure to approve the requested rezoning variance will not produce any public benefit and is unrelated to the public health, safety, morality or welfare, and the damage to the owner’s property rights far outweighs such public benefit, if any. The restriction of the property to the present AR-1 Zoning Classification violates the Fifth Amendment to the United States Constitution; Article I, Section III, Paragraph 1 of the 1983 Constitution of the State of Georgia; and O.C.G.A. § 22-1-5.
3. The refusal to approve the rezoning variance application as requested would discriminate against its owner in an arbitrary, unreasonable, capricious, unconstitutional manner with regard to such similarly situated lands in violation of the Fourteenth Amendment to the Constitution of the United States of America and Article I, Section I, Paragraph II of the 1983 Constitution of the State of Georgia.

4. The continued imposition of the AR-I zoning district constitutes a taking of private property without due process and/or without just compensation in violation of: (a) Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the 1983 Constitution of the State of Georgia; (b) the due process and just compensation clauses of the Fourteenth and Fifth Amendments to the United States Constitution; and (c) Section 1983 of the Civil Rights Act of 1871, 42 U.S.C. Section 1983.

5. No public agency or body having jurisdiction over any matter which is relevant to the issues of whether to approve the proposed rezoning variance has produced any evidence which would show that denial of the proposed rezoning variance promotes the public welfare, morals, health and safety. Fifth and Fourteenth Amendments to the United States Constitution; Article I, Section I, Paragraph I of the 1983 Constitution of the State of Georgia; and Section 1983 of the Civil Rights Act of 1871, 42 U.S.C. Section 1983.
December 30, 2019

The Effingham County Planning Board will hold a public meeting on Monday, January 27, 2019 at 6:00 pm. This meeting will be held at the Effingham County Administrative Complex located at 601 North Laurel Street in Springfield, Georgia. During this time the board will hear Rhett Roscinski.

The applicant requests to rezone 10.12 acres for (Map# 416 Parcel# 3) located at 430 Hoedgeville Road from AR-1 to B-3 for a diesel repair shop.

The applicant requests a rural business for (Map# 416 Parcel# 3) located at 430 Hoedgeville Road for a diesel repair shop.

This notification is being delivered to you as a courtesy as you own property that is within the vicinity or adjoins said parcel. This request may or may not directly affect your property. If you should have any comments regarding this request they may be heard at this appointed time. Or feel free to contact us at the phone numbers listed below.

Thank you,

Diane Proudfoot
Zoning Administrator
Effingham County Development Services
912/754-2105 ext. 4503
dproudfoot@effinghamcounty.org
<table>
<thead>
<tr>
<th>Name</th>
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<th>Name</th>
<th>Address</th>
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<td>CANNON JAMES B &amp; CELENA C</td>
<td>594 HODGEVILLE ROAD</td>
<td>CANNON JAMES BILLY</td>
<td>606 HODGEVILLE RD</td>
<td>HODGES HOWARD L &amp; LAURA M</td>
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<td>MURLEY JASON A</td>
<td>301 WOODLAND DR</td>
<td>NEASE AMANDA</td>
<td>602 HODGEVILLE ROAD</td>
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<td>ROSCINSKI RHETT J AND TALLANT MITCH</td>
<td>430 HODGEVILLE RD</td>
<td>ROSCINSKI RHETT JOHN AND CINDY, EL</td>
<td>534 HODGEVILLE RD</td>
<td>ZEIGLER ELAINA A</td>
<td>440 HODGEVILLE RD</td>
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<td>GUYTON GA 31312</td>
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NOTICE

THE EFFINGHAM COUNTY PLANNING BOARD WILL HOLD A PUBLIC HEARING ON MONDAY, JANUARY 27, 2020 AT 6:00 P.M. IN THE EFFINGHAM COUNTY ADMINISTRATIVE COMPLEX, 601 NORTH LAUREL STREET, SPRINGFIELD, GEORGIA.

APPLICATION MADE BY: RHETT ROSCINSKI
RURAL BUSINESS: FOR A DIESEL REPAIR SHOP [MAP# 416 PARCEL# 3]
LOCATED: 430 HODGEVILLE ROAD

RUN ONE WEEK: JANUARY 8, 2020
NOTICE

THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS WILL HOLD A PUBLIC HEARING ON TUESDAY, FEBRUARY 18, 2020 AT 6:00 P.M. IN THE EFFINGHAM COUNTY ADMINISTRATIVE COMPLEX, 601 NORTH LAUREL STREET, SPRINGFIELD, GEORGIA.
APPLICATION MADE BY: RHETT ROSCINSKI
RURAL BUSINESS: FOR A DIESEL REPAIR SHOP [MAP# 416 PARCEL# 3]
LOCATED: 430 HODGEVILLE ROAD

RUN ONE WEEK: JANUARY 29, 2020
Staff Report

Subject: Conditional Use (Second District)  
2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator

Department Development Services – Planning & Zoning

Meeting Date: February 18, 2020

Item Description: Rhett Roscinski requests a conditional use to allow for a Rural Business at 430 Hodgeville Road to operate a diesel engine repair business, Map #416 Parcel #3

Summary Recommendation
Denial, as the business does not meet either the road frontage or the building size criteria for a Rural Business Conditional Use.

Executive Summary
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 is permitted when the following criteria are met:

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   Limited to no more than 1,000 square feet if in a structure and 1,000 square feet of land if outside a structure.
   Property on which Rural Business is proposed must have frontage on a public road.

A Rural/Residential Business Conditional Use is required for commercial activity in the AR-1 district. The applicant has submitted and withdrawn two applications (May 3, 2019, and July 22, 2019) for a Rural Business Conditional Use to operate a home-based diesel repair business at this property. The applicant applied for a rezoning to B-3, and noted on that application that the property is not eligible for a Rural Business Conditional use. The applicant is operating a business without a business license. Neighboring property owners have complained about heavy truck traffic on the unpaved easement, and code enforcement has issued a stop work order on September 19, 2019. The building is 6,000 square feet. According to the Building Permit application [201801463], the building was proposed, and approved, as a private garage for homeowner use. An earlier Building Permit application [201800385] was rejected, as the plans indicated it was a commercial building. Commercial buildings are not allowed by right in the AR-1 zoning district.

Background
At the Planning Board meeting, Alan Zipperer made a motion to deny the conditional use to allow for a Rural Business at 430 Hodgeville Road to operate a diesel engine repair business. Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Deny the request to rezone 10.12 acres at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business.

Other Alternatives
Approve the request to rezone 10.12 acres at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business.
Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

ATTACHMENT:
Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 430-3
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 430-3
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, RHETT ROSCINSKI have filed an application for a rural business for a diesel repair shop; map and parcel number 430-3, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on January 29, 2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for a Rural Business to operate a diesel repair shop; map and parcel number 430-3, located in the 2nd commissioner district is approved.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _______________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: ______________

STEPHANIE JOHNSON
COUNTY CLERK
Summary Recommendation
Denial, as the building was not constructed for commercial use. The property is accessed by an unpaved road, and is surrounded by residential and agricultural uses.

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. This property contains a 19,800 sf warehouse, which was constructed in 1997, for use as a storage building. The applicant then began using it for a countertop and bathtub manufacturing business. In order to obtain a business license, the applicant applied to rezone the property from AR-1 to I-1, which was approved on November 18, 1997. The property was then rezoned from I-1 back to AR-1 on June 5, 2007, and was supposed to be recombined with the surrounding AR-1 acreage. Shearwood Road is an unpaved road off Hwy 17N and it is approximately 7,000 feet to the entrance road to the structure and approximately another 2,400 feet of unpaved road to reach the structure. All surrounding and adjacent property is zoned AR-1.

Background
At the Planning Board meeting, Alan Zipperer made a motion to deny the rezoning of 3.67 acres at 810 Shearwood Road from AR-1 to B-3 to allow for light fabrication and storage in the existing 19,800 sf building. Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Deny the request to rezone 3.67 acres at 810 Shearwood Road from AR-1 to B-3 to allow for light fabrication and storage in the existing 19,800 sf building.

Other Alternatives
Approve the request to rezone 3.67 acres at 810 Shearwood Road from AR-1 to B-3 to allow for light fabrication and storage in the existing 19,800 sf building.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

Attachments:
1. Rezoning checklist
2. Rezoning application
3. Ownership certificate
4. Deed
5. Health Department Letter
6. Plat
7. Aerial photograph
8. Letters from 1119 and 2007 rezoning files.
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant: James R Thompson III  DATE: 12/12/2019
Applicant email address: thompsonjr@chevron.com Phone #: (202) 8/12-2440
Property owner(s): Egypt Farm at Shearwood, LLC, vicathompson@gmail.com
(James R Thompson III POA for Hariden M. Thompson)
Telephone Number: ________________________________
Mailing Address: 3089 Winfield Lane, NW, Washington DC 20007
Property location: 810 Shearwood Road, Guyton 31312
Present zoning: AR-1
Proposed zoning: B-3
Present land-use: Vacant w/unused 20,000 sq ft. bldg.
Proposed land-use: Light Fabrication and Storage
Tax Map #: 221 Parcel #: 9 Lot #: ______________
Total Acres: 3.67 Acres to be rezoned: 3.02 acres + 3.67 acres
Lot characteristics: Empty 20,000 sq ft. building, empty storage building
Water: well Sewer: septic
Proposed access: Existing 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.

Currently not in use

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.

Rent property to tenant for light fabrication and storage. Wood panels, wood trusses, cabinets, horse jumps

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

Agricultural

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

The property was previously used (2004–2005) for manufacturing of marble countertops

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

____________________, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book ___________ page ___________

Owner’s signature James R. Thompson, III, POA

Owner’s signature ______________________

Owner’s signature ______________________
- Storage for materials and tools for construction
- Light fabrication / Part-time
  - Wood panels
  - Wood trusses
  - Horse jumps
  - Cabinets
STATE OF GEORGIA  )
COUNTY OF CHATHAM )

STATUTORY FORM POWER OF ATTORNEY
for MARIBEN M. THOMPSON

IMPORTANT INFORMATION

This Power of Attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in O.C.G.A. Chapter 6B of Title 10.

This Power of Attorney does not authorize the agent to make health care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise in the Special Instructions, generally the agent’s authority will continue until you die or revoke the Power of Attorney or the agent resigns or is unable to act for you.

Your agent is not entitled to any compensation unless you state otherwise in the Special Instructions. Your agent shall be entitled to reimbursement of reasonable expenses incurred in performing the acts required by you in your Power of Attorney.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a successor agent or name a co-agent in the Special Instructions. Co-agents will not be required to act together unless you include that requirement in the Special Instructions.

If your agent is unable or unwilling to act for you, your Power of Attorney will end unless you have named a successor agent. You may also name a second successor agent.

This Power of Attorney shall be durable unless you state otherwise in the Special Instructions.

This Power of Attorney becomes effective immediately unless you state otherwise in the Special Instructions.

This document substantially reflects the language in the form set forth in Code Section 10-6B-70.

If you have questions about the Power of Attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.
DESIGNATION OF AGENT

I, MARIBEN M. THOMPSON, name the following person as my agent:

Name: ____________________________ JAMES R. THOMPSON, III
Address: __________________________ 3639 Winfield Lane, NW, Washington, DC 20007
Telephone Numbers: __________________________ (C) 202-812-2440
Email Address: __________________________ ThompsonJR@chevron.com

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my Successor Agent:

Name: ____________________________ VICTORIA S. THOMPSON
Address: __________________________ 3639 Winfield Lane, NW, Washington, DC 20007
Telephone Numbers: __________________________ (C) 202-999-9482
Email Address: __________________________ vicathompson@gmail.com

If my Successor Agent is unable or unwilling to act for me, I name as my Second Successor Agent:

Name: ____________________________
Address: __________________________
Telephone Numbers: __________________________
Email Address: __________________________

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in O.C.G.A. Chapter 6B of Title 10:

(Initial each subject you want to include in the Agent’s General Authority. If you wish to grant general authority over all of the subjects, you may initial “all preceding subjects” instead of initializing each subject.)

_______ Real Property
_______ Tangible Personal Property
_______ Stocks and Bonds
_______ Commodities and Options
_______ Banks and Other Financial Institutions
_______ Operation of Entity or Business
_______ Insurance and Annuities
_______ Estates, Trusts, and Other Beneficial Interests

02/13/2020
GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent SHALL NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent. You should give your agent specific instructions in the Special Instructions when you authorize your agent to make gifts.)

- Create, fund, amend, revoke, or terminate an inter vivos trust
- Make a gift, subject to the limitations of O.C.G.A. § 10-6B-56 and any Special Instructions in this Power of Attorney
- Create or change rights of survivorship
- Create or change a beneficiary designation
- Authorize another person to exercise the authority granted under this Power of Attorney
- Waive the Principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- Exercise authority over the content of electronic communications sent or received by the principal
- Exercise fiduciary powers that the Principal has authority to delegate and that are expressly and clearly identified (including the persons for which the principal acts as a fiduciary in the Special Instructions)
- Renounce an interest in property, including a Power of Appointment.

LIMITATION OF AGENT’S AUTHORITY

An agent that is not my ancestor, spouse or descendant SHALL NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines (you may add lines or place your special instructions in a separate document and attach it to the Power of Attorney):
EFFECTIVE DATE

This Power of Attorney is effective immediately unless I have stated otherwise in the Special Instructions.

NOMINATION OF CONSERVATOR (OPTIONAL)

If it becomes necessary for a court to appoint a conservator of my estate, I nominate the following person(s) for appointment:

Name: JAMES R. THOMPSON, III
Address: 3639 Winfield Lane, NW, Washington, DC 20007
Telephone Numbers: (C) 202-812-2440
Email Address: ThompsonJR@chevron.com

RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this Power of Attorney or a copy of it unless the person has actual knowledge it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

MARIBEN M. THOMPSON
90 Poplar Street
Guyton, Georgia 31312
(H) 912-772-3246 (C) 912-704-3725

This document was signed or acknowledged in my presence on November 13th, 2018 by MARIBEN M. THOMPSON.

Name: Rachel Levin
Address: 2250 11th St NW Unit 601
Washington, DC 20001
Telephone: 202-704-9760

This document prepared by:
BOUHAN FALLIGANT
ATTORNEYS & COUNSELORS AT LAW
One West Park Avenue
Savannah, Georgia 31401

Signature of Notary
My Commission Expires: May 11, 2022

Montgomery County, Maryland
Notary Public
Joyce A. Amadi
My Commission Expires May 11, 2022
IMPORTANT INFORMATION FOR AGENT

AGENT'S DUTIES:

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the Principal. This relationship imposes upon you legal duties that continue until you resign or the Power of Attorney is terminated or revoked.

You Must:

1. Do what you know the Principal reasonably expects you to do with the Principal's property or, if you do not know the Principal's expectations, act in the Principal's best interest;
2. Act in good faith;
3. Do nothing beyond the authority granted in this Power of Attorney; and
4. Disclose your identity as an agent whenever you act for the Principal by writing or printing the name of the Principal and signing your own name as “agent” in the following manner:

(Principal’s name) By (your signature) , as Agent

Unless the Special Instructions in this Power of Attorney state otherwise, you must also:

1. Act loyally for the Principal’s benefit;
2. Avoid conflicts that would impair your ability to act in the Principal’s best interest;
3. Act with care, competence, and diligence;
4. Keep a record of all receipts, disbursements, and transactions made on behalf of the Principal;
5. Cooperate with any person that has authority to make health care decisions for the Principal to do what you know the Principal reasonably expects or, if you do not know the Principal’s expectations, to act in the Principal’s best interest; and
6. Attempt to preserve the Principal’s estate plan if you know the plan and preserving the plan is consistent with the Principal’s best interest.

Termination of Agent’s Authority

You must stop acting on behalf of the Principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney. Events that terminate a Power of Attorney or your authority to act under a Power of Attorney include:

1. Death of a Principal;
2. The Principal’s revocation of your authority or the Power of Attorney;
3. The occurrence of a termination event stated in the Power of Attorney;
4. The purpose of the Power of Attorney is fully accomplished; or
5. If you are married to the Principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instruction in this Power of Attorney state that such an action will not terminate your authority.

**Liability of Agent**

The meaning of the authority granted to you is defined in O.C.G.A. Chapter 6B of Title 10. If you violate O.C.G.A. Chapter 6B of Title 10 or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.
Record and return to:
Melanie L. Marks
Bouhan Falligant LLP
P.O. Box 2139
Savannah, Georgia 31402-2139

STATE OF GEORGIA       )
COUNTY OF EFFINGHAM    )

QUIT CLAIM DEED

THIS INDENTURE, made as of this 19th day of December, 2018, by and between JAMES
R. THOMPSON, II and MARIBEN THOMPSON, parties of the first part, and EGYPT FARM AT
SHEARWOOD, LLC, a Georgia limited liability company, party of the second part;

WITNESSETH:

First parties, for and in consideration of the sum of ONE DOLLAR ($1.00) and other
valuable consideration, receipt whereof is hereby acknowledged, do hereby grant, bargain, convey,
release and forever quit claim unto second party, its successors and assigns, the following described
property, to-wit:

1
PARCEL ONE

All that certain tract or parcel of land situate, lying and being in the 12th G. M. District of Effingham County, Georgia, containing Eight Hundred Sixty-five (865) acres, more or less, and particularly described by plat of survey made by J. E. Rushing, Surveyor, dated December 1941, and recorded in Map Book 1, Page 250, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, which plat is referred to and made a part of this description; said tract being bounded now or formerly as follows: on the north by lands of D. Morton and lands of W. K. Pearce; on the east by the right-of-way of the Central of Georgia Railway, the right-of-way of Tullis Place Road, by lands of W. H. J. Foy and lands of Mrs. S. A. Dorsey; on the south by the right-of-way of Tullis Place Road, by lands of W. H. J. Foy, lands of S. A. Dorsey, and lands of Joel Everett, the Sherwood Railroad curve being the line; and on the west by lands of Mrs. Charles Sheffield and lands of D. Morton; all shown on said plat.

This being the same property conveyed by deed from Jere G. Thompson, James R. Thompson, Ann T. Ulmer, and Gale T. Barnes to James Thompson dated December 5, 1984 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 222, Page 396.

LESS AND EXCEPT, 118.51 acres of said lands heretofore conveyed by deed from James Thompson to Robert T. Furlong and Kelly M. Furlong dated August 29, 1989 and recorded in said Clerk's office in Deed Book 271, Page 699.

Also conveyed by this conveyance is a Sixty (60) foot road easement reserved unto James R. Thompson in said deed recorded in Deed Book 271, Page 699.

ALSO LESS AND EXCEPT, 12.847 acres of said lands heretofore conveyed by deed from James Thompson et. al. to W. E. Royal dated February 10, 1982 and recorded in said Clerk's office in Deed Book 204, Page 170.

PARCEL TWO

All that certain tract or parcel of land situate, lying and being in the 12th G. M. District of Effingham County, Georgia, containing Three and Sixty-seven Hundredths (3.67) acres, more or less, and being bounded on the northeast, southeast, southwest and northwest by lands of James R. Thompson and Mariben M. Thompson.

Express reference is hereby made to the plat of said lands made by Paul D. Wilder, R.L.S. #1559 dated December 15, 1997 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 130F, for better determining the metes and bounds of said lands herein described.
ALSO a perpetual 60-foot wide private access easement which extends from Shearwood Road in a northerly and northwesterly direction to a point where it intersects the property above described which is for the purpose of ingress and egress as a road and for utility purposes.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances thereunto belonging or in any wise appertaining, unto second party, its successors and assigns, so that neither first parties nor any person or persons claiming under them shall have, claim or demand any right to the above described property, or its appurtenances, or any rights thereof.

IN WITNESS WHEREOF, first parties have hereunto set their hands and seals as of the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: May 11, 2022

[Signature] (L.S.)
JAMES R. THOMPSON, II

[Signature] (L.S.)
MARIBEN M. THOMPSON
December 20, 2019

Effingham County Zoning Board
Springfield, GA 31329

Re: James R. Thompson c/o of Betty Zipperer
   810 Shearwood Road, Guyton GA 31312
   Pin #221-9
   Total Acres: 3.67 Acres to be rezoned: 3.67

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 B-3. Preliminary approval is given to the above referenced tract of land with the following requirements:

1. Level III soils overlay on the Final plat with Soil Suitability Description

If there are any questions, please do not hesitate to call.

Sincerely,

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

<table>
<thead>
<tr>
<th>SOIL SERIES</th>
<th>Slope %</th>
<th>Seasonal High Water Table from existing surface (inches)</th>
<th>Absorption Rate at Recommended Trench Depth (minutes/inch)</th>
<th>Recommended Trench Depth from existing surface (inches)</th>
<th>Suitability Code</th>
<th>Topsoil thickness (inches)</th>
<th>Recommended Height of Mound based on trench depth of 18 inches</th>
<th>24 inches</th>
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<tr>
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<td>48</td>
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<td>0</td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Stilson</td>
<td>0</td>
<td>36</td>
<td>30</td>
<td>12</td>
<td>C</td>
<td>10</td>
<td>6</td>
<td>12</td>
</tr>
</tbody>
</table>

SUITABILITY CODE

A. These soils are suitable for installation of on-site systems with proper system design, installation and maintenance.

B. Because of flooding, shallow seasonal water tables, soil horizons with very slow percolation rate, perched water tables, or imperfect drainage, these soils are not suitable for installation of a conventional on-site system without site modifications, special designs or installation. Non-conventional systems and installation must be approved by the local Environmental Health Specialist.

C. Because of soil limitations, these soils are unsuitable for installation of an on-site system.

J. These soils commonly have percolation rates that are too slow for installation of a conventional on-site system without special design or installation. Non-conventional system design and installation must be approved by the local Environmental Health Specialist.

The soil map will have delineated jurisdictional wetlands or approximate wetlands shown. If there are wetlands on the area soil mapped, then a 50 foot set back will be shown from the wetlands.

Site Specific Notes: Make sure the proposed adsorption field area is protected during construction of the home and is not allowed to become a storage area for fill dirt, or used for trash pits. Keep heavy equipment from parking or driving on the adsorption field area. Do not install adsorption fields during wet or rainy periods. Manage surface water away from drain fields with gutters and swells.

Disclaimer: Recommendations are site specific and if not followed will void this report. All recommendations are based on the original undisturbed soil unless otherwise stated. If the site is disturbed from cutting, filling or before a site visit, this report is null and void. Your local Department of Community Health holds full authority in the permitting of on-site disposal systems and may view the soil conditions differently than the Soil Classifier and will have the final say in their county.

SIGNED: [Signature]
PLAT OF
3.67 Acres Zoned
Industrial - I1
Surveyed for
James R. Thompson

REFERENCES
PLAT BOOK 1, PAGE 250
PLAT BOOK 2, PAGE 201

LOCATION: G.M.D. 12

APPROVED BY EFFINGHAM COUNTY DEPARTMENT OF
PUBLIC HEALTH, DIVISION OF ENGINEERING
AND SANITATION.

APPROVED FOR RECORDING BY EFFINGHAM
COUNTY ZONING ADMINISTRATOR.

FARMS OF CLOSURE:
FIELD DATA 1/260,220
ANGULAR ERROR 03° PER Δ POINT

02/13/2020

PB Presentment 27
February 18, 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 (James R. Thompson - Map# 221-9) from AR-1 to B-3 zoning.

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

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

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

Yes No? 4. Does the property which is proposed to be rezoned have a 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 27, 2020
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 (James R. Thompson - Map# 221-9) from AR-1 to B-3 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – January 27, 2020

JG

12/10/00
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ______  DISAPPROVAL X

Of the rezoning request by applicant (James R. Thompson - Map# 221-9) from AR-1 to B-3 zoning.

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

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

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

☐ Yes No 4. Does the property which is proposed to be rezoned have a 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?

Resident would approve if road was maintained.

Planning Board Meeting – January 27, 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 (James R. Thompson - Map# 221-9) from AR-1 to B-3 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – January 27, 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 (James R. Thompson - Map# 221-9) from AR-1 to B-3 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 27, 2020

3/5/2020
Staff Report

Subject: Rezoning (Third District)
2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: James Thompson requests to rezone 3.67 acres at 810 Shearwood Road from AR-1 to B-3 to allow for light fabrication and storage in the existing 19,800sf building. Map #221 Parcel #9

Summary Recommendation
Denial, as the building was not constructed for commercial use. The property is accessed by an unpaved road, and is surrounded by residential and agricultural uses.

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.

This property contains a 19,800 sf warehouse, which was constructed in 1997, for use as a storage building. The applicant then began using it for a countertop and bathtub manufacturing business. In order to obtain a business license, the applicant applied to rezone the property from AR-1 to I-1, which was approved on November 18, 1997. The property was then rezoned from I-1 back to AR-1 on June 5, 2007, and was supposed to be recombined with the surrounding AR-1 acreage.

Shearwood Road is an unpaved road off Hwy 17N and it is approximately 7,000 feet to the entrance road to the structure and approximately another 2,400 feet of unpaved road to reach the structure. All surrounding and adjacent property is zoned AR-1.

Background
At the Planning Board meeting, Alan Zipperer made a motion to deny the rezoning of 3.67 acres at 810 Shearwood Road from AR-1 to B-3 to allow for light fabrication and storage in the existing 19,800 sf building.

Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Deny the request to rezone 3.67 acres at 810 Shearwood Road from AR-1 to B-3 to allow for light fabrication and storage in the existing 19,800 sf building.

Other Alternatives
Approve the request to rezone 3.67 acres at 810 Shearwood Road from AR-1 to B-3 to allow for light fabrication and storage in the existing 19,800 sf building.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

ATTACHMENT: Amendment
An Amendment To The Effingham County Zoning Ordinance, Map And Parcel No. 221-9

An Ordinance To Amend The Effingham County Zoning Ordinance, Map And Parcel No. 221-9

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, Rhett Roscinski have filed an application to rezone three and sixty-seven hundredths (3.67) +/- acres; from AR-1 to B-3 to allow for a light fabrication and storage; map and parcel number 221-9, located in the 3rd commissioner district, and

Whereas, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on January 29, 2020; 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 1/27/2020; and

It is hereby ordained that three and sixty-seven hundredths (3.67) +/- acres; map and parcel number 221-9, located in the 3rd commissioner district is rezoned from AR-1 to B-3.

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

This ______ day of ________________, 20____

Board Of Commissioners
Effingham County, Georgia

By: ________________
Wesley Corbitt, Chairman

Attest: ________________
First/Second Reading: ________________
Staff Report

Subject: Rezoning (Third District)
Author: Diane Proudfoot, Zoning Administrator
Department Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: Wayne Hurst requests to rezone a 2-acre parcel and a 2.09-acre parcel to split out of the 26.5-acre parent parcel at 1563 George Hurst Road for home sites for nephew and sister. Map #223 Parcel #2 & 2A

Summary Recommendation
Approve the rezoning request with the following stipulations:
1. The lots must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Executive Summary
The applicant wishes to divide out a 2-acre parcel and a 2.09-acre parcel from the 26.5-acre AR-1 parent parcel and must rezone to meet the AR-2 requirements. The two parcels will be home sites for nephew and sister. 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.

Background
At the Planning Board meeting, Alan Zipperer made a motion to approve rezoning a 2-acre parcel and a 2.09-acre parcel from the 26.5 acre AR-1 parent parcel from AR-1 to AR-2 at 1563 George Hurst Road to allow for a home sites with the following stipulations:
1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.
Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Approve rezoning a 2-acre parcel and a 2.09-acre parcel from the 26.5-acre AR-1 parent parcel from AR-1 to AR-2 at George Hurst Road to allow for home sites with the following stipulations:
1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve the subdivision plat.

Other Alternatives
Deny the request to rezone a 2-acre parcel and a 2.09-acre parcel from the 26.5 acre AR-1 parent parcel from AR-1 to AR-2 at George Hurst Road to allow for home sites.
Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

Attachments:
1. Rezoning checklist
2. Rezoning application
3. Ownership certificate
4. Deed
5. Health Department Letter
6. Plat
7. Aerial photograph
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant: Wayne L. Hurst and Jason W. Hurst

Property owner(s): Wayne L. Hurst and Jason W. Hurst

Telephone Number (912) 656-7063, 856-3447

Mailing Address: 1533 George Hurst Rd, Guyton, GA 31312

Property location: 1543 George Hurst Rd, Guyton, GA 31312

Present zoning: AR 1

Proposed zoning: AR 2

Present land-use: Residential + Timberland

Proposed land-use: Residential + Timberland

Tax Map #: C35F1

Parcel #: 0233002A00

Lot #: 17-04

Total Acres: 26.5 acres

Acres to be rezoned: 4 acres

Lot characteristics: Woods and field and residential

Water: Well

Sewer: Septic tank

Proposed access: Is from the George Hurst Rd.

Justification: Rezoning is for the purpose of a nephew in the existing house with 2.09 acres and a sister and brother-in-law residence on the proposed 2.00 acres tract.

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

   Residential and Timberland

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

   yes, Residential and Timberland

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

   Residential and Timberland

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

   Residential and Timberland

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 changes. It is reduced acres that will be just like the rest of the area.

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

   No
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 8-1-2019, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2538 page 493-493.

Owner’s signature: Wayne L. Hurst

Owner’s signature: Jearl W. Hart

Owner’s signature: _____________________________
STATE OF GEORGIA  
COUNTY OF EFFINGHAM

This Indenture made this 31st day of July, 2019, between James F. Patterson, Jr. and Shannon L. Patterson, of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Wayne Lorenzo Hurst, 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).

WITNESS ETHAT: Grantor, for and in consideration of the sum of TEN AND 00/100'S ($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 that certain lot, tract or parcel of land situate, lying and being in the 12th G.M. District, Effingham County, Georgia, containing 38.53 acres, more or less, and being bounded on the North by lands, now or formerly, of Grafarwil, Inc. and lands, now or formerly, of Edna E. Hurst; on the Northeast, East and Southeast by lands, now or formerly, of Edna E. Hurst; on the West by lands, now or formerly, of Cox Woodlands; and on the Northwest by lands, now or formerly, of Grafarwil, Inc., all as is more fully shown and delineated upon a plat of survey dated May 19, 1983, prepared by Wilder Surveying & Mapping and certified by Paul D. Wilder, Georgia Registered Land Surveyor, No. 1559, as recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Record Book 17, page 64, which plat by reference is incorporated herein as a part of this description.

This being the same property conveyed by Alice Elizabeth Morgan, William Edward Hurst and Gertrude H. Howard to Charles E. Patterson, Sr as evidenced by that certain Deed dated June 3, 1993, recorded in Deed Book 211, page 398, aforesaid records.

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

LESS AND EXCEPT: All that certain lot, tract or parcel of land situate, lying and being in the 12th G.M. District, (previously shown Incorrectly as the 11th G.M. District), Effingham County, Georgia, containing 4.61 acres, more or less, that is shown and more particularly described by the plat of survey made by Warren E. Poythress, R.L.S. #1953, dated November 21, 1988, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 23, page 132, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Charles E. Patterson, Sr to Herbert R. Fort, Jr. and Selena Fort as evidenced by that certain Warranty Deed dated December 2, 1988, recorded in Deed Book 262, page 79, aforesaid records.

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

LESS AND EXCEPT: All that certain lot, tract or parcel of land situate, lying and being in the 12th G.M. District, Effingham County, Georgia, containing 5.00 acres, more or less, located on County Road #12, and being more particularly described on a plat by Warren E. Poythress, R.L.S. #1953, dated August 6, 1993, Incorrectly showing the G.M. District as being in the 10th G.M. District, said property being located in the 12th G.M. District, said plat being specifically incorporated herein for purposes of description of the said property and being recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Cabinet A, Slide 238-B, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Charles E. Patterson, Sr to Shirley F. Patterson as evidenced by that certain Deed of Gift dated September 1, 1993, recorded in Deed Book 342, page 390, aforesaid records.
SUBJECT HOWEVER to all restrictive covenants, easements and rights-of-way of record.

LESS AND EXCEPT: All that certain lot, tract or parcel of land situate, lying and being in the 12th G.M. District, Effingham County, Georgia, containing 3.02 acres, more or less, said parcel being bounded on the North by County Road #12 and lands, now or formerly, of Grafarwil, Inc.; on the East by lands, now or formerly, of Edna E. Hurst; on the South and West by lands, now or formerly, of Charles E. and Shirley F. Patterson, as more particularly described by the plat of survey made by Warren E. Poythress, R.L.S. #1953, dated August 6, 1993, Incorrectly showing the G.M. District as being the 10th G.M. District, said property being located in the 12th G.M. District, said plat being specifically incorporated herein for purposes of description of the said property and being recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet A, Slide 356-D, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Charles E. Patterson and Shirley F. Patterson to James F. Patterson and Michele S. Patterson evidenced by that certain Deed of Gift dated June, 1996, recorded in Deed Book 410, page 125, aforesaid records.

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

LESS AND EXCEPT: All that certain lot, tract or parcel of land situate, lying and being in the 12th G.M. District (previously shown incorrectly as the 10th G.M. District), Effingham County, Georgia, containing Five (5) acres, more or less, known and designated as Tract 1, that is shown and more particularly described by the plat of survey made by Warren E. Poythress, R.L.S. #1953, dated March 1, 2004, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 35F-1, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Charles E. Patterson, Sr. to James F. Patterson as evidenced by that certain Deed of Gift dated March 10, 2004, recorded in Deed Book 1091, page 132, aforesaid records.

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

The above tract of land contains a total of 21.50 acres, more or less, 12th G.M. District, Effingham County, Georgia this being the same property conveyed by The Coastal Bank to James F. Patterson, Jr. and Shannon L. Patterson as evidenced by that certain Limited Warranty Deed dated November 9, 2010, recorded in Deed Book 1976, page 337, Effingham County, Georgia records.

Said property has a Property Identification Number of 223-2.

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 whomsoever.

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

Signed this 31st day of July, 2019
In the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My commission expires 06/18/2023

(Seal)
James F. Patterson, Jr.

(Seal)
Shannon L. Patterson
STATE OF GEORGIA  
COUNTY OF EFFINGHAM  

QUITCLAIM DEED  

THIS INDENTURE, made this 31st day of July, 2019, between Wayne Lorenzo Hurst, of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Wayne Lorenzo Hurst and Jason Wayne Hurst, as Party/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 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 remit, release, convey and forever QUITCLAIM unto the said Grantee, his heirs, executors, administrators and assigns, all of his 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 12th G.M. District, Effingham County, Georgia, containing 38.63 acres, more or less, and being bounded on the North by lands, now or formerly, of Grafarwil, Inc. and lands, now or formerly, of Edna E. Hurst; on the Northeast, East and Southeast by lands, now or formerly, of Edna E. Hurst; on the West by lands, now or formerly, of Cox Woodlands; and on the Northwest by lands, now or formerly, of Grafarwil, Inc., all as is more fully shown and delineated upon a plat of survey dated May 19, 1983, prepared by Wilder Surveying & Mapping and certified by Paul D. Wilder, Georgia Registered Land Surveyor, No. 1559, as recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Record Book 17, page 64, which plat by reference is incorporated herein as a part of this description.

This being the same property conveyed by Alice Elizabeth Morgan, William Edward Hurst and Gertrude H. Howard to Charles E. Patterson, Sr as evidenced by that certain Deed dated June 3, 1983, recorded in Deed Book 211, page 388, aforesaid records.

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

LESS AND EXCEPTION: All that certain lot, tract or parcel of land situate, lying and being in the 12th G.M. District, (previously shown Incorrectly as the 11th G.M. District), Effingham County, Georgia, containing 4.01 acres, more or less, that is shown and more particularly described by the plat of survey made by Warren E. Poythress, R.L.S. #1953, dated November 21, 1988, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 23, page 132, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Charles E. Patterson, Sr. to Herbert R. Fort, Jr and Selena Fort as evidenced by that certain Warranty Deed dated December 2, 1988, recorded in Deed Book 262, page 79, aforesaid records.

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

LESS AND EXCEPTION: All that certain lot, tract or parcel of land situate, lying and being in the 12th G.M. District, Effingham County, Georgia, containing 5.00 acres, more or less, located on County Road #12, and being more particularly described on a plat by Warren E. Poythress, R.L.S. #1953, dated August 6, 1993, incorrectly showing the G.M. District as being in the 10th G.M. District, said property being located in the 12th G.M. District, said plat being specifically incorporated herein for purposes of description of the said property and being recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Cabinet A, Slide 238-B, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Charles E. Patterson, Sr. to Shirley F. Patterson as evidenced by that certain Deed of Gift dated September 1, 1993, recorded in Deed Book 342, page 390, aforesaid records.

SUBJECT HOWEVER to all restrictive covenants, easements and rights-of-way of record.
LESS AND EXCEPT: All that certain lot, tract or parcel of land situate, lying and being in the 12th G.M. District, Effingham County, Georgia, containing 3.02 acres, more or less, said parcel being bounded on the North by County Road #12 and lands, now or formerly, of Grafarwil, Inc.; on the East by lands, now or formerly, of Edna E. Hurst; on the South and West by lands, now or formerly, of Charles E. and Shirley F. Patterson, as more particularly described by the plat of survey made by Warren E. Poythress, R.L.S. #1953, dated August 6, 1993, incorrectly showing the G.M. District as being the 10th G.M. District, said property being located in the 12th G.M. District, said plat being specifically incorporated herein for purposes of description of the said property and being recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet A, Slide 356-D, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Charles E. Patterson and Shirley F. Patterson to James F. Patterson and Michele S. Patterson evidenced by that certain Deed of Gift dated June, 1996, recorded in Deed Book 410, page 128, aforesaid records.

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

LESS AND EXCEPT: All that certain lot, tract or parcel of land situate, lying and being in the 12th G.M. District (previously shown incorrectly as the 10th G.M. District), Effingham County, Georgia, containing Five (5) acres, more or less, known and designated as Tract 1, that is shown and more particularly described by the plat of survey made by Warren E. Poythress, R.L.S. #1953, dated March 1, 2004, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 35F-1, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Charles E. Patterson, Sr. to James F. Patterson as evidenced by that certain Deed of Gift dated March 10, 2004, recorded in Deed Book 1091, page 132, aforesaid records.

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

The above tract of land contains a total of 21.50 acres, more or less, 12th G.M. District, Effingham County, Georgia this being the same property conveyed by The Coastal Bank to James F. Patterson, Jr. and Shannon L. Patterson as evidenced by that certain Limited Warranty Deed dated November 9, 2010, recorded in Deed Book 1976, page 337, Effingham County, Georgia records.

Said property has a Property Identification Number of 223-2.

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, said GRANTOR has signed and sealed this Deed, the day and year first above written.

TITLE NOT EXAMINED OR CERTIFIED BY SCRIVENER

Wayne Lorenzo Hurst (SEAL)

Signed this 31st day of July, 2019 in the presence of: [Signature]

UNOFFICIAL WITNESS

[Signature]

NOTARY PUBLIC

My commission expires 3/18/23

(Notary Public Seal Affixed)
TAX NOTICE TO PURCHASER AND SELLER

RE: Map and parcel No: 223-2
PROPERTY LOCATION: George Hurst Road, Guyton, GA 31312
PREVIOUS OWNER(S): James F. Patterson, Jr. and Shannon L. Patterson

Your closing statement reflects the proration of taxes for this tax year. This proration is an estimate based on last year’s tax bill. The tax bill for the current year will be mailed from the Tax Commissioner to the Seller, probably during the months of October or November. Credit has been given on the closing statement for the pro-rated portion of the taxes. It is the Purchaser’s responsibility to obtain the tax bill from either the Seller or the Tax Commissioner and to pay that bill. There is no way to have the tax bill mailed directly to the Purchaser until the Purchaser has returned the taxes after January of next year.

All prorations between Purchaser and Seller and all escrow accounts are based on the best available tax information. In the event there are additional taxes due or add-on bills issued for this property for the current or previous years, the parties understand, acknowledge and agree that THE PAYMENT TO THE TAXING AUTHORITY OF ANY ADDITIONAL TAXES WILL BE THE RESPONSIBILITY OF THE PURCHASER and that THE SELLER WILL IMMEDIATELY REIMBURSE THE PURCHASER FOR THE SELLER’S PRORATED SHARE OF ANY ADDITIONAL TAXES ASSESSED FOR THE CURRENT YEAR AND THE ENTIRE AMOUNT OF TAXES PAID BY THE PURCHASER FOR ANY YEAR PRIOR TO THIS PURCHASE; and Purchaser understands, acknowledges and agrees that any escrow account maintained by the Lender for payment of taxes may be increased.

IN CASE OF NEW CONSTRUCTION, MANY TIMES TAXES ARE BASED ON AN ACREAGE TRACT AND ARE SHOWN AS PAID IN FULL AT THE TIME OF CLOSING. IN SOME COUNTIES, THE TAX COMMISSIONER WILL RE-ASSESS THE PROPERTY AFTER CLOSING AND SEND OUT AN INDIVIDUAL TAX BILL FOR THAT PROPERTY. IN SUCH EVENT, PURCHASER AND SELLER AGREE TO PRORATE ANY CHANGE IN THE TAXES IN THE SAME MANNER SET OUT ABOVE.

Both Purchaser and Seller HOLD HARMLESS THE RATCHFORD FIRM, ("LAW FIRM") AND THE LENDER FROM ANY AND ALL LIABILITY IN CONNECTION WITH SUCH TAXES. If at any time a new tax bill is issued, Purchaser and Seller understand and acknowledge that NEITHER THIS LAW FIRM NOR THE LENDER IS RESPONSIBLE FOR THE PAYMENT OF ANY INCREASE IN TAXES, OR FOR THE REFUND OF ANY OVERAGE OF TAXES.

Purchaser and Seller agree to cooperate in adjusting for tax proration due at closing if the tax due for the current year varies more than ten (10%) percent from the total prorated amount.

This is to acknowledge that I have read the above information concerning the proration of taxes and that I do understand.

Also, I am aware that if I claim the property as my primary resident AND I pay Georgia Income Tax, I may be able to claim Georgia Homestead Exemption. I may apply for the exemption at the Tax Assessor’s office. Georgia Homestead Exemption may be claimed before April 1 during the year which IMMEDIATELY follows the purchase of the new home or any subsequent year in which I qualify. It is my responsibility to determine if I qualify for this exemption and to apply for same.

This the 31st day of July, 2019.

[Signature]
James F. Patterson, Jr.
SELLER

[Signature]
Wayne Lorenzo Hurst
PURCHASER/BORROWER

[Signature]
Shannon L. Patterson
SELLER

[Signature]
Wayne Lorenzo Hurst
PURCHASER/BORROWER

SENDING AGAIN AS A REMINDER OF IMPORTANT INFORMATION
August 9, 2019

Mr. Wayne Lorenzo Hurst
1533 George Hurst Road
Guyton, Ga. 31312

RE: George Hurst Road, Guyton, Ga. 31312
21.5 acres, more or less, Effingham

Dear Mr. Hurst,

It is our pleasure to provide you with the original recorded Warranty Deed and QuitClaim Deed to your new property. Since the original is enclosed, please keep this document in a safe place. If you do misplace this document and you need a copy for any reason, you may obtain a certified copy for a nominal charge by going to the Clerk of Superior Court for the county in which the property is located.

The property taxes for 2018 property taxes were paid prior to closing. In order to receive future tax bills on your new property, you will need to take a copy of this Deed to the Tax Assessor’s Office. After you have had the property returned in your name with the tax commissioner, the bills will be mailed directly to you.

If you reside at this property as your primary residence and want to file for the Homestead Exemption, you will need to do so at the county Tax Assessor’s office anytime during the year. A copy of your electric bill (proof of residency) along with a copy of the enclosed deed is required to apply. **H O W E V E R , T O R E C E I V E T H E E X E M P T I O N F O R T H E Y E A R 2 0 2 0 , Y O U M U S T F I L E B E F O R E A P R I L 1 - 2 0 2 0 .** If you file after April 1st, 2020, you will not receive this exemption until 2021.

If our firm may be of assistance to you in the future, please do not hesitate to contact us. In fact, we recommend that our clients review their Estate Plans and Wills when they acquire real estate.

We wish you continued success and good fortune as you enjoy your newly acquired property.

Very truly yours,

THE RATCHFORD FIRM

W.E. RATCHFORD, P.C.

Cathy J. Jones
Real Estate Division

cj

Enclosures

---

ENCLUSURES:

-- Warranty Deed
-- Tax Information Sheet
-- QuitClaim Deed
August 9, 1999

Mr. Wayne Lorenzo Hurst
1533 George Hurst Road
Guyton, Ga. 31312

RE: 1563 George Hurst Road, Guyton, Ga. 31312
   Tract 1, containing 5 acres, more or less, Effingham

Dear Mr. Hurst,

It is our pleasure to provide you with the original recorded Warranty Deed to your new property. Since the original is enclosed, please keep this document in a safe place. If you do misplace this document and you need a copy for any reason, you may obtain a certified copy for a nominal charge by going to the Clerk of Superior Court for the county in which the property is located.

The property taxes for 2018 property taxes were paid prior to closing. In order to receive future tax bills on your new property, you will need to take a copy of this Deed to the Tax Assessor’s Office. After you have had the property returned in your name with the tax commissioner, the bills will be mailed directly to you.

If you reside at this property as your primary residence and want to file for the Homestead Exemption, you will need to do so at the county Tax Assessor’s office anytime during the year. A copy of your electric bill (proof of residency) along with a copy of the enclosed deed is required to apply. ***HOWEVER, TO RECEIVE THE EXEMPTION FOR THE YEAR 2020, YOU MUST FILE BEFORE APRIL 1, 2020.*** If you file after April 1st, 2020, you will not receive this exemption until 2021.

If our firm may be of assistance to you in the future, please do not hesitate to contact us. In fact, we recommend that our clients review their Estate Plans and Wills when they acquire real estate.

We wish you continued success and good fortune as you enjoy your newly acquired property.

Very truly yours,

THE RATCHFORD FIRM

W.E. RATCHFORD, P.C.

Cathy J. Jones
Real Estate Division

ENCLOSURES:

-- Warranty Deed
-- Tax Information Sheet
-- Termite Letter

Enclosures
OFFICIAL GEORGIA WOOD INFESTATION INSPECTION REPORT

COMPANY NAME: Cingo
ADDRESS: 5999 McCall Rd, Rincon, GA, 31326
TELEPHONE NO.: 803-726-0083
SELLER:

FILE NO.:

PURCHASER(S):

DATE OF ISSUANCE: 02/13/2020

INSPECTOR: Robert Coit

SCOPE OF INSPECTION

AN INSPECTION OF THE BELOW LISTED STRUCTURE(S) WAS PERFORMED BY A QUALIFIED INSPECTOR EMPLOYED BY THIS FIRM TO DETERMINE THE PRESENCE OR PREVIOUS PRESENCE OF AN INFESTATION OF THE LISTED ORGANISMS AND IS NOT INTENDED TO BE A STRUCTURAL REPORT, NEITHER IS THIS A WARRANTY AS TO ABSENCE OF WOOD DESTROYING ORGANISMS. THIS REPORT IS SUBJECT TO ALL CONDITIONS EXHIBITED ON THE REVERSE SIDE AND IS ISSUED WITHOUT WARRANTY OR GUARANTEE EXCEPT AS PROVIDED IN RULE 529-6-03 OF THE RULES OF THE GEORGIA STRUCTURAL PEST CONTROL ACT OR SUBJECT TO ANY TREATMENT GUARANTEE SPECIFIED BELOW.

MAIN STRUCTURE: Single Family Dwelling

OTHER STRUCTURES (SPECIFY):

ADDRESS OF STRUCTURE(S): 1563 George Hurst Rd, Guyton, GA, 31312-3328

INSPECTION REVEALS VISIBLE EVIDENCE OF:

<table>
<thead>
<tr>
<th>FINDINGS</th>
<th>ACTIVE INFESTATION</th>
<th>PREVIOUS INFESTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>SUBTERRANEAN TERMITES</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>POWDER POST BEETLES</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>WOOD BORING BEETLES</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>DRY WOOD TERMITES</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>WOOD DECAYING FUNGUS</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

WHERE ARE ANY AREAS OF THE STRUCTURE OBSTRUCTED OR INACCESSIBLE?

YES X NO

THE FOLLOWING CONDITIONS CONducive TO INFESTATION FOR WOOD DESTROYING ORGANISMS WERE FOUND AT THE TIME OF INSPECTION. THE LOCATION OF THESE CONDITIONS CONducive TO INFESTATION ARE INDICATED ON THE ATTACHED DIAGRAM:

REMARKS/ADDITIONAL FINDINGS:

Attached structures are not included on this report.

NOTE: IF VISIBLE EVIDENCE OF ACTIVE OR PREVIOUS INFESTATION IS REPORTED IT SHOULD BE ASSURED THAT SOME DEGREE OF DAMAGE IS PRESENT AND A DIAGRAM IDENTIFYING THE STRUCTURE(S) INSPECTED AND SHOWING THE LOCATION OF SUCH EVIDENCE MUST BE ATTACHED TO THIS FORM. EVALUATION OF DAMAGE AND ANY CORRECTIVE ACTION SHOULD BE PERFORMED BY A QUALIFIED INSPECTOR IN THE BUILDING TRADE APPROVED BY THE PURCHASER AND LENDING AGENCY.

THE ABOVE DESCRIBED STRUCTURE(S) WAS TREATED BY THIS COMPANY AS FOLLOWS:

<table>
<thead>
<tr>
<th>ORGANISM</th>
<th>TREATMENT DATE</th>
<th>CONTRACT EXPIRATION</th>
<th>TYPE TREATMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBTERRANEAN TERMITES</td>
<td>03/12/2013</td>
<td>09/31/2019</td>
<td>Bait System</td>
</tr>
<tr>
<td>POWDER POST BEETLES</td>
<td>NA</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>WOOD BORING BEETLES</td>
<td>NA</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>DRY WOOD TERMITES</td>
<td>NA</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>WOOD DECAYING FUNGUS</td>
<td>NA</td>
<td>NA</td>
<td></td>
</tr>
</tbody>
</table>

THE PRESENT TREATMENT WARRANTY (YES) IS:

X TRANSFERABLE TO ANY SUBSEQUENT OWNER OF THE PROPERTY UPON PAYMENT OF A FEE ON OR BEFORE THE EXPIRATION DATE.

NOT TRANSFERABLE TO ANY SUBSEQUENT OWNER OF THE PROPERTY.

THE ABOVE STRUCTURE(S) ARE NOT COVERED BY A TREATMENT CONTRACT WITH THIS COMPANY.

THIS STRUCTURE HAS A CURRENT OFFICIAL WAIVER FORM ISSUED BY THIS COMPANY YES X NO

IF YES, A COPY MUST BE ATTACHED AS PART OF THIS REPORT.

CERTIFICATION

THIS IS TO CERTIFY THAT NEITHER I OR THE COMPANY HAS HAD OR CONTemplates HAVING ANY INTEREST IN THE PROPERTY INVOLVED, NOR IS ACTING IN ANY ASSOCIATION WITH ANY PARTY TO THE TRANSACTION.

SIGNATURE OF DESIGNATED CERTIFIED OPERATOR

SIGNATURE OF PURCHASER OR LEGAL REPRESENTATIVE ACKNOWLEDGING RECEIPT OF REPORT

02/13/2020

Effective September 1, 2017

02/13/2020

Page 13 of 25
CONDITIONS GOVERNING THIS REPORT

1. This report is limited to the five organisms listed.

2. This report covers only those structures listed on the front.

3. Inspection, including sounding and/or probing, was performed in only those areas which were readily accessible. Inaccessible areas not inspected include, but are not limited to areas obstructed by, floor coverings, wall coverings, siding, fixed ceilings, insulation, furniture, appliances or other personal items. The inspection also included a check of company records to determine if the structure has been treated and/or under renewal contract with the company within the past two years for any of the covered organisms. A copy of any current Exception Form II or Official Waiver form for this structure must be included as part of this report.

4. Reporting of Wood Destroying Fungi on this report is intended to cover only white rot, brown rot or water conducting fungi infestations which occur below the first floor level. This report does not cover the reporting of molds and mildews. Structural Pest Control companies are not responsible for inspecting for molds.

5. The term Wood Boring Beetles as used on the reverse side means only those beetles which are known to establish and maintain a continuing infestation in structures, such as, but not limited to the Old House Borer.

6. Regardless of whether any visible evidence of infestation by any of the listed Wood Destroying Organisms is found during inspection, if an infestation of one or more of these organisms from which apparent freedom was certified is found within 90 days of issuance of this report the property shall receive, free of charge, a minimum adequate treatment for control of the infestation consistent with Rules 620-6-.03(l)(a), (b), (c), and (d), of the Georgia Structural Pest Control Act.

7. This is not a structural report. A wood destroying organism inspector is not ordinarily a construction or building trade expert and is therefore not expected to assess structural soundness. Evaluation and correction of damage which may have resulted from an active or previous infestation should be performed by a qualified inspector in the building trade, who is approved by the purchaser and the lending agency.

8. This report implies no responsibility on the part of the Georgia Department of Agriculture or the Georgia Structural Pest Control Commission to enforce or require anything other than treatment or retreatment to the minimum adequate treatment requirements specified in Rule 620-6-.04.

9. Conditions Conducive To Infestation means conditions that exist in a structure that favor the development of wood destroying organisms. These are limited to: cellulosic material underneath a building and wood in contact with the soil which has not been treated with preservatives to a minimum preservative retention designed for ground contact and ventilation of the under-floor space between the bottom of the floor joists and the earth that does not meet the requirements of the International Residential Building Code for one and two family dwellings, the latest edition as adopted and amended by the Georgia Department of Community Affairs. Any condition conducive to infestation as defined above, that is known to have existed at the time of inspection and was not reported and is found within 90 days of the issuance date of this report shall be corrected free of charge by the licensee.

Statutory Authority: O.C.G.A. Sec. 43-45-8.
TAX NOTICE TO PURCHASER AND SELLER

RE: Map and parcel No: 223-2A

PROPERTY LOCATION: 1563 George Hurst Road, Guyton, GA 31312

PREVIOUS OWNER(S): James F. Patterson, Jr. and Shannon L. Patterson

Your closing statement reflects the proration of taxes for this tax year. This proration is an estimate based on last year’s tax bill. The tax bill for the current year will be mailed from the Tax Commissioner to the Seller, probably during the months of October or November. Credit has been given on the closing statement for the pro-rated portion of the taxes. It is the Purchaser’s responsibility to obtain the tax bill from either the Seller or the Tax Commissioner and to pay that bill. There is no way to have the tax bill mailed directly to the Purchaser until the Purchaser has returned the taxes after January of next year.

All prorations between Purchaser and Seller and all escrow accounts are based on the best available tax information. In the event there are additional taxes due or add-on bills issued for this property for the current or previous years, the parties understand, acknowledge and agree that THE PAYMENT TO THE TAXING AUTHORITY OF ANY ADDITIONAL TAXES WILL BE THE RESPONSIBILITY OF THE PURCHASER and that THE SELLER WILL IMMEDIATELY REIMBURSE THE PURCHASER FOR THE SELLER’S PRORATED SHARE OF ANY ADDITIONAL TAXES ASSESSED FOR THE CURRENT YEAR AND THE ENTIRE AMOUNT OF TAXES PAID BY THE PURCHASER FOR ANY YEAR PRIOR TO THIS PURCHASE; and Purchaser understands, acknowledges and agrees that any escrow account maintained by the Lender for payment of taxes may be increased.

IN CASE OF NEW CONSTRUCTION, MANY TIMES TAXES ARE BASED ON AN ACREAGE TRACT AND ARE SHOWN AS PAID IN FULL AT THE TIME OF CLOSING. IN SOME COUNTIES, THE TAX COMMISSIONER WILL RE-ASSESS THE PROPERTY AFTER CLOSING AND SEND OUT AN INDIVIDUAL TAX BILL FOR THAT PROPERTY IN SUCH EVENT, PURCHASER AND SELLER AGREE TO PRORATE ANY CHANGE IN THE TAXES IN THE SAME MANNER SET OUT ABOVE.

Both Purchaser and Seller HOLD HARMLESS THE RATCHFORD FIRM, ("LAW FIRM") AND THE LENDER FROM ANY AND ALL LIABILITY IN CONNECTION WITH SUCH TAXES. If at any time a new tax bill is issued, Purchaser and Seller understand and acknowledge that NEITHER THIS LAW FIRM NOR THE LENDER IS RESPONSIBLE FOR THE PAYMENT OF ANY INCREASE IN TAXES, OR FOR THE REFUND OF ANY OVERAGE OF TAXES.

Purchaser and Seller agree to cooperate in adjusting for tax proration dues at closing if the tax due for the current year varies more than ten (10%) percent from the total prorated amount.

This is to acknowledge that I have read the above information concerning the proration of taxes and that I do understand.

Also, I am aware that if I claim the property as my primary resident AND I pay Georgia Income Tax, I may be able to claim Georgia Homestead Exemption. I may apply for the exemption at the Tax Assessor’s office. Georgia Homestead Exemption may be claimed before April 1 during the year which IMMEDIATELY follows the purchase of the new home or any subsequent year in which I qualify. It is my responsibility to determine if I qualify for this exemption and to apply for same.

This the 31st day of July, 2019.

[Signature] [Signature]
James F. Patterson, Jr. Wayne Lorenzo Hurst
SELLER PURCHASER

[Signature] [Signature]
Shannon L. Patterson
SELLER PURCHASER

SENDING AGAIN AS A REMINDER OF IMPORTANT INFORMATION
WARRANTY DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

This Indenture made this 31st day of July, 2019, between James F. Patterson, Jr. and Shannon L. Patterson, of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Wayne Lorenzo Hurst, 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'S ($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 that certain lot, tract or parcel of land situate, lying and being in the 12th G.M. District (previously incorrectly shown on plat as 16th G.M. District), Effingham County, Georgia, containing 5 acres, more or less, known and designated as Tract 1, that is shown and more particularly described by the plat of survey made by Warren E. Poythress, R.L.S. #1953, dated March 1, 2004, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 35 F-1, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Charles E. Paterson, Sr. to James F. Patterson and Shannon L. Patterson as evidenced by that certain Warranty Deed dated October 28, 2005 and recorded in Deed Book 1359, page 369, aforesaid records.

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

Said property having a current street address of 1563 George Hurst Road and correct PIN #223-2A.

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 whomsoever.

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

Signed this 31st day of July, 2019
In the presence of:

[Signature]
Unofficial Witness

James F. Patterson, Jr.
(Seal)

Shannon L. Patterson
(Seal)

02/13/2020
NOTE: SUBJECT PROPERTY IS A DIVISION OF MAP & PARCELS 223-02 & 02A OF THE EFFINGHAM Cnty TAX ASSESSORS FILE.

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

SURVEYORS CERTIFICATION

1) As required by subsection (f) of O.C.G.A. Section 41-9-67, this plat has been prepared by a land surveyor and approved by applicable local authorities for recording in accordance with applicable state laws and regulations. It shall not be used for any purpose other than that for which it is intended. It is the responsibility of the landowner and the surveyor to ensure that the plat is recorded in accordance with applicable laws and regulations.

2) This plat is drawn to scale and is not to scale.

SOUTHEAST CONSERVATION

LANDS LLC

WAYNE & JASON HURST

SURVEY FOR WAYNE & JASON HURST

SURVEY OF 26.18 ACRES
THE RECOMBINATION OF TWO PARCELS, THEN DIVIDED INTO THREE PARCELS
LOCATED IN THE 10TH, G.M.D.
EFFINGHAM COUNTY, GEORGIA
SURVEYED 15 DEC 2019
PLAT DRAWN 15 DEC 2019
CPAT.DGN 003019
December 27, 2019

Effingham County Zoning Board
Springfield, GA 31329

Re: Wayne L. Hurst
    1563 George Hurst Road, Guyton GA 31312
    Pin #290-1
    Total Acres: 21.5 Acres to be rezoned: 4.0

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. Final approval is given to the above referenced tract of land.

If there are any questions, please do not hesitate to call.

Sincerely,

[Signature]

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 [Signature] DISAPPROVAL [Signature]

Of the rezoning request by applicant (Wayne Hurst - Map# 223-2 & 2A) 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 27, 2020
EFFINGHAM COUNTY REZONING CHECKLIST

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APPROVAL ☑ DISAPPROVAL ☐

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

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APPROVAL  [ ]  DISAPPROVAL  [X]

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

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

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

Planning Board Meeting – January 27, 2020

BKS  1/27/2020.
EFFINGHAM COUNTY REZONING CHECKLIST

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Planning Board Meeting – January 27, 2020

DB 1/27/20
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Planning Board Meeting – January 27, 2020
Staff Report

Subject: Rezoning (Third District)  
2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: Wayne Hurst requests to rezone a 2-acre parcel and a 2.09-acre parcel to split out of the 26.5-acre parent parcel at 1563 George Hurst Road for home sites for nephew and sister. 
Map #223 Parcel #2 & 2A

Summary Recommendation
Approve the rezoning request with the following stipulations:
1. The lots must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Executive Summary
The applicant wishes to divide out a 2-acre parcel and a 2.09-acre parcel from the 26.5-acre AR-1 parent parcel and must rezone to meet the AR-2 requirements. The two parcels will be home sites for nephew and sister. 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.

Background
At the Planning Board meeting, Alan Zipperer made a motion to approve rezoning a 2-acre parcel and a 2.09-acre parcel from the 26.5 acre AR-1 parent parcel from AR-1 to AR-2 at 1563 George Hurst Road to allow for a home sites with the following stipulations:
1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.
Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Approve rezoning a 2-acre parcel and a 2.09-acre parcel from the 26.5-acre AR-1 parent parcel from AR-1 to AR-2 at George Hurst Road to allow for home sites with the following stipulations:
1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve the subdivision plat.
Other Alternatives
Deny the request to rezone a 2-acre parcel and a 2.09-acre parcel from the 26.5 acre AR-1 parent parcel from AR-1 to AR-2 at George Hurst Road to allow for home sites.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

ATTACHMENT:
Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 223-2 & 2A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 223-2 & 2A

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, WAYNE HURST, have filed an application to rezone four and zero-nine hundredths (4.09) +/- acres; from AR-1 to AR-2 for a home site; map and parcel number 223-2 & 2A, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on January 29, 2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT four and zero-nine hundredths (4.09) +/- acres; map and parcel number 223-2 & 2A, located in the 2nd commissioner district is rezoned from AR-1 to AR-2 to split the parcel for a home site with the following stipulations:

1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY:
WESLEY CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: ______________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Third District)

2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator

Department Development Services – Planning & Zoning

Meeting Date: February 18, 2020

Item Description: Linda Heidt requests to rezone a 2-acre parcel of a 15.02-acre parent parcel from AR-1 to AR-2 at 2954 Springfield Egypt Road for a home site.

Map #290 Parcel #1

Summary Recommendation

Approve the rezoning request with the following stipulations:

1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Executive Summary

The applicant wishes to divide out a 2-acre parcel from the 15.02-acre AR-1 parent parcel and must rezone to meet the AR-2 requirements. 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.

Background

At the Planning Board meeting, Peter Higgins made a motion to approve rezoning a 2-acre parcel of a 15.02-acre parent parcel from AR-1 to AR-2 at 2954 Springfield Egypt Road for a home site with the following stipulations:

1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Brad Smith seconded the motion. The motion carried unanimously.

Alternatives

Recommended Alternative: Approve rezoning a 2-acre parcel of a 15.02-acre parent parcel from AR-1 to AR-2 at 2954 Springfield Egypt Road for a home site with the following stipulations:

1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.
Other Alternatives
Deny the request to rezone a 2-acre parcel of a 15.02 acre parent parcel from AR-1 to AR-2 at 2954 Springfield Egypt Road for a home site.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

ATTACHMENT:
Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
290-1
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
290-1

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, LINDA HEIDT, have filed an application to rezone two (2.00) +/- acres; from AR-1 to AR-2 for a home site; map and parcel number 290-1, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on January 29, 2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT two (2.00) +/- acres; map and parcel number 290-1, located in the 3rd commissioner district is rezoned from AR-1 to AR-2 for a home site with the following stipulations:

1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY:
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: ____________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Third District)
Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: Linda Heidt requests to rezone a 2-acre parcel of a 15.02-acre parent parcel from AR-1 to AR-2 at 2954 Springfield Egypt Road for a home site. Map #290 Parcel #1

Summary Recommendation
Approve the rezoning request with the following stipulations:
1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Executive Summary
The applicant wishes to divide out a 2-acre parcel from the 15.02-acre AR-1 parent parcel and must rezone to meet the AR-2 requirements. 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.

Background
At the Planning Board meeting, Peter Higgins made a motion to approve rezoning a 2-acre parcel of a 15.02-acre parent parcel from AR-1 to AR-2 at 2954 Springfield Egypt Road for a home site with the following stipulations:
1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.
Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Approve rezoning a 2-acre parcel of a 15.02-acre parent parcel from AR-1 to AR-2 at 2954 Springfield Egypt Road for a home site with the following stipulations:
1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Other Alternatives
Deny the request to rezone a 2-acre parcel of a 15.02 acre parent parcel from AR-1 to AR-2 at 2954 Springfield Egypt Road for a home site.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department
Attachments:
1. Rezoning checklist
2. Rezoning application
3. Ownership certificate
4. Deed
5. Health Department Letter
6. Plat
7. Aerial photograph
## ATTACHMENT A

### EFFINGHAM COUNTY REZONING AMENDMENT FORMS

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Linda L. Heidt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property owner(s)</td>
<td>Linda L. Heidt</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>(912) 754-1945</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>206 west 3rd St, Springfield, Ga. 31329</td>
</tr>
<tr>
<td>Property location</td>
<td>2954 Springfield-Egypt Rd, Springfield, Ga.</td>
</tr>
<tr>
<td>Present zoning</td>
<td>AR-1</td>
</tr>
<tr>
<td>Proposed zoning</td>
<td>AR-2</td>
</tr>
<tr>
<td>Present land-use</td>
<td>Residential</td>
</tr>
<tr>
<td>Proposed land-use</td>
<td>Residential</td>
</tr>
<tr>
<td>Tax Map #</td>
<td></td>
</tr>
<tr>
<td>Parcel #</td>
<td>02900001</td>
</tr>
<tr>
<td>Lot #</td>
<td>1</td>
</tr>
<tr>
<td>Total Acres</td>
<td>15.02</td>
</tr>
<tr>
<td>Acres to be rezoned</td>
<td>2</td>
</tr>
<tr>
<td>Lot characteristics</td>
<td>Residential</td>
</tr>
<tr>
<td>Water</td>
<td>well</td>
</tr>
<tr>
<td>Sewer</td>
<td>Septic tank</td>
</tr>
<tr>
<td>Proposed access</td>
<td>Springfield-Egypt Road</td>
</tr>
<tr>
<td>Justification</td>
<td>Selling to Grandson</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>North</th>
<th>AR-1</th>
</tr>
</thead>
<tbody>
<tr>
<td>South</td>
<td>AR-1</td>
</tr>
<tr>
<td>East</td>
<td>AR-1</td>
</tr>
<tr>
<td>West</td>
<td>AR-1</td>
</tr>
</tbody>
</table>
1. Describe the current use of the property you wish to rezone.

   residential

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

   residential

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

   residential

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

   timberland

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?

   timberland

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 ______________________, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book ____________ page ____________.

Owner’s signature

Owner’s signature

Owner’s signature
WARRANTY DEED FROM B. E. HEIDT TO
PHILLIP M. HEIDT

STATE OF GEORGIA

Effingham County.

This Instrument, Made this 12th day of April in the year of our Lord One Thousand, Nine Hundred and Sixty-eight, between B. E. Heidt of the County of Effingham and State of Georgia of the first part, and

— — — — — — Phillip M. Heidt of the County of Effingham and State of Georgia, of the second part.

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable consideration, in hand paid to and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he a granted, bargained, sold, and conveyed, and by these presents do make grant, bargain, sell and convey unto the said part y of the second part, his heirs and assigns, all that tract or parcel of land lying and being in

the 10th G. M. District, Effingham County, Georgia, containing Five (5) acres, more or less, and having a Southwestern frontage of Five Hundred Twenty-eight (528) feet on the Springfield-Egypt Public Road with a depth of uniform width Northeastwardly of Four Hundred Twelve feet and Five-tenths (412.5'), and being bounded as follows: on the Northeast by lands of B. E. Heidt; on the Northeast by Springfield-Egypt Public Road; Northwest by lands of B. E. Heidt.

The above described Five (5) acre tract of land lying

6. Chains distance Southeast of a Ditch, said Ditch being the property line between two tracts of land owned by the grantor herein.

For a more particular description of the above conveyed tract or parcel of land reference is herein had to map or plat of same made by Paul Weitman, C.S. dated March 26, 1968 and recorded in the Surveyor's Records of Effingham County in Map Book "I" Page 279, Also recorded in the Office of Clerk Superior Court Effingham County, Georgia in Plat Book 4, at Page 02.

To Have and to Hold the said bargained premises, together with all and singular the rights, members, and

Appearances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Phillip M. Heidt the said part y of the second part, his heirs and assigns, forever, in fee simple.

And the said part y of the first part, for his heirs, executors, and administrators, will warrant and forever defend the right and title of the above described property unto the said part y of the second part, his heirs and assigns, against the claims of all persons whatsoever.

In Witness Whereof, the said part y of the first part has hereunto set his hand and affixed his seal, the day and year first above written.

Signed, sealed, and delivered in the presence of

B. E. Heidt


Recorded April 16, 1968

B. E. Heidt

Deputy Clerk
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 (Linda Heidt - Map# 290-1) from AR-1 to AR-2 zoning.

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

Yes No ? 2. Could the proposed zoning allow use that overloads 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 27, 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 (Linda Heidt - Map# 290-1) from AR-1 to AR-2 zoning.

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

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

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

Yes  No  4. Does the property which is proposed to be rezoned have a 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 (Linda Heidt - Map# 290-1) from AR-1 to AR-2 zoning.

Yes [ ] No [ ] 1. Is this proposal inconsistent with the county’s master plan?

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

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

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

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

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

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

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

Planning Board Meeting – January 27, 2020

BJS 1/27/2020
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:

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>DISAPPROVAL</th>
</tr>
</thead>
</table>

Of the rezoning request by applicant (Linda Heidt - Map# 290-1) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – January 27, 2020

[Signature]
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 (Linda Heidt - Map# 290-1) from AR-1 to AR-2 zoning.

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

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

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

Yes No 4. Does the property which is proposed to be rezoned have a 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 27, 2020
Staff Report

Subject: Rezoning (Third District)
Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: Mary Derryberry requests a rezoning of 3 acres from B-2 to AR-2 to allow for a home site on Hwy 21 North. Map #316 Parcel #18

Summary Recommendation
Approve the rezoning request with the following stipulations:
1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Executive Summary
The applicant wishes to rezone 3 acres from B-2 to AR-2 to allow for a home site. 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.

Background
At the Planning Board meeting, Peter Higgins made a motion to approve rezoning 3 acres from B-2 to AR-2 to allow for a home site with the following stipulations:
1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.
Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Approve rezoning a rezoning 3 acres from B-2 to AR-2 to allow for a home site with the following stipulations:
1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Other Alternatives
Deny the request to rezone 3 acres from B-2 to AR-2 to allow for a home site

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A
Attachments:
1. Rezoning checklist
2. Rezoning application
3. Ownership certificate
4. Deed
5. Health Department Letter
6. Plat
7. Aerial photograph
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant: Mary F. (Armstiff) Derryberry  DATE: 12-07-19
Applicant email address: NA  Phone #: (912) 754-6713
Property owner(s): Mary F. (Armstiff)  Derryberry  email: NA
Telephone Number (912) 754-6713
Mailing Address: 3501 Hwy 21N  Springfield, GA 31329
Property location: The 10th B.M.D. Effingham County, GA (Hwy 21)
Present zoning: Commercial  Z-2
Proposed zoning: Residential
Present land-use: Residential  Commercial - open land
Proposed land-use: Residential
Tax Map #: 03100-018-000  Parcel #: 03100018  Lot #________
Total Acres: 3.00  Acres to be rezoned: 3
Lot characteristics: Open land
Water: yes  Sewer: yes
Proposed access: yes - driveway
Justification: Need it changed back to residential
List the zoning of the other property in the vicinity of the property you wish to rezone:
North: Residential  South: Residential
East: Residential  West: Residential
1. Describe the current use of the property you wish to rezone.

   OPEN LAND

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

   NO

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

   Placing a mobile home

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

   RESIDENTIAL

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

   It will not impact it.

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

12-2-91

on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 307 page 347.

Owner’s signature [Signature]

Owner’s signature __________________________

Owner’s signature __________________________

Page 3
The undersigned, MARY F. ARMSTRONG, the duly qualified executrix of the
last will and testament of J. LAMONI ARMSTRONG, deceased, of said county, does
hereby assent to the devise made by Item Three (3) of the will of the said J.
LAMONI ARMSTRONG, deceased, the same being duly probated in the office of the
Probate Court of Effingham County, Georgia, which item of said will reads as
follows, to wit:

ITEM THREE (3)

I give, bequeath and devise unto my wife, MARY F. ARMSTRONG, my entire
estate, including all real property and all personal property, of every kind
and nature, to be held, absolutely and in fee simple.

DESCRIPTION OF PROPERTY

ALL that certain tract or parcel of land situate, lying and being in the
11th G.M. District of Effingham County, Georgia, containing Forty-one
and Three quarters (41 3/4) acres, more or less, being the same lands as
were conveyed to J. W. Armstrong by deed dated November 17, 1971 from B. B.
Armstrong as recorded in said Clerk's records in Deed Book 156, page 195,
and shown by plat recorded in said Clerk's records in Plat Book 6,
page 208. EXCEPTING THEREFROM, however, Six and Seven tenths (6.7) acres
conveyed to Mary A. and Dallas D. Williams, which 6.7 acre exception is
shown by plat recorded in said Clerk's records in Plat Book 6, page 13.

ALSO: ALL that certain tract or parcel of land situate, lying and being in the
11th G.M. District of Effingham County, Georgia, containing Forty-five
and Eight tenths (45.8) acres, more or less, and being the same lands as
were conveyed to J. W. Armstrong by deed dated December 14, 1962 from
Mrs. Olive A. Cowan and N. Querry Armstrong, Administratrix, as recorded in
said Clerk's records in Deed Book 131, page 473.

ALSO: ALL that certain tract or parcel of land situate, lying and being in the
11th G.M. District of Effingham County, Georgia, containing Three (3)
acres, more or less, and being the same lands as were conveyed to J. W.
Armstrong by deed dated June 10, 1974 from George Marlin as recorded in said
Clerk's records in Deed Book 167, page 139, and as shown by plat recorded in

This being the same lands conveyed by gift deed from Lew Ellyne Armstrong to
John Lavonne Armstrong and Omie F. Armstrong, conveying a one-half (1/2)
undivided interest in and to said lands, dated December 30, 1986 and
recorded in the Office of the Clerk of the Superior Court of Effingham
County, Georgia, in Deed Book 240, page 487, and by gift deed from Lew
Ellyne Armstrong to John Lavonne Armstrong and Omie F. Armstrong, conveying
the remaining one-half (1/2) undivided interest in and to said lands, dated
February 27, 1989 and recorded in said Clerk's Office in Deed Book 242, page
234.

ALSO: ALL that tract or parcel of land lying and being in the 11th G.M.
District of Effingham County, Georgia, containing One and Sixty-four
hundredths (1.64) acres, more or less, and being bounded northerly on
the northwest and northeast by burial or formerly on
the southwest by lands of William and on the southeast by lands of

Clerk's Office, Superior Court

Received for Record at 3 o'clock PM
Jan 30 1987
Recorded in Clerk Book 247, Page 357

Page 7 of 17
Express reference is hereby made to a plat of said lands made by Paul Weitman, County Surveyor, Effingham County, Georgia, dated October 20, 1971, and recorded in the Surveyor's Records of said county in Plat Book J, page 97, for better determining the metes and bounds of said lands herein conveyed.

This being the same lands conveyed by warranty deed from J. Wilton Amsdorff, also known as J. W. Amsdorff, to J. Lavonne Amsdorff dated February 25, 1988 and recorded in said Clerk's Office in Deed Book 194, page 56.

ALSO: All that certain tract or parcel of land containing Six and Seven-Lenths (6.7) acres, located in the 11th G.M. District of Effingham County, Georgia, lying south-southwest of the Savannah and Atlanta Railway right-of-way and as a whole being bounded as follows: On the northeast by the right-of-way of said Savannah and Atlanta Railway, and on all other sides by other lands of J. W. Amsdorff, all as is more fully shown delineated upon a plat of survey dated October 20, 1971, prepared by Paul Weitman, County Surveyor, and recorded in the Surveyor's Records of Effingham County, Georgia, in Book "J", page 97, as well as a copy of which is recorded in the Office of the Clerk of Superior Court of said State and County in Deed Book 6, Folio 13, reference to said plat and the recordings thereof is hereby specifically made for all purposes hereof.

This being the same property conveyed to Marsha A. Williams and Dallas R. Williams by warranty deed dated November 37, 1971, from J. W. Amsdorff, and recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Deed Book 156, page 121.

This being the same property conveyed by warranty deed from Marsha A. Williams and Dallas R. Williams to John L. Amsdorff and Opal J. Amsdorff dated May 22, 1979 and recorded in said Clerk's Office in Deed Book 190, page 266.

ALSO: All that certain tract or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing One (1) acre, more or less, and being identified as Parcel 2, on the plat hereinafter referred to, and being bounded on the northeast by Parcel 1, on the plat hereinafter referred to; on the southeast by Public Road No. 67; and on the southwest and northwest by Parcel 1, on the plat hereinafter referred to, all as is more fully shown and delineated upon a plat of survey dated June 22, 1984 as recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book J, page 176, which plat by reference is incorporated herein as a part of this description.

This being the same property conveyed by gift deed from Edwin O. Amsdorff to J. Lavonne and Opal J. Amsdorff dated April 19, 1985, conveying a life estate in and to said property, and recorded in said Clerk's Office in Deed Book 225, page 245.

ALSO: All those certain tracts or parcels of land situate, lying and being in the 10th G.M. District of Effingham County, Georgia, containing in the aggregate One Hundred Five and Seven Tenth (105.7) acres, more or less, and being composed of Three tracts of land: one of One Hundred and Eighty-Two Hundredths (182.83) acres, more or less, being the same lands as were conveyed to J. Wilton Amsdorff by deed dated October 23, 1974 from William L. Gately as recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Deed Book 168, page 515, and as shown by plat recorded in the Surveyor's Records of Effingham County, Georgia, in Book "J", page 246; one tract of Thirty-seven Hundredths (0.37) acre, more or less, being the lands conveyed to J. W. Amsdorff by deed dated November 9, 1972 from A. Parker Ford, Administrator, as recorded in said records in Deed Book 160, page 431, and shown on plat recorded in the Surveyor's Records of said county in Book "J", page 276; and a third tract of Two and Four Tenth (2.4) acres, more or less, being the lands conveyed to J. Wilton Amsdorff by deed dated May 31, 1968 from Mrs. Clyde Davis and recorded in the Office of the Clerk of Superior Court of said County in Deed Book 145, page 546, and as shown by plat recorded in the Surveyor's Records of Effingham County, Georgia, in Book "J", page 276.

This being the same property conveyed by gift deed from Lou Eline Amsdorff to John Lavonne Amsdorff and Opal J. Amsdorff dated December 29, 1985 and recorded in said Clerk's Office in Deed Book 215, page 170.
Also: All that certain tract or parcel of land situate, lying and being in the 10th G.M. District of Effingham County, Georgia, containing Thirty-three and Ninety-two Hundredths (33.92) acres, more or less, and being identified as Parcel 2, on the plat hereinafter referred to, and being bounded on the north and east by Parcel 1, on the plat hereinafter referred to; on the south by the Springfield-Egypt Public Road; and on the west by Parcel 1, on the plat hereinafter referred to, all as is more fully shown and delineated upon a plat of survey dated March 18, 1983, prepared by Warren E. Poythress, Georgia Registered Land Surveyor No. 1953, as recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Record Book 13, page 272, which plat by reference is incorporated herein as a part of this description.

Also: All that certain tract or parcel of land situate, lying and being in the 10th G.M. District of Effingham County, Georgia, containing Seventy-nine and Eight-tenths (79.8) acres, more or less, and being identified as Parcel 3, on the plat hereinafter referred to, and being bounded on the north by Turkey Branch and across said branch lands of Lew Elyne Amisodurff; on the east by lands of M. G. Amisodurff and lands of Jackson Zipperer; on the southeast and south by lands of Mary Helen Steed and lands of Lew Elyne Amisodurff; and on the west by Parcel 1 on the plat hereinafter referred to, and lands of Lew Elyne Amisodurff, all as is more fully shown and delineated upon a plat of survey dated March 18, 1983, prepared by Warren E. Poythress, Georgia Registered Land Surveyor No. 1953, as recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Record Book 13, page 272, which plat by reference is incorporated herein as a part of this description.

Also: All that certain tract or parcel of land situate, lying and being in the 10th G.M. District of Effingham County, Georgia, containing Ninety-six and Fifteen Hundredths (96.15) acres, more or less, being irregular in shape, and being identified on the plat hereinafter referred to as Parcel 4, and being bounded on the north by the Springfield-Egypt Public Road; on the east by lands of Lew Elyne Amisodurff; on the southwest by lands of Arthur Exley; and on the west by Arte Heidt, all as is more fully shown and delineated upon a plat of survey dated March 18, 1983, prepared by Warren E. Poythress, Georgia Registered Land Surveyor No. 1953, as recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Record Book 13, page 272, which plat by reference is incorporated herein as a part of this description.

Saving and excepting therefrom, however, that certain Seventeen and Ninety Hundredths (17.90) acres, more or less, located in the northeastern portion of said 96.15 acre tract, as was conveyed by deed dated November 11, 1983 from Edwin D. Amisodurff and J. Lavonne Amisodurff to Dallas D. and Martha A. Williams as is shown by plat recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Record Book 17, page 149.


This being the same property conveyed by gift deed from Edwin D. Amisodurff to J. Lavonne Amisodurff dated April 19, 1985 and recorded in said Clerk's Office in Deed Book 225, page 243.

This asent is made under the provisions of Section 53-2-108, of the Code of Georgia to pass the title to the devisees, MARY F. AMISODURFF, named in said Will. There is a sufficient amount of property in said estate in addition to the above described property to pay the indebtedness of said estate.

Given under my hand and seal this 8th day of December, 1991.

Signed, sealed and delivered in the presence of:

______________________________ (SEAL)

MARY F. AMISODURFF, Executrix of the last Will and Testament of J. LAVONNE AMISODURFF, deceased

Rotary Public
Date: 12/27/91

N.P. SEAL
Elizabeth Z. Hursey  
Clerk Superior, State and Juvenile Courts  
Effingham County  
(912) 754-2118  
700 N Pine St Ste 110  
Springfield, GA 31329  

RECEIPT  

Name: Mary Arnsdorff Derryberry  
Date Filed BK 307/Aug 349-349  
Plat Cabinet C200/PA E2  
Case Number / UTC / Number of copies  

Amount: $200  
Cash/Money Order  

Date: 12-30-19  

Effingham County  
Clerk's Initials
January 3, 2020

Effingham County Zoning Board
Springfield, GA 31329

Re: Mary F. Derryberry
3501 Hwy 21 North Springfield 31329
Pin #316-018
Total Acres: 3.0 Acres to be rezoned: 3.0

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 B-2 to AR-1. Final approval is given to the above referenced tract of land.

If there are any questions, please do not hesitate to call.

Sincerely,

[Signature]

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:

[Signature]

APPROVAL    DISAPPROVAL

Of the rezoning request by applicant (Mary Derryberry - Map# 316-18) from B-2 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 27, 2020
9.5 EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL / DISAPPROVAL

Of the rezoning request by applicant (Mary Derryberry - Map# 316-18) from B-2 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 27, 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 (Mary Derryberry - Map# 316-18) from B-2 to AR-2 zoning.

Yes [ ] No [x] 1. Is this proposal inconsistent with the county’s master plan?

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

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

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

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

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

Planning Board Meeting – January 27, 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:

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>DISAPPROVAL</th>
</tr>
</thead>
</table>

Of the rezoning request by applicant (Mary Derryberry - Map# 316-18) from B-2 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 (Mary Derryberry - Map# 316-18) from B-2 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?
Staff Report

Subject: Rezoning (Third District)
2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator
Department Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: Mary Derryberry requests a rezoning of 3 acres from B-2 to AR-2 to allow for a home site on Hwy 21 North. Map #316 Parcel #18

Summary Recommendation
Approve the rezoning request with the following stipulations:

1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Executive Summary
The applicant wishes to rezone 3 acres from B-2 to AR-2 to allow for a home site. 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.

Background
At the Planning Board meeting, Peter Higgins made a motion to approve rezoning 3 acres from B-2 to AR-2 to allow for a home site with the following stipulations:

1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Approve rezoning a rezoning 3 acres from B-2 to AR-2 to allow for a home site with the following stipulations:

1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.
Other Alternatives
Deny the request to rezone 3 acres from B-2 to AR-2 to allow for a home site

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

ATTACHMENT:
Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 316-18
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 316-18
AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, MARY DERRYBERRY, have filed an application to rezone three (3.00) +/- acres; from B-2 to AR-2 for a home site; map and parcel number 316-18, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on January 29, 2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT three (3.00) +/- acres; map and parcel number 316-18 located in the 3rd commissioner district is rezoned from B-2 to AR-2 for a home site with the following stipulations:

1. The lot must 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 permitted by USACE.
4. The Health Department and the Zoning Administrator must approve subdivision plat.

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

This _____ day of _____________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: WESLEY CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: _____________

STEPHANIE JOHNSON
COUNTY CLERK
Summary Recommendation
Approve the rezoning request with the following stipulations:
1. Lot must meet the requirements of the AR-1 zoning district.
2. Report on soil testing (2010 stipulation) for the site must be provided to Development Services.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.

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. Residential uses are prohibited in the I-1 zoning district. The property was part of a 203.55 acre parcel granted a conditional use, on February 2, 2010, to operate a construction and demolition landfill and recycling center. Stipulations included soil testing to check pollution levels throughout the 203.55 acre site.

Background
At the Planning Board meeting, Alan Zipperer made a motion to approve rezoning 17.77 acres from I-1 to AR-1 to allow for a home site on Goldkist Road with the following stipulations:
1. Lot must meet the requirements of the AR-1 zoning district.
2. Report on soil testing (2010 stipulation) for the site must be provided to Development Services.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.
Juanita Golden seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Approve rezoning a rezoning 17.77 acres from I-1 to AR-1 to allow for a home site on Goldkist Road with the following stipulations:
1. Lot must meet the requirements of the AR-1 zoning district.
2. Report on soil testing (2010 stipulation) for the site must be provided to Development Services.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.

Other Alternatives
Deny the request to rezone 17.77 acres from I-1 to AR-1 to allow for a home site on Goldkist Road.
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

**FUNDING:** N/A

**Attachments:**
1. Rezoning checklist
2. Rezoning application
3. Ownership certificate
4. Deed
5. Health Department Letter
6. Plat
7. Aerial photograph
8. 2010 Conditional Use Zoning Map Amendment
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant: Wesley Shaw

Applicant email address

Property owner(s): Wesley Shaw

Telephone Number:

Mailing Address: 110 ASH Street

Property location: Gold Kist Road

Agent: Greg Howze

Agent email address: Howze.five@aol.com

Present zoning: I-1

Proposed zoning: AR-1

Present land-use: Woods

Proposed land-use: Home site

Tax Map #: 420

Parcel #: 21B

Lot #:

Total Acres: 17.77

Acres to be rezoned: 17.77

Lot characteristics:

Water

Sewer

Proposed access:

Justification:

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

North

South

East

West

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

Timber/land

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.

Homesite

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

Timber

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?

Suitable Zone

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?

Homesite / No Impact
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 _____________ page ________________.

Owner’s signature __________________________

Owner’s signature __________________________

Owner’s signature __________________________
STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 10th day of December, 2019, between CLYO INVESTMENTS, INC., a Georgia corporation of Effingham County, Georgia, of the FIRST PART, and WESLEY K. SHAW of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto SECOND PARTY, his heirs and assigns, the following described property, to wit:

ALL that certain tract or parcel of land situate, lying and being in the 12th G.M. District of Effingham County, Georgia, containing Seventeen and Seventy-Seven Hundredths (17.77) acres, more or less, and being bounded on the Northeast by the Savannah River (the plat showing the bank as the line); on the Southeast by lands of Clyo Investments, Inc.; on the Southwest by lands of Gold Kist, and on the Northwest by Parcel 2, and other lands now or formerly of Gold Kist.

Express reference is hereby made to the plat of said lands made by Adolph N. Michel's, R.L.S. #1323, dated October 13, 2019 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 26, Page 711 for better determining the metes and bounds of said lands herein conveyed.

Said plat showing the 60-foot wide parcel of said lands which extends from the Gold Kist Road, known as County Road No. 83 in a Northerly direction 60-feet wide which is reserved for an easement for access to said parcel of land above referred to and to Parcel 1 and Parcel 2 as shown on said plat above referred to.

Purchaser acknowledges that said 60-foot wide easement is for the benefit of his parcel of land as well as for the benefit of the owners of Parcel 1 and Parcel 2.

Said plat also shows a spur line running across a portion of said 60-foot wide easement area.

This being a portion of the property conveyed from The Southern States Cooperative, Inc. to Clyo Investments, Inc. dated April 29, 2002 and recorded in said Clerk's Office in Deed Book 826, Page 245.

SUBJECT to restrictive covenants and easements of record.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, heredities, improvements, easements and appurtenances thereto belonging or in any wise appertaining unto SECOND PARTY, his heirs, successors and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

IN WITNESS WHEREOF, FIRST PARTY has caused this warranty deed to be duly executed by its appropriate officers thereto duly authorized, its corporate seal affixed and delivered these presents, the day and year first above written.

CLYO INVESTMENTS, INC.

By: ______________________________ (SEAL)
W. GREGG HOWSE, President, C.E.O. & Secretary

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Official Witness - Notary Public

02/13/2020
**SOIL PROPERTIES**

<table>
<thead>
<tr>
<th>SOIL SERIES</th>
<th>Slope %</th>
<th>Seasonal High Water Table from existing surface (Inches)</th>
<th>Absorption Rate at Recommended Trench Depth (minutes/inch)</th>
<th>Recommended Trench Depth from existing surface (inches)</th>
<th>Suitability Code</th>
<th>Topsoil thickness (Inches)</th>
<th>Recommended Height of Mound based on trench depth of 18 inches</th>
<th>24 inches</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuquay</td>
<td>1</td>
<td>48</td>
<td>30</td>
<td>24</td>
<td>A</td>
<td>6</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**SUITABILITY CODE**

A - These soils are suitable for installation of on-site systems with proper system design, installation and maintenance.

C - Because of flooding, shallow seasonal water tables, soil horizons with very slow percolation rate, perched water tables, or imperfect drainage, these soils are not suitable for installation of a conventional on-site system without site modifications, special designs or installation. Non-conventional systems and installation must be approved by the local Environmental Health Specialist.

F - Because of soil limitations, these soils are unsuitable for installation of an on-site system.

J - These soils commonly have percolation rates that are too slow for installation of a conventional on-site system without special design or installation. Non-conventional system design and installation must be approved by the local Environmental Health Specialist.

There is no hydric soils in the area soil mapped, therefore there is no wetlands.

---

Site Specific Notes:

Make sure the proposed adsorption field area is protected during construction of the home and is not allowed to become a storage area for fill dirt, or used for trash pits. Keep heavy equipment from parking or driving on the adsorption field area. Do not install adsorption fields during wet or rainy periods. Do manage surface water away from drain fields with gutters and swells.

Disclaimer:

Recommendations are site specific and if not followed will void this report. All recommendations are based on the original undisturbed soil unless otherwise stated. If the site is disturbed from cutting or filling after date of site visit, this report is null and void. Your local Department of Community Health holds full authority in the permitting of on-site disposal systems and may view the soil conditions differently than the Soil Classifier and will have the final say in their county.

SIGNED: [Signature]

02/13/2020
January 13, 2020

Effingham County Zoning Board
Springfield, GA 31329

Re: Wesley Shaw
    Goldkist Road, Clyo GA 31303
    Pin #420-21B
    Total Acres: 17.77 Acres to be rezoned: 17.77

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health has reviewed the request to rezone the above referenced tract of land from I-1-1 to AR-1. Final approval is given to the above referenced tract of land.

If there are any questions, please do not hesitate to call.

Sincerely,

[Signature]

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
STATE OF GEORGIA  
EFFINGHAM COUNTY  

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 420-21  

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 420-21 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, CLYO INVESTMENT COMPANY has filed an application for a conditional use, map and parcel number 420-21, located in the 3rd commissioner district, to operate a construction and demolition landfill and recycling center, and  

WHEREAS, a public hearing was held on January 19, 2010 notice of said hearing having been published in the Effingham County Herald on 12/29/09; 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 12/1/09; and  

IT IS HEREBY ORDAINED THAT map and parcel number 303-21 located in the 3rd commissioner district is granted a conditional use to operate a construction and demolition landfill and recycling center with the following stipulations:  

1. The landfill shall be approved by EPD.  
2. All buildings shall be renovated to current code, demolished, or secured to prevent injury.  
3. The bulk liquid tanks shall be inspected to ensure that they are still safe and not leaking. Any necessary repairs shall take place prior to any development.  
4. Soil testing shall be done throughout the site to check for existing pollution problems. Any existing problems shall be resolved prior to any development.  
5. The landfill shall be located at least 1000 feet from the Savannah River.  
6. The site shall adhere to the heavy industrial buffer requirements.  
7. The site shall meet all other conditions of the I-1 district.  
8. Any subdivision shall be approved by the Zoning Administrator and the Effingham County Health Department.  

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

This 2nd day of February 2010  

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA  

BY:  
C. D. Zoigle, Chairman  

ATTEST:  
PATRICE CRAWLEY  
COUNTY CLERK  

FIRST READING: 1/19/10  
SECOND READING: 2/12/10
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 (Wesley Shaw - Map# 420-21B) from I-1 to AR-1 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – January 27, 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 (Wesley Shaw - Map# 420-21B) from J-1 to AR-1 zoning.

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

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

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

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Planning Board Meeting – January 27, 2020

02/13/2020
EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL __________

Of the rezoning request by applicant (Wesley Shaw - Map# 420-21B) from I-1 to AR-1 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?

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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 27, 2020
EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

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<thead>
<tr>
<th>APPROVAL</th>
<th>DISAPPROVAL</th>
</tr>
</thead>
</table>

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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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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL______  DISAPPROVAL______

Of the rezoning request by applicant (Wesley Shaw - Map# 420-21B) from I-1 to AR-1 zoning.

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

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

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Yes  No?  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: Rezoning (Third District)
2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020

Item Description: Wesley Shaw requests a rezoning of 17.77 acres from I-1 to AR-1 to allow for a home site on Goldkist Road.
Map #420 Parcel #21B

Summary Recommendation
Approve the rezoning request with the following stipulations:
1. Lot must meet the requirements of the AR-1 zoning district.
2. Report on soil testing (2010 stipulation) for the site must be provided to Development Services.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.

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. Residential uses are prohibited in the I-1 zoning district. The property was part of a 203.55 acre parcel granted a conditional use, on February 2, 2010, to operate a construction and demolition landfill and recycling center. Stipulations included soil testing to check pollution levels throughout the 203.55 acre site.

Background
At the Planning Board meeting, Alan Zipperer made a motion to approve rezoning 17.77 acres from I-1 to AR-1 to allow for a home site on Goldkist Road with the following stipulations:
1. Lot must meet the requirements of the AR-1 zoning district.
2. Report on soil testing (2010 stipulation) for the site must be provided to Development Services.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.
Juanita Golden seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Approve rezoning a rezoning 17.77 acres from I-1 to AR-1 to allow for a home site on Goldkist Road with the following stipulations:
1. Lot must meet the requirements of the AR-1 zoning district.
2. Report on soil testing (2010 stipulation) for the site must be provided to Development Services.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.
Other Alternatives
Deny the request to rezone 17.77 acres from I-1 to AR-1 to allow for a home site on Goldkist Road.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

ATTACHMENT:
Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
420-21B
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
420-21B
AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, WESLEY SHAW, have filed an application to rezone seventeen and seventy-seven hundredths (17.77) +/- acres; from I-1 to AR-1 for a home site; map and parcel number 420-21B, located in the 3rd commissioner district, and
WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on January 29, 2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT seventeen and seventy-seven hundredths (17.77)+/- acres; map and parcel number 420-21B located in the 3rd commissioner district is rezoned from I-1 to AR-1 for a home site with the following stipulations:

1. Lot must meet the requirements of the AR-1 zoning district.
2. Report on soil testing (2010 stipulation) for the site must be provided to Development Services.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts 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 CORBITT, CHAIRMAN

ATTEST: ______________________________
FIRST/SECOND READING: ________________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Third District)  
Author: Diane Proudfoot, Zoning Administrator  
Department: Development Services – Planning & Zoning  
Meeting Date: February 18, 2020  
Item Description: Andrew Capwell requests a rezoning of 5 acres from I-1 to AR-1 to allow for a home site at 305 Goldkist Road. Map #420 Parcel #21B01

Summary Recommendation
Approve the rezoning request with the following stipulations:
1. Lot must meet the requirements of the AR-1 zoning district.
2. Report on soil testing (2010 stipulation) for the site must be provided to Development Services.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.

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. Residential uses are prohibited in the I-1 zoning district. The property was part of a 203.55 acre parcel granted a conditional use, on February 2, 2010, to operate a construction and demolition landfill and recycling center. Stipulations included soil testing to check pollution levels throughout the 203.55 acre site.

Background
At the Planning Board meeting, Alan Zipperer made a motion to approve rezoning 5 acres from I-1 to AR-1 to allow for a home site at 305 Goldkist Road with the following stipulations:
1. Lot must meet the requirements of the AR-1 zoning district.
2. Report on soil testing (2010 stipulation) for the site must be provided to Development Services.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.
Peter Higgins seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Approve rezoning a rezoning 5 acres from I-1 to AR-1 to allow for a home site 305 Goldkist Road with the following stipulations:
1. Lot must meet the requirements of the AR-1 zoning district.
2. Report on soil testing (2010 stipulation) for the site must be provided to Development Services.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.

Other Alternatives
Deny the request to rezone 5 acres from I-1 to AR-1 to allow for a home site at 305 Goldkist Road.
Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

Attachments:
1. Rezoning checklist
2. Rezoning application
3. Ownership certificate
4. Deed
5. Health Department Letter
6. Plat
7. Aerial photograph
8. 2010 Conditional Use Zoning Map Amendment
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 (Andrew Capwell - Map# 420-21B01) from I-1 to AR-1 zoning.

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

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

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

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

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

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

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

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

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant: ANDREW CAPWELL

DATE: 12/23/2019

Applicant email: ANDREW.CAPWELL@GMAIL.COM

Phone #: 912-663-6676

Property owner: ANDREW CAPWELL

Email: ANDREW.CAPWELL@GMAIL.COM

Telephone Number: (912) 663-6676

Mailing Address: 1144 CHIMNEY ROAD, RINCON, GA 31326

Property location: 305 GOLD RIST ROAD, CLYDE, GA 31303

Agent

Phone #

Agent email address

Present zoning: I-1

Proposed zoning: AR-1

Present land-use: VACANT

Proposed land-use: RESIDENTIAL

Tax Map #: 4 20

Parcel #: 21B01

Lot #

Total Acres: 5.0

Acres to be rezoned: 5.0

Lot characteristics: WOODED/RURAL

Water: WELL

Sewer: SEPTIC

Proposed access: EXISTING

Justification: WANT TO BUILD A RESIDENCE

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

North: RIVER

South: I-1

East: I-1

West: I-1
1. Describe the current use of the property you wish to rezone.

VACANT

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

NO

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

RESIDENTIAL

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

WOOD/RURAL

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 IMMEDIATE ADJACENT LOTS ARE REZONING TO BE RESIDENCE.

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 ________ 12/23/2019 ________, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book ___________ page ______________.

Owner’s signature

Owner’s signature

Owner’s signature
STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE made this 2nd day of October, 2017, between Clyo Investments, Inc., as party of the first part, hereinunder called Grantor, and Andrew W. Capwell and Sherrie Lynn Covington, as party of the second part, hereinunder 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 NO/100 DOLLARS ($10.00) 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 that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, being known as Parcel 2, as shown and more particularly described on that certain map or plat made by Adolph N. Mitchell, R.L.S. #1332, dated April 22, 2016, recorded in Plat Book 28, Page 170, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

Grantor hereby voluntarily grants, creates, conveys, and establishes a 60 foot perpetual easement for and in favor of Grantees and their successors and assigns for the purpose of vehicular and pedestrian ingress and egress to and from Parcel 2 which easement is designated as "Easement for Parcel 1 & 2" on the plat referenced above and recorded in Plat Book 28, Page 170, in the records of the Clerk of Superior Court of Effingham County, Georgia.

Subject however to all restrictive covenants, easements and rights-of-way of record.

Subject to that 60 foot wide access easement running across Parcel 2, as shown on that certain plat recorded in Plat Book 28, Page 170, aforesaid records.

This being a portion of the property conveyed by Warranty Deed from The Southern States Cooperative, Inc. to Clyo Investments, Inc., dated April 29, 2002, recorded in Deed Book 826, Page 245, aforesaid records.

This Deed is given subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, together 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 by, through and under the above named grantor.

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

Sworn to and subscribed before me this 2nd day of October, 2017.

Witness

Clyo Investments, Inc.

By: W. Gregg Howze, CEO

By: Paul Howze, Secretary

02/13/2020
January 3, 2020

Effingham County Zoning Board
Springfield, GA 31329

Re: Andrew Capwell
    305 Gold Kist Road, Clyo GA 31303
    Pin #420-21B01
    Total Acres: 5.0  Acres to be rezoned: 5.0

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 I-1 to AR-1. Preliminary approval is given to the above referenced tract of land with the following requirements:

1. Level III soils overlay on the Final plat with Soil Suitability Description

If there are any questions, please do not hesitate to call.

Sincerely,

[Signature]

Darrell M. O’Neal, MPA
Environmental Health County Manager
Effingham County Health Department
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 420-21

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 420-21 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, C.L.O. INVESTMENT COMPANY has filed an application for a conditional use, map and parcel number 420-21, located in the 3rd commissioner district, to operate a construction and demolition landfill and recycling center, and

WHEREAS, a public hearing was held on January 19, 2010 notice of said hearing having been published in the Effingham County Herald on 12/29/09, 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 12/1/09; and

IT IS HEREBY ORDAINED THAT map and parcel number 303-21 located in the 3rd commissioner district is granted a conditional use to operate a construction and demolition landfill and recycling center with the following stipulations:

1. The landfill shall be approved by EPD.
2. All buildings shall be renovated to current code, demolished, or secured to prevent injury.
3. The bulk liquid tanks shall be inspected to ensure that they are still safe and not leaking. Any necessary repairs shall take place prior to any development.
4. Soil testing shall be done throughout the site to check for existing pollution problems. Any existing problems shall be resolved prior to any development.
5. The landfill shall be located at least 1000 feet from the Savannah River.
6. The site shall adhere to the heavy industrial buffer requirements.
7. The site shall meet all other conditions of the I-1 district.
8. Any subdivision shall be approved by the Zoning Administrator and the Effingham County Health Department.

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

This 2nd day of February, 2010

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: C. D. Zeigler, Chairman

FIRST READING: 1/19/10
SECOND READING: 2/12/10

PATRICE CRAWLEY
COUNTY CLERK
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 (Andrew Capwell - Map# 420-21B01) from LI to AR-1 zoning.

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

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

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

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

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

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

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

Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?
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 (Andrew Capwell - Map# 420-21B01) from I-1 to AR-1 zoning.

Yes ☑ No ☐ 1. Is this proposal inconsistent with the county’s master plan?

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

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

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

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

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

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

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

Planning Board Meeting – January 27, 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 (Andrew Capwell - Map# 420-21B01) from L-1 to AR-1 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 27, 2020

TSLAS 1/27/2020
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:

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>DISAPPROVAL</th>
</tr>
</thead>
</table>

Of the rezoning request by applicant (Andrew Capwell - Map# 420-21B01) from I-1 to AR-1 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – January 27, 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 (Andrew Capwell - Map# 420-21B01) from L-1 to AR-1 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – January 27, 2020
Staff Report

Subject: Rezoning (Third District)

2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator

Department Development Services – Planning & Zoning

Meeting Date: February 18, 2020

Item Description: Andrew Capwell requests a rezoning of 5 acres from I-1 to AR-1 to allow for a home site at 305 Goldkist Road. Map #420 Parcel #21B01

Summary Recommendation
Approve the rezoning request with the following stipulations:
1. Lot must meet the requirements of the AR-1 zoning district.
2. Report on soil testing (2010 stipulation) for the site must be provided to Development Services.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.

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. Residential uses are prohibited in the I-1 zoning district. The property was part of a 203.55 acre parcel granted a conditional use, on February 2, 2010, to operate a construction and demolition landfill and recycling center. Stipulations included soil testing to check pollution levels throughout the 203.55 acre site.

Background
At the Planning Board meeting, Alan Zipperer made a motion to approve rezoning 5 acres from I-1 to AR-1 to allow for a home site at 305 Goldkist Road with the following stipulations:
1. Lot must meet the requirements of the AR-1 zoning district.
2. Report on soil testing (2010 stipulation) for the site must be provided to Development Services.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.

Peter Higgins seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Approve rezoning a rezoning 5 acres from I-1 to AR-1 to allow for a home site 305 Goldkist Road with the following stipulations:
1. Lot must meet the requirements of the AR-1 zoning district.
2. Report on soil testing (2010 stipulation) for the site must be provided to Development Services.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts permitted by USACE.
Other Alternatives
Deny the request to rezone 5 acres from I-1 to AR-1 to allow for a home site at 305 Goldkist Road.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

ATTACHMENT:
Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 420-21B01

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 420-21B01

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, ANDREW CAPWELL, have filed an application to rezone five (5.00) +/- acres; from I-1 to AR-1 for a home site; map and parcel number 420-21B, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on January 29, 2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT five (5.00) +/- acres; map and parcel number 420-21B01 located in the 3rd commissioner district is rezoned from I-1 to AR-1 for a home site with the following stipulations:

1. Lot must meet the requirements of the AR-1 zoning district.
2. Report on soil testing (2010 stipulation) for the site must be provided to Development Services.
3. Future site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts 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 CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: ____________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Variance (Fourth District)
Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: Beacon Builders requests a variance to waive the requirement to install sidewalks in Barrister Landing, which will be located at the rear of the existing Barrister Crossing subdivision on Courthouse Road.
Map #347 Parcel #8

Summary Recommendation
Denial, the safety and welfare of the residents of the development is a priority, and sidewalks would correspond with the Effingham County Mission Statement to provide a safe and healthy environment to promote a high quality of life for our citizens.

Executive Summary
The request for a variance refers to Appendix B-Subdivision Regulations, Article VI.-Required Improvements, Section 6.1 of the Code of Ordinances, which allows the sidewalk requirement to be waived by the Board of Commissioners. The Commissioners denied a request to waive the sidewalk requirement for another development at their January 21, 2020 meeting. There are no sidewalks in the existing Barrister Crossing.

Background
At the Planning Board meeting, Brad Smith made a motion to deny the variance to waive the requirement to install sidewalks in Barrister Landing, located at the rear of Barrister Crossing on Courthouse Road. Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Denial, the safety and welfare of the residents of the development is a priority, and sidewalks would correspond with the Effingham County Mission Statement to provide a safe and healthy environment to promote a high quality of life for our citizens.

Other Alternatives
Approve the variance to waive the requirement to install sidewalks in Barrister Landing, located at the rear of Barrister Crossing on Courthouse Road

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department.

FUNDING: N/A

Attachments:
1. Variance Application
2. Ownership certification
3. Site plan
4. Plat survey
5. Aerial photograph
EFFINGHAM COUNTY
APPLICATION FOR A VARIANCE OR CONDITIONAL USE

APPLICANT NAME  Corde Wilson / Beacon Builders, INC.

MAILING ADDRESS  7370 Hodgson Memorial Drive, Suite D10, Savannah GA 31406

PROPERTY OWNER  Beacon New Homes LLC

LOCATION  Courthouse Road, Guyton GA 31312

MAP #  347  PARCEL #  03470008

ZONING  R-1  ACREAGE  94.1

PHONE #  912-313-0873

NAME OF DEVELOPMENT  Barrister Landing

SECTION NUMBER(S) OF THE ORDINANCE FROM WHICH A VARIANCE/CONDITIONAL USE IS REQUESTED
Appendix B - Article VI - Section 6.1

DESCRIBE THE REQUESTED VARIANCE OR CONDITIONAL USE
A variance is requested so that sidewalks may be omitted from the proposed development.

EXPLAIN WHY THE VARIANCE IS REQUESTED
A variance is requested in order to maintain continuity with the surrounding neighborhoods as sidewalks are not provided in the adjacent neighborhoods.
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 DESIRED, ADDITIONAL NARRATIVE THAT EXPLAINS HOW AND WHY THE REQUESTED VARIANCE OR CONDITIONAL USE MEETS THE CRITERIA OF SECTION 7.1.8 & 7.1.6 OF THE EPPINGHAM 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 ___________ TRACKING NUMBER _______
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 [12/18/19], on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2504 page 164.

Owner’s signature

Owner’s signature

Owner’s signature
BARRISTER LANDING
EFFINGHAM COUNTY, GA

Variance Request Narrative
J-27137.001
December 16, 2019

Beacon Builders, Inc. proposed the development of Barrister Landing a +/-94 acre residential subdivision consisting of 81 single family lots. The property is located off of Barrister Circle and access to the property is gained through the existing Julian court. This proposed development strives to conform to the regulations set forth by the Effingham county zoning ordinance. However, variances are requested from the following sections Appendix B – Article VI – Section 6.1 & 75 – 55.

A variance is requested from the Effingham County Board of Commissioners to allow the omission of sidewalk with the proposed project for the following reasons.

• Barrister crossing is an existing residential subdivision that adjacent to the proposed site which has no sidewalk, it is our opinion that it is important to maintain consistency and continuity with the existing adjacent neighborhoods.
• Pedestrian safety has been considered and because there are no proposed amenities or existing points of interest in a reasonable walking distance from the site foot traffic would be extremely minimal and the sidewalk rendered redundant.
• In an attempt to minimize the impact that the proposed development has on the environment impervious area has been minimized to the maximum extent practicable. Adding sidewalk on one side of the roads would equate to approximately 24,585 square feet of impervious area and significantly increase the runoff generated by the site in storm events.

An additional variance is requested to allow the omission of a reuse system. The benefit of providing a reuse system to reduce the demand for potable water for irrigation is noted. However, it is our opinion that it is not feasible to provide a reuse system with the proposed project because of the geographical location of the site. The closest existing reuse main is located approximately 3.6 miles from the site. Therefore, the cost of providing the necessary infrastructure to service the site is significant.
Staff Report

Subject: Variance (Fourth District)

2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator

Department: Development Services – Planning & Zoning

Meeting Date: February 18, 2020

Item Description: Beacon Builders requests a variance to waive the requirement to install sidewalks in Barrister Landing, which will be located at the rear of the existing Barrister Crossing subdivision on Courthouse Road.

Map #347 Parcel #8

Summary Recommendation

Denial, the safety and welfare of the residents of the development is a priority, and sidewalks would correspond with the Effingham County Mission Statement to provide a safe and healthy environment to promote a high quality of life for our citizens.

Executive Summary

The request for a variance refers to Appendix B-Subdivision Regulations, Article VI.- Required Improvements, Section 6.1 of the Code of Ordinances, which allows the sidewalk requirement to be waived by the Board of Commissioners. The Commissioners denied a request to waive the sidewalk requirement for another development at their January 21, 2020 meeting. There are no sidewalks in the existing Barrister Crossing.

Background

At the Planning Board meeting, Brad Smith made a motion to deny the variance to waive the requirement to install sidewalks in Barrister Landing, located at the rear of Barrister Crossing on Courthouse Road. Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives

Recommended Alternative: Denial, the safety and welfare of the residents of the development is a priority, and sidewalks would correspond with the Effingham County Mission Statement to provide a safe and healthy environment to promote a high quality of life for our citizens.

Other Alternatives

Approve the variance to waive the requirement to install sidewalks in Barrister Landing, located at the rear of Barrister Crossing on Courthouse Road.

Department Review

Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department.

FUNDING: N/A

ATTACHMENT: Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 347-8
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 347-8
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, BEACON BUILDERS, has filed an application for a variance to waive the requirement to install sidewalks in Barrister Landing; map and parcel number 347-8, located in the 4th commissioner district; and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on 1/29/2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT a variance to waive the requirement to install sidewalks in Barrister Landing; Map and Parcel number 347-8, located in the 4th commissioner district is approved.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ________________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: ________________________________
FIRST/SECOND READING: ________________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Variance (First District)
Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: Beacon Builders requests a variance to waive the requirement to install reuse water lines in Barrister Landing, which will be located at the rear of the existing Barrister Crossing subdivision on Courthouse Road. Map #347 Parcel #8

Summary Recommendation
Approve, as this proposed phase is at the rear of the existing subdivision, and it is infeasible to extend reuse line infrastructure through the existing phases to reach Courthouse Road.

Executive Summary
Pursuant to Chapter 75 Utilities, Article II. Water and Sewer User Charges, Section 75-55 Reuse Water Lines: All new developments (defined as major subdivisions, commercial or industrial projects) proposed to be served by public or private sewage services shall install purple pipe reuse lines within the development. This subdivision will be served by a private water provider, and a community septic system. The existing phase of the subdivision does not have reuse water line infrastructure. Chapter 75 Utilities, Article I. In General, Section 75-1, Required Connection to Water, Sewer and Water Reuse Lines: Major subdivisions, as defined in the subdivision regulations, commercial or industrial developments shall be required to connect to county water, sewer, and reuse water lines if such lines are located within 1,000 feet of the property line…. The requirement to connect to water, sewer and reuse lines as stated in this section may be waived by the board of commissioners if they determine that the cost of extending the water, sewer and reuse lines outweighs the public benefit or there are circumstances unique to the project that make the extensions infeasible. During site development plan review process, county engineers (EOM) directed applicant to include reuse water line infrastructure per the ordinance.

Background
At the Planning Board meeting, Brad Smith made a motion to approve the variance to waive the requirement to install reuse water lines in Barrister Landing, located at the rear of Barrister Crossing on Courthouse Road. Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Approve, as this proposed phase is at the rear of the existing subdivision, and it is infeasible to extend reuse line infrastructure through the existing phases to reach Courthouse Road.

Other Alternatives
Deny variance to waive the requirement to install reuse water lines in Barrister Landing, which will be located at the rear of the existing Barrister Crossing subdivision on Courthouse Road.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

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

APPLICANT NAME  Corde Wilson / Beacon Builders, INC.

MAILING ADDRESS
7370 Hodgson Memorial Drive, Suite D10, Savannah GA 31406

PROPERTY OWNER  Beacon New Homes LLC

LOCATION  Courthouse Road, Guyton GA 31312

MAP #  347  PARCEL #  03470008

ZONING  R-1  ACREAGE  94.1

PHONE #  912-313-0873

NAME OF DEVELOPMENT  Barrister Landing

SECTION NUMBER(S) OF THE ORDINANCE FROM WHICH A VARIANCE/CONDITIONAL USE IS REQUESTED
Section 75 - 55

DESCRIBE THE REQUESTED VARIANCE OR CONDITIONAL USE
A variance is requested so that a reuse system may be omitted from the proposed development.

EXPLAIN WHY THE VARIANCE IS REQUESTED
A variance is requested due to the fact that the nearest existing reuse main is over 3.5 miles from the site. The infrastructure cost associated with extending the service area of this reuse system to serve the site would be significant.
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 DESIRED, ADDITIONAL NARRATIVE THAT EXPLAINS 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 2/10/19

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

*****************************************************************************
OFFICIAL USE ONLY

DATE RECEIVED ___________ TIME _______________
ACCEPTED BY _______________ TRACKING NUMBER ________
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 12/18/19, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2504 page 164.

Owner’s signature

Owner’s signature

Owner’s signature
BARRISTER LANDING

EFFINGHAM COUNTY, GA

Variance Request Narrative

J-27137.001

December 16, 2019

Beacon Builders, Inc. proposed the development of Barrister Landing a +/-94 acre residential subdivision consisting of 81 single family lots. The property is located off of Barrister Circle and access to the property is gained through the existing Julian court. This proposed development strives to conform to the regulations set forth by the Effingham county zoning ordinance. However, variances are requested from the following sections Appendix B – Article VI – Section 6.1 & 75 – 55.

A variance is requested from the Effingham County Board of Commissioners to allow the omission of sidewalk with the proposed project for the following reasons.

- Barrister crossing is an existing residential subdivision that adjacent to the proposed site which has no sidewalk, it is our opinion that it is important to maintain consistency and continuity with the existing adjacent neighborhoods.
- Pedestrian safety has been considered and because there are no proposed amenities or existing points of interest in a reasonable walking distance from the site foot traffic would be extremely minimal and the sidewalk rendered redundant.
- In an attempt to minimize the impact that the proposed development has on the environment impervious area has been minimized to the maximum extent practicable. Adding sidewalk on one side of the roads would equate to approximately 24,585 square feet of impervious area and significantly increase the runoff generated by the site in storm events.

An additional variance is requested to allow the omission of a reuse system. The benefit of providing a reuse system to reduce the demand for potable water for irrigation is noted. However, it is our opinion that it is not feasible to provide a reuse system with the proposed project because of the geographical location of the site. The closest existing reuse main is located approximately 3.6 miles from the site. Therefore, the cost of providing the necessary infrastructure to service the site is significant.
Staff Report

Subject: Variance (First District)

2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator

Department: Development Services – Planning & Zoning

Meeting Date: February 18, 2020

Item Description: Beacon Builders requests a variance to waive the requirement to install reuse water lines in Barrister Landing, which will be located at the rear of the existing Barrister Crossing subdivision on Courthouse Road.

Map #347 Parcel #8

Summary Recommendation

Approve, as this proposed phase is at the rear of the existing subdivision, and it is infeasible to extend reuse line infrastructure through the existing phases to reach Courthouse Road.

Executive Summary

Pursuant to Chapter 75 Utilities, Article II. Water and Sewer User Charges, Section 75-55 Reuse Water Lines: All new developments (defined as major subdivisions, commercial or industrial projects) proposed to be served by public or private sewage services shall install purple pipe reuse lines within the development. This subdivision will be served by a private water provider, and a community septic system. The existing phase of the subdivision does not have reuse water line infrastructure. Chapter 75 Utilities, Article I. In General, Section 75-1, Required Connection to Water, Sewer and Water Reuse Lines: Major subdivisions, as defined in the subdivision regulations, commercial or industrial developments shall be required to connect to county water, sewer, and reuse water lines if such lines are located within 1,000 feet of the property line…. The requirement to connect to water, sewer and reuse lines as stated in this section may be waived by the board of commissioners if they determine that the cost of extending the water, sewer and reuse lines outweighs the public benefit or there are circumstances unique to the project that make the extensions infeasible. During site development plan review process, county engineers (EOM) directed applicant to include reuse water line infrastructure per the ordinance.

Background

At the Planning Board meeting, Brad Smith made a motion to approve the variance to waive the requirement to install reuse water lines in Barrister Landing, located at the rear of Barrister Crossing on Courthouse Road. Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives

Recommended Alternative: Approve, as this proposed phase is at the rear of the existing subdivision, and it is infeasible to extend reuse line infrastructure through the existing phases to reach Courthouse Road.

Other Alternatives

Deny variance to waive the requirement to install reuse water lines in Barrister Landing, which will be located at the rear of the existing Barrister Crossing subdivision on Courthouse Road.
Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

ATTACHMENT:
Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 347-8
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 347-8
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, BEACON BUILDERS, has filed an application for a variance to waive the requirement to install reuse water lines in Barrister Landing; map and parcel number 347-8, located in the 4th commissioner district; and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on 1/29/2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT a variance to waive the requirement to install reuse water lines in Barrister Landing; Map and Parcel number 347-8, located in the 4th commissioner district is approved.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ______________
WESLEY CORBITT, CHAIRMAN

ATTEST: __________________________
FIRST/SECOND READING: ______________

_________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Variance (Fourth District)
Author: Diane Proudfoot, Zoning Administrator
Department: Development Services – Planning & Zoning
Meeting Date: February 18, 2020
Item Description: Shirley Calvert requests a variance to allow a camper as a temporary residence while she obtains a mobile home at 200 Tommy Long Road. The applicant has not applied for a building permit to install a mobile home. Map #459 Parcel #50A

Summary Recommendation
Staff recommendation for the January 27, 2020 Planning Board meeting was to deny as applicant had not submitted an application for a building permit. Ms. Calvert submitted an application for a mobile home the afternoon of the Planning Board meeting. The issuance of the actual permit is pending approval by the Health Department and Tax Assessor. In the light of the submission of the application for a mobile home, staff would recommend approval with stipulation: The camper may be occupied for up to 6 months, and must be disconnected from septic system and vacated upon approval of the final inspection for the new dwelling.

Executive Summary
Appendix C, Article III, Section 3.21.1 prohibits camping and recreational equipment from being occupied for living purposes. The only exception to this is found under Section 3.44 of the zoning ordinance which authorizes a camper or trailer to be used as a temporary dwelling only when repairs to the primary residence are necessary due to damage caused by natural disaster or accidental fire. In the past, the use of campers as a temporary dwelling has also been authorized, through variance approval, when a building permit application is on file.

Background
At the Planning Board meeting, Brad Smith made a motion to approve the variance to allow a camper for a temporary residence for six months. Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Approval of the variance to allow a camper as a temporary residence while she obtains a mobile home with the following stipulation:
1. The camper may be occupied for up to 6 months for the installation of the mobile home.

Other Alternatives
Deny the variance to allow a camper as a temporary residence while she obtains a mobile home.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

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

APPLICANT NAME  Shirley Calvert

MAILING ADDRESS  208 Wood Duck Way Springfield, GA 31329

PROPERTY OWNER  Shirley Calvert

LOCATION  200 Tommy Long Rd.

MAP # 459  PARCEL # 50A

ZONING  AB-2  ACREAGE  1.43

PHONE # 912-515-5305

NAME OF DEVELOPMENT

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

DESCRIBE THE REQUESTED VARIANCE OR CONDITIONAL USE

To park a motorhome until I can purchase a mobile home.

EXPLAIN WHY THE VARIANCE IS REQUESTED

I purchased a mobile home that I can't get a title for, I can't find the VIN number. I need to have my sewer line in the motor home until I can purchase another mobile home or resolve the issue of the one I have already purchased.
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 DESIRED, ADDITIONAL NARRATIVE THAT EXPLAINS 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 12-3-2019

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

OFFICIAL USE ONLY

DATE RECEIVED TIME

ACCEPTED BY TRACKING NUMBER

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 **NOV 26, 2019**, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 19 page 259.

Owner’s signature _____________________

Owner’s signature _____________________

Owner’s signature _____________________
Brannen, Searcy & Smith, LLP  
P.O. Box 8002  
Savannah, GA 31412  
9702.8186

STATE OF GEORGIA  
COUNTY OF CHATHAM

EXECUTOR’S DEED

THIS INDENTURE, made the 26th of November, 2019, between Miriam Cross Grace, as Executor of the Estate of Wayne Russell Cross, also known as Wayne R. Cross, late of the State of Georgia, deceased, of the First Part (hereinafter referred to as "Grantor") and Shirley Calvert, (hereinafter 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: Grantors (acting under and by virtue of the power and authority contained in the said will, the same having been duly probated and recorded in the Probate Court of Effingham County, Georgia, and a copy of the Final Order allowing the sale of the subject property conveyed herein being attached hereto as Exhibit “A,” for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, convey and confirm unto said Grantee the following described real property:

ALL that certain tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing One and forty-three hundredths (1.43) acres, more or less, and being known and designated as Parcel Two (2) as shown on the plat hereinafter referred to. Said parcel of land being bounded on the north by Parcel 1 as shown on said plat hereinafter referred to; on the east by an existing access road; on the south by lands of James J. Rooker, et. al. and on the west-southwest by lands now or formerly of Thomas O. Long.

Express reference is hereby made to a plat of said lands made by Paul D. Wilder, R.L.,S, #1559, dated October 18, 1985 and recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Record Book 19, page 259, for better determining the metes and bounds of said lands herein conveyed. Subject to any Easements or Restrictions of Record.
TO HAVE AND TO HOLD 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 said Grantee forever in FEE SIMPLE, in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the said deceased.

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

Signed, sealed, and delivered
in the presence of:

______________________________  ______________________________
Witness                                             Miriam Cross Grace, as Executor of the Estate of

______________________________  ______________________________
Notary Public                                             Wayne Russell Cross, also known as Wayne R. Cross
EXHIBIT "A"

IN THE PROBATE COURT OF EFFINGHAM COUNTY
STATE OF GEORGIA

IN RE: ESTATE OF
WAYNE RUSSELL CROSS DECEASED

ESTATE NO. 2014-6648W

FINAL ORDER

The petition of Miriam Cross Grace, as Executrix of the estate of the above-named Decedent, for Leave to Sell Property was filed. The Court finds that all of the (heirs) were served or acknowledged service. The Court further finds that no objection has been filed and all requirements of law have been fulfilled. The Court further finds that the purpose of the transaction is lawful and that the proposed transaction is fair and is in the best interest of the estate.

ACCORDINGLY, IT IS ORDERED that the said Petitioner, as Executrix of said estate, is authorized to sell the property described in the Petition upon the terms set forth in said Petition. 200 Tommy Long Road, Purchased Price $36,000.00

SO ORDERED THIS 31st day of November, 2019, Nunc Pro Tunc November 5, 2019

Beth Rahn Mosley
BETH RAHN MOSLEY, PROBATE JUDGE
EFFINGHAM COUNTY PROBATE COURT
<table>
<thead>
<tr>
<th>TO:</th>
<th>FROM:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBJECT:</td>
<td>16/3/05</td>
</tr>
<tr>
<td>DATE:</td>
<td>Read</td>
</tr>
</tbody>
</table>

![Diagram of Delta Life Inter-Office Correspondence with annotations and measurements.](Image)
## Mobile Home Permit Application

**Owner Information / Mobile Home Mover Information**

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner</td>
<td>Shirley Calvert</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>808 Wood Duck Way, Springfield, GA</td>
</tr>
<tr>
<td>Home Phone</td>
<td>912-330-8261</td>
</tr>
<tr>
<td>Work Phone</td>
<td>912-516-5505</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:shirleywhite65@yahoo.com">shirleywhite65@yahoo.com</a></td>
</tr>
<tr>
<td>Dealer / Seller</td>
<td>Gregory &amp; Joyce Shinnall</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>165 Dr. Blitch Dr, GA</td>
</tr>
<tr>
<td>Contact Phone</td>
<td>912-858-8917</td>
</tr>
<tr>
<td>Mobile Home Installer License #</td>
<td>343311</td>
</tr>
</tbody>
</table>

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

Signature of Owner, Contractor or Authorized Agent: Shirley Calvert
Print Name: Shirley Calvert
Date: 1-27-2020

□ Mobile Permit Application Completed  □ Site Plan  □ OSSMS Application Completed (must be completed if septic and drain field are located on property)
Staff Report

Subject: Variance (Fourth District)

2nd Reading Zoning Map Amendment

Author: Diane Proudfoot, Zoning Administrator

Department: Development Services – Planning & Zoning

Meeting Date: February 18, 2020

Item Description: Shirley Calvert requests a variance to allow a camper as a temporary residence while she obtains a mobile home at 200 Tommy Long Road. The applicant has not applied for a building permit to install a mobile home.

Map #459 Parcel #50A

Summary Recommendation
Staff recommendation for the January 27, 2020 Planning Board meeting was to deny as applicant had not submitted an application for a building permit. Ms. Calvert submitted an application for a mobile home the afternoon of the Planning Board meeting. The issuance of the actual permit is pending approval by the Health Department and Tax Assessor. In the light of the submission of the application for a mobile home, staff would recommend approval with stipulation: The camper may be occupied for up to 6 months, and must be disconnected from septic system and vacated upon approval of the final inspection for the new dwelling.

Executive Summary
Appendix C, Article III, Section 3.21.1 prohibits camping and recreational equipment from being occupied for living purposes. The only exception to this is found under Section 3.44 of the zoning ordinance which authorizes a camper or trailer to be used as a temporary dwelling only when repairs to the primary residence are necessary due to damage caused by natural disaster or accidental fire. In the past, the use of campers as a temporary dwelling has also been authorized, through variance approval, when a building permit application is on file.

Background
At the Planning Board meeting, Brad Smith made a motion to approve the variance to allow a camper for a temporary residence for six months. Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives
Recommended Alternative: Approval of the variance to allow a camper as a temporary residence while she obtains a mobile home with the following stipulation:

1. The camper may be occupied for up to 6 months for the installation of the mobile home.

Other Alternatives
Deny the variance to allow a camper as a temporary residence while she obtains a mobile home.

Department Review
Petition reviewed by Teresa Concannon, Planner; Diane Proudfoot, Zoning Administrator and County Health Department

FUNDING: N/A

ATTACHMENT: Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 459-50A
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 459-50A
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, SHIRLEY CALVERT, has filed an application for a variance to allow a camper as a temporary residence while a mobile is being obtained; map and parcel number 459-50A, located in the 4th commissioner district; and

WHEREAS, a public hearing was held on February 18, 2020 and notice of said hearing having been published in the Effingham County Herald on 1/29/2020; 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 1/27/2020; and

IT IS HEREBY ORDAINED THAT a variance to allow a camper as a temporary residence while a mobile is being obtained; Map and Parcel number 459-50A, located in the 4th commissioner district is approved with the following stipulation:

1. The camper may be occupied for up to 6 months for the installation of the mobile home.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ______________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: ______________________________
FIRST/SECOND READING: ___________

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

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

**PLEASE TURN OFF YOUR CELL PHONE**

<table>
<thead>
<tr>
<th>Items of Business</th>
<th>Action Requested of Commissioners</th>
<th>Previous Action of Commissioners</th>
<th>Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>I Call to Order</td>
<td>5:00 p.m.</td>
<td>Vice Chairman Deloach</td>
<td></td>
</tr>
<tr>
<td>II Invocation</td>
<td></td>
<td>Vice Chairman Deloach</td>
<td></td>
</tr>
<tr>
<td>III Pledge to the American Flag</td>
<td></td>
<td>Stated by Vice Chairman</td>
<td></td>
</tr>
<tr>
<td>IV Agenda Approval</td>
<td>Consideration of a Resolution to approve the agenda</td>
<td>Approved w/ changes</td>
<td></td>
</tr>
<tr>
<td>V Minutes</td>
<td>Consideration to approve the February 4, 2020 Regular Commission Meeting minutes, February 8, 2020 and February 9, 2020 board retreat 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 Chairman</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>Stated by Vice Chairman</td>
<td></td>
</tr>
<tr>
<td>VIII Consent Agenda</td>
<td><strong>01 Agreement</strong> Consideration to approve to auto renew the Public Wi-Fi Service Agreement with Planters Communications, LLC for a one year period</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>02 Agreement</strong> Consideration to approve to auto renew the Probation Services Agreement with the City of Guyton</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>03 Agreement</strong> Consideration to approve to auto renew the Probation Services Agreement with the City of Springfield</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>04 Agreement</strong> Consideration to approve to auto renew the Probation Services Agreement with the State Court of Effingham County</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>05 Agreement</strong> Consideration to approve to auto renew the</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td>IX Old Business</td>
<td></td>
<td></td>
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<td>-----------------</td>
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</tr>
<tr>
<td><strong>01 Plat/Deed</strong></td>
<td><strong>Teresa Concannon</strong></td>
<td>Consideration to approve a Final Plat and Warranty Deed for Park West, Phase 4C-2 located off of Noel C. Conaway Road, consisting of 20 lots Map# 419 Parcel# 2</td>
<td>Postponed 02/04/2020</td>
</tr>
<tr>
<td><strong>02 Budget</strong></td>
<td><strong>Christy Carpenter</strong></td>
<td>Consideration to approve a Resolution to amend the 2019-2020 Budget</td>
<td>Postponed 02/04/220</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>X New Business</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>01 Application</strong></td>
<td><strong>Clint Hodges</strong></td>
<td>Consideration to approve to authorize the Chairman and the EMA Director to sign and submit a Grant Application to the Georgia Emergency Management Agency (GEMA) for funding to update the Effingham County Multi-Jurisdictional Hazard Mitigation Plan</td>
</tr>
<tr>
<td><strong>02 Contract</strong></td>
<td><strong>Neal Groover</strong></td>
<td>Consideration to approve a Contract with Schneider/Qpublic to allow for online services to Tax Assessor information</td>
</tr>
<tr>
<td><strong>03 Audit-Appointment</strong></td>
<td><strong>Teresa Concannon</strong></td>
<td>Consideration to approve a nomination to appoint Brett Bennett as representative to the Coastal Region Metropolitan Planning Organization Board – Citizen Advisory Committee</td>
</tr>
<tr>
<td><strong>04 Resolution</strong></td>
<td><strong>Alison Bruton</strong></td>
<td>Consideration to approve a Resolution of Surplus</td>
</tr>
<tr>
<td><strong>05 Change Order</strong></td>
<td><strong>Eric Larson</strong></td>
<td>Consideration to approve Change Order# 1 for an Extension of a Contract with UHK, LLC for the Indigo Road Project</td>
</tr>
<tr>
<td><strong>06 Change Order</strong></td>
<td><strong>Eric Larson</strong></td>
<td>Consideration to approve a Change order for Parker Engineering for additional Engineering Services for the Fort Howard/Old Augusta Road Roundabout</td>
</tr>
<tr>
<td><strong>07 Policy</strong></td>
<td><strong>Alison Bruton</strong></td>
<td>Consideration to approve Addendum No. 14 to the Effingham County Financial Policy</td>
</tr>
<tr>
<td><strong>08 Contract</strong></td>
<td><strong>Alison Bruton</strong></td>
<td>Consideration to approve to issue a Contract to Lane Brothers Auctions, LLC for 2020 Surplus Auction Services</td>
</tr>
<tr>
<td><strong>09 Agreement</strong></td>
<td><strong>Alison Bruton</strong></td>
<td>Consideration to approve to ratify the Lease Agreement with Ricoh USA, Inc. for copiers</td>
</tr>
<tr>
<td><strong>10 Contract</strong></td>
<td><strong>Alison Bruton</strong></td>
<td>Consideration to approve the amended Contract with Hussey Gay Bell for professional services for Hodgeville Lift Station# 4</td>
</tr>
<tr>
<td><strong>11 Travel</strong></td>
<td><strong>Stephanie Johnson</strong></td>
<td>Consideration to approve to Commissioner Training/Travel for the ACCG 2020 Annual Conference</td>
</tr>
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</tr>
<tr>
<td>12 Deed</td>
<td>Tim Callanan</td>
<td>Consideration to approve a Deed to accept a Right of Way Deed between Effingham County Board of Commissioners and the Effingham County Industrial Development Authority related to a property located on McCall Road</td>
</tr>
<tr>
<td>13 Agreement</td>
<td>Tim Callanan</td>
<td>Consideration to approve an Intergovernmental Agreement between the Effingham County Board of Commissioners and the City of Rincon for temporary water service to the A &amp; R Logistics site located off of McCall Road</td>
</tr>
</tbody>
</table>
|XI Reports from Administrative Staff & Commissioners | | | T. Callanan  
S. Johnson  
Comm. Deloach  
Comm. Burdette  
Comm. Floyd |
<p>|XII Executive Session | Discussion of Personnel, Property and Pending Litigation | No executive session held |
|XIII Executive Session Minutes | Consideration to approve the February 4, 2020 and February 8, 2020 executive session meeting minutes | Approved as read |
|XIV Planning Board | 6:00 PM |   |
|01A Public Hearing | The Planning Board recommends approving an application by Linda Heidt to rezone two (2) acres out of a 15.02 acre parcel located at 2954 Springfield Egypt Road from AR-1 to AR-2 Map# 290 Parcel# 1 in the Third District | Approved w/ stipulations |
|01B Second Reading | Consideration to approve the Second Reading of an application by Linda Heidt to rezone two (2) acres out of a 15.02 acre parcel located at 2954 Springfield Egypt Road from AR-1 to AR-2 Map# 290 Parcel# 1 in the Third District | Approved 2nd Reading |
|01 Public Hearing | The Planning Board recommends approving an application by DEA Construction, Inc to rezone 18.78 acres located at 3201 Sandhill Road from I-1 to R-1 for a five lot subdivision Map# 301 Parcel# 41, 42 in the First District | Approved w/ stipulations |
|02 Second Reading | Consideration to approve the Second Reading of an application by DEA Construction, Inc to rezone 18.78 acres located at 3201 Sandhill Road from I-1 to R-1 for a five lot subdivision Map# 301 Parcel# 41, 42 in the First District | Approved 2nd Reading |
|03 Sketch Plan | The Planning Board recommends approving an application by DEA Construction Inc for a Sketch Plan for Sandhill Road Subdivision located on Sandhill Road, consisting of five lots Map# 301 Parcel# 41, 42 in the First District | Approved w/ stipulations |</p>
<table>
<thead>
<tr>
<th>District</th>
<th>Public Hearing</th>
<th>Second Reading</th>
</tr>
</thead>
<tbody>
<tr>
<td>04</td>
<td>The Planning Board recommends denying approving an application by DEA Construction Inc. for a Variance to waive the sidewalk requirements for a five lot subdivision located on Sandhill Road Map# 301 Parcel# 41., 42 in the First District</td>
<td>Approved w/ stipulations</td>
</tr>
<tr>
<td>05</td>
<td>Consideration to approve the Second reading of an application by DEA Construction Inc. for a Variance to waive the sidewalk requirements for a five lot subdivision located on Sandhill Road Map# 301 Parcel# 41., 42 in the First District</td>
<td>Postponed to 03/03/2020</td>
</tr>
<tr>
<td>06</td>
<td>The Planning Board recommends approving an application by Elizabeth Moore for a Rural Business/Conditional Use to allow for a small lumber mill located at 332 Harvey Road Map# 303 Parcel# 31 in the First District</td>
<td>Denied</td>
</tr>
<tr>
<td>07</td>
<td>Consideration to approve the Second Reading of an application by Elizabeth Moore for a Rural Business/Conditional Use to allow for a small lumber mill located at 332 Harvey Road Map# 303 Parcel# 31 in the First District</td>
<td>Denied</td>
</tr>
<tr>
<td>08</td>
<td>The Planning Board recommends denying an application by South Georgia Custom Homes for a Variance to waive the sidewalk requirement in Emerald Plantation, Phase II located on Bluejay Road Map# 350 Parcel# 16 in the First District</td>
<td>Denied</td>
</tr>
<tr>
<td>09</td>
<td>Consideration to approve the Second Reading of an application by South Georgia Custom Homes for a Variance to waive the sidewalk requirement in Emerald Plantation, Phase II located on Bluejay Road Map# 350 Parcel# 16 in the First District</td>
<td>Denied</td>
</tr>
<tr>
<td>10</td>
<td>The Planning Board recommends denying approving an application by South Georgia Custom Homes for a Variance to waive the requirement to install reuse water lines in Emerald Plantation, Phase II located on Bluejay Road Map# 350 Parcel# 16 in the First District</td>
<td>Postponed to 03/17/2020</td>
</tr>
<tr>
<td>11</td>
<td>Consideration to approve the Second Reading of an application by South Georgia Custom Homes for a Variance to waive the requirement to install reuse water lines in Emerald Plantation, Phase II located on</td>
<td>Postponed to 03/17/2020</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Action</td>
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</tr>
<tr>
<td>12 Sketch Plan</td>
<td>The Planning Board recommends approving an application by South Georgia Custom Homes for a Sketch Plan for Emerald Plantation, Phase III, consisting of 17 lots located off of Bluejay Road Map# 350 Parcel# 16 in the First District</td>
<td>Approved</td>
</tr>
<tr>
<td>13 Public Hearing</td>
<td>The Planning Board recommends denying an application by South Georgia Custom Homes for a Variance to waive the sidewalk requirements in Emerald Plantation, Phase III located on Bluejay Road Map# 350 Parcel# 16 in the First District</td>
<td>Denied</td>
</tr>
<tr>
<td>14 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by South Georgia Custom Homes for a Variance to waive the sidewalk requirements in Emerald Plantation, Phase III located on Bluejay Road Map# 350 Parcel# 16 in the First District</td>
<td>Denied</td>
</tr>
<tr>
<td>15 Public Hearing</td>
<td>The Planning Board recommends denying an application by South Georgia Custom Homes for a Variance to waive the requirement to install reuse water lines in Emerald Plantation, Phase III located on Bluejay Road Map# 350 Parcel# 16 in the First District</td>
<td>Postponed 03/17/2020</td>
</tr>
<tr>
<td>16 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by South Georgia Custom Homes for a Variance to waive the requirement to install reuse water lines in Emerald Plantation, Phase III located on Bluejay Road Map# 350 Parcel# 16 in the First District</td>
<td>Postponed 03/17/2020</td>
</tr>
<tr>
<td>17 Public Hearing</td>
<td>The Planning Board recommends approving an application by ZC Timber, LLC to rezone 20+ acres of a 49.26 acre parcel located on Bluejay Road from AR-1 to I-1 for timber harvesting and mining Map# 351 Parcel# 6 in the First District</td>
<td>Approved w/ stipulations</td>
</tr>
<tr>
<td>18 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by ZC Timber, LLC to rezone 20+ acres of a 49.26 acre parcel located on Bluejay Road from AR-1 to I-1 for timber harvesting and mining Map# 351 Parcel# 6 in the First District</td>
<td>Approved 2nd Reading</td>
</tr>
<tr>
<td>19 Public Hearing</td>
<td>The Planning Board recommends approving an application by Christy McGrath to rezone</td>
<td>Approved w/ stipulations</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Action</td>
</tr>
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</tr>
<tr>
<td>20 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Christy McGrath to rezone 2.51 acres located at 240 Ranch Road from AR-1 to AR-2 to split the parcel for a new home site Map# 378A Parcel# 26A in the First District</td>
<td>Approved 2nd Reading</td>
</tr>
<tr>
<td>21 Public Hearing</td>
<td>The Planning Board recommends approving an application by Kathy Dillard to rezone one (1) acre of a 6.65 acre parcel located at 341 Otis Seckinger Road from AR-1 to AR-2 to allow for a home site Map# 415 Parcel# 28 in the Second District</td>
<td>Approved w/ stipulations</td>
</tr>
<tr>
<td>22 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Kathy Dillard to rezone one (1) acre of a 6.65 acre parcel located at 341 Otis Seckinger Road from AR-1 to AR-2 to allow for a home site Map# 415 Parcel# 28 in the Second District</td>
<td>Approved 2nd Reading</td>
</tr>
<tr>
<td>23 Public Hearing</td>
<td>The Planning Board recommends denying an application by Rhett Roscinski to rezone 10.12 acres located at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business Map# 416 Parcel# 3 in the Second District</td>
<td>Denied</td>
</tr>
<tr>
<td>24 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Rhett Roscinski to rezone 10.12 acres located at 430 Hodgeville Road from AR-1 to B-3 to operate a diesel engine repair business Map# 416 Parcel# 3 in the Second District</td>
<td>Denied</td>
</tr>
<tr>
<td>25 Public Hearing</td>
<td>The Planning Board recommends denying an application by Rhett Roscinski for a Conditional Use to allow for a Rural Business located at 430 Hodgeville Road to operate a diesel engine repair business Map# 416 Parcel# 3 in the Second District</td>
<td>Denied</td>
</tr>
<tr>
<td>26 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Rhett Roscinski for a Conditional Use to allow for a Rural Business located at 430 Hodgeville Road to operate a diesel engine repair business Map# 416 Parcel# 3 in the Second District</td>
<td>Denied</td>
</tr>
<tr>
<td>27 Public Hearing</td>
<td>The Planning Board recommends denying an</td>
<td></td>
</tr>
<tr>
<td>Application</td>
<td>Description</td>
<td>Status</td>
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<tr>
<td>-------------</td>
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</tr>
<tr>
<td>James Thompson</td>
<td>Application to rezone 3.67 acres located at 810 Shearwood Road from AR-1 to B-3 to allow for light fabrication and storage in an existing building Map# 221 Parcel# 9 in the Third District</td>
<td>Withdrawn at agenda approval</td>
</tr>
<tr>
<td>Wayne Hurst</td>
<td>Application to rezone a two (2) acre parcel and a 2.09 acre parcel from a 26.50 acre parcel for home sites located at 153 George Hurst Road Map# 223 Parcel# 2, 2A in the Third District</td>
<td>Approved w/ stipulations</td>
</tr>
<tr>
<td>Linda Heidt</td>
<td>Application to rezone two (2) acres out of a 15.02 acre parcel located at 2954 Springfield Egypt Road from AR-1 to AR-2 Map# 290 Parcel# 1 in the Third District</td>
<td>Moved to PB 1A</td>
</tr>
<tr>
<td>Mary Derryberry</td>
<td>Application to rezone 3 acres located on Hwy 21 North from B-2 to AR-2 to allow for a home site Map# 316 Parcel# 18 in the Third District</td>
<td>Approved w/ stipulations</td>
</tr>
<tr>
<td>Wesley Shaw</td>
<td>Application to rezone 17.77 acres located on Gold Kist Road from I-1 to AR-1 to allow for a home site Map# 420</td>
<td>Approved w/ stipulations</td>
</tr>
<tr>
<td>36 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Wesley Shaw to rezone 17.77 acres located on Gold Kist Road from I-1 to AR-1 to allow for a home site Map# 420 Parcel# 21B in the Third District</td>
<td>Approved 2nd Reading</td>
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</tr>
<tr>
<td>37 Public Hearing</td>
<td>The Planning Board recommends approving an application by Andrew Capwell to rezone 5 acres located at 305 Gold Kist Road from I-1 to AR-1 to allow for a homesite Map# 420 Parcel# 21B01 in the Third District</td>
<td>Approved w/ stipulations</td>
</tr>
<tr>
<td>38 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Andrew Capwell to rezone 5 acres located at 305 Gold Kist Road from I-1 to AR-1 to allow for a homesite Map# 420 Parcel# 21B01 in the Third District</td>
<td>Approved 2nd Reading</td>
</tr>
<tr>
<td>39 Public Hearing</td>
<td>The Planning Board recommends denying an application by Beacon Builders for a Variance to waive the sidewalk requirements in Barrister Landing located on Courthouse Road Map# 347 Parcel# 8 in the Fourth District</td>
<td>Denied</td>
</tr>
<tr>
<td>40 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Beacon Builders for a Variance to waive the sidewalk requirements in Barrister Landing located on Courthouse Road Map# 347 Parcel# 8 in the Fourth District</td>
<td>Denied</td>
</tr>
<tr>
<td>41 Public Hearing</td>
<td>The Planning Board recommends approving an application by Beacon Builders to waive the requirement to install reuse water lines in Barrister Landing located on Courthouse Road Map# 347 Parcel# 8 in the Fourth District</td>
<td>Approved</td>
</tr>
<tr>
<td>42 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Beacon Builders to waive the requirement to install reuse water lines in Barrister Landing located on Courthouse Road Map# 347 Parcel# 8 in the Fourth District</td>
<td>Approved 2nd Reading</td>
</tr>
<tr>
<td>43 Public Hearing</td>
<td>The Planning Board recommends approving an application by Shirley Calvert for a Variance to allow a camper as a temporary residence at 200 Tommy Long Road Map# 459 Parcel# 50A in the Fourth District</td>
<td>Approved w/ stipulations</td>
</tr>
<tr>
<td>44 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Shirley Calvert for a Variance to allow a camper as a temporary residence at 200 Tommy Long Road Map# 459 Parcel# 50A in the Fourth District</td>
<td>Approved 2nd Reading</td>
</tr>
</tbody>
</table>
XV Adjournment

Members Present:
Forrest Floyd
Roger Burdette
Jamie Deloach
Reginald Loper
Phil Kieffer

Not Present:
Wesley Corbitt