1. March 1, 2022 Meeting Agenda
   
   Documents:
   
   03012022 MEETING AGENDA.PDF
   
   1.I. March 1, 2022 Final Agenda
   
   Documents:
   
   03012022 MEETING AGENDA_FINAL.PDF
   
2. March 1, 2022 Agenda Packet
   
   Documents:
   
   03012022 MEETING PACKET.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**

**Agenda**

**Virtual Meeting Information:**

Zoom link: https://us06web.zoom.us/j/88387585556?pwd=bDhncFEvSlMwdmN2VW9NWUR5OHduQT09

Meeting ID: 883 8758 5556

Access Code: 645218

I. Call to Order

II. Roll Call

III. Invocation

IV. Pledge to the American Flag

V. **Agenda Approval** - Consideration of a resolution to approve the agenda.

VI. **Minutes**

   Consideration to approve the February 15, 2022 regular commission meeting minutes

VII. **Public Comments** - Public comment shall pertain to the agenda items only. Should you wish to address the Board about an item, clearly state your full name prior to commencing to speak on said item.

VIII. **Correspondence** - Documents from this meeting are located in the Clerk’s Office and on the Board of Commissioner’s website
IX. Consent Agenda

1. [2022-110 Agreement]
   Consideration to approve the renewal of a Memorandum of Understanding between the Effingham County Board of Education and Effingham County Board of Commissioners for ambulance services at various Board of Education events

2. [2022-111 Agreement]
   Consideration to approve to allow the Mutual Aid Agreement with the American Society for the Prevention of Cruelty to Animals (ASPCA) to continue

3. [2022-112 Agreement]
   Consideration to approve the Lease Agreement between Effingham County Board of Commissioners and the State Properties Commission for the Georgia Department of Human Services – Division of Family and Children Services, Lease #3362

4. [2022-113 Agreement]
   Consideration to approve to renew a Service Order with Stamps.com

5. [2022-114 Application]
   Consideration to approve ratification and submission of a Grant Application to the Georgia Firefighter Standards and Training Council (GFSTC)

X. Old Business

1. [2022-074 Ordinance] Alison Bruton
   Consideration to approve the Second Reading of an Ordinance to amend Article II – Definitions; Article V - Uses Permitted in Districts, Sections 5.6 - R-3 Multifamily Residential; Section 5.8 - R-6 Single Family Residential - Section 5.9. B-1 Neighborhood Commercial - Section 5.10 B-2 General Commercial; and Section 5.11-B-3 Highway Commercial of the Code of Ordinances (1st Reading approved 02/15/2022)

2. [2022-081 Agreement] Alison Bruton
   Consideration to approve to renew Agreements with Constellation NewEnergy for natural gas for multiple County buildings (postponed 02/15/2022)

XI. New Business

1. [2022-115 Resolution] Alison Bruton
   Consideration to approve Resolution #022-013 for surplus of items

2. [2022-116 Task Order] Alison Bruton
   Consideration to approve to award Task Order 22-003 to POND Company for the Parks Masterplan Update

3. [2022-117 Contract] Alison Bruton
   Consideration to approve to award Contract# 22-25-006 to E&D Contracting Services, Inc. for road improvement construction to Shearouse Road and Freedom Trail in the amount of $144,000
   Consideration to approve Change Order# 1 with POND company in the amount of $6,900 to include an additional facility to the Facility Master Plan study

5. **[2022-119 Change Order] Eric Larson**  
   Consideration to approve Change Order# 1 to the contract with EMC Engineering Services Inc. to perform easement acquisition related to the Hodgeville Sanitary Force Main

   Consideration to approve Change Order# 2 with Alliance Consulting Engineers Inc. to prepare a Design Development report for a spray field expansion on Low Ground Road

7. **[2022-121 Change Order] Eric Larson**  
   Approve a Change Order #1 with Hussey, Gay Bell to add re-use water line extension to the project, additional work required to receive GDOT approvals, and to authorize easement acquisition

   Consideration to approve Resolution # 022-014 to amend the 2021-2022 Fiscal Year Budget

9. **2022-123 Grant] Mark Barnes**  
   Consideration to approve acceptance of a Grant Award from GEMA Local Emergency Management Performance Grants (EMPG) program

10. **[2022-124 Grant] Mark Barnes**  
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11. **[2022-125 Appointment] Stephanie Johnson**  
    Consideration to reappoint William Carter to the Department of Family and Children Services (DFCS) Board

12. **[2022-126 Appointment] Stephanie Johnson**  
    Consideration to appoint Ryan Thompson to the Planning Board as representative for the First District

XII. **Reports from Commissioners & Administrative Staff**  
1. County Engineer update on capital projects and other significant projects

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

XIV. **Executive Session Minutes** - No executive session was held, no minutes to be approved.

XV. **Planning Board - 6:00 pm**  
   The Planning Board recommends approving an application by **Eric Henry** to rezone 2.32 acres located at 2819 & 2823 Sandhill Road from AR-1 to AR-2 to allow for a combination of parcels **Map# 301C Parcels# 2 & 3** in the First District
2. **[2022-128 Second Reading]**
   Consideration to approve the Second Reading of an application by *Eric Henry* to rezone 2.32 acres located at 2819 & 2823 Sandhill Road from AR-1 to AR-2 to allow for a combination of parcels **Map# 301C Parcels# 2 & 3** in the First District

3. **[2022-129 Public Hearing]** *Teresa Concannon*
   The Planning Board recommends denying an application by *Jerome S. Konter* as Agent for **JGH Commercial, LLC** to rezone 18.67 acres located on Hodgeville Road from **PD (commercial)** to **PD (residential)** to allow for 206-unit multi-family residential development **Map# 416 Parcel# 20D** in the Second District

4. **[2022-130 Second Reading]**
   Consideration to approve the Second Reading of an application by *Jerome S. Konter* as Agent for **JGH Commercial, LLC** to rezone 18.67 acres located on Hodgeville Road from **PD (commercial)** to **PD (residential)** to allow for 206-unit multi-family residential development **Map# 416 Parcel# 20D** in the Second District

5. **[2022-131 Public Hearing]** *Teresa Concannon*
   The Planning Board recommends approving an application by *Rachel & James McDowell* to rezone 4.95 acres located at 3714 Noel C. Conaway Road from **AR-1 & B-2** to **AR-2** to allow for a combination of parcels **Map# 436 Parcels# 67 & 68** in the Second District

6. **[2022-132 Second Reading]**
   Consideration to approve the Second Reading of an application by *Rachel & James McDowell* to rezone 4.95 acres located at 3714 Noel C. Conaway Road from **AR-1 & B-2** to **AR-2** to allow for a combination of parcels **Map# 436 Parcels# 67 & 68** in the Second District

7. **[2022-133 Public Hearing]** *Teresa Concannon*
   The Planning Board recommends approving an application by *Daniel Henry* to rezone 5.1 acres located at 4302 Old Dixie Highway from **AR-1** to **AR-2** to allow for a three-lot subdivision. **Map# 313 Parcel# 12** in the Third District

8. **[2022-134 Second Reading]**
   Consideration to approve the Second Reading of an application by *Daniel Henry* to rezone 5.1 acres located at 4302 Old Dixie Highway from **AR-1** to **AR-2** to allow for a three-lot subdivision. **Map# 313 Parcel# 12** in the Third District

9. **[2022-135 Public Hearing]** *Teresa Concannon*
   The Planning Board recommends approving an application by *Franklin & Gail Smith* to rezone 5 acres located at 1900 Old Dixie Highway from **AR-1** to **AR-2**, to allow for the creation of a home site **Map# 364 Parcel# 56A** in the Third District

10. **[2022-136 Second Reading]**
    Consideration to approve the Second Reading of an application by *Franklin & Gail Smith* request to rezone 5 acres located at 1900 Old Dixie Highway from **AR-1** to **AR-2**, to allow for the creation of a home site **Map# 364 Parcel# 56A** in the Third District

The Planning Board recommends approving an application by Schel Paulk for a **variance** located on Courthouse Road from section 7.1.11 (Cul de sac), and section 7.3.1 (Blocks), regarding maximum block length, zoned AR-2. **Map# 370 Parcel# 16B** in the Fourth District.

12. **[2022-138 Second Reading]**

Consideration to approve the Second Reading of an application by Schel Paulk for a **variance** located on Courthouse Road from section 7.1.11 (Cul de sac), and section 7.3.1 (Blocks), regarding maximum block length, zoned AR-2. **Map# 370 Parcel# 16B** in the Fourth District.

13. **[2022-139 Sketch Plan] Teresa Concannon**

The Planning Board recommends approving an application by Schel Paulk for a **sketch plan** for “Primrose Place” located on Courthouse Road, zoned AR-2 consisting of 18 lots **Map# 370 Parcel# 16B** in the Fourth District.


The Planning Board recommends approving an application by F. Lamar Allen to **rezone** 0.49 acres located on Courthouse Road to allow for the combination of adjacent parcels from AR-2 to **AR-1 Map# 390A Parcel # 5A** in the Fourth District.

15. **[2022-141 Second Reading]**

Consideration to approve the Second Reading of an application by F. Lamar Allen requests to **rezone** 0.49 acres located on Courthouse Road to allow for the combination of adjacent parcels from AR-2 to **AR-1 Map# 390A Parcel # 5A** in the Fourth District.


The Planning Board recommends approving an application by Wesley R. Neurath for a **variance** located on Nellie Road from section 6.2.12.1, to waive the restriction that a private, unpaved road may serve no more than three lots, zoned **AR-1**, proposed zoning **AR-2. Map# 461 Parcel# 27** in the Fifth District.

17. **[2022-143 Second Reading]**

Consideration to approve the Second Reading an application by Wesley R. Neurath for a **variance** located on Nellie Road from section 6.2.12.1, to waive the restriction that a private, unpaved road may serve no more than three lots, zoned **AR-1**, proposed zoning **AR-2. Map# 461 Parcel# 27** in the Fifth District.

18. **[2022-144 Public Hearing] Teresa Concannon**

The Planning Board recommends approving an application by Wesley R. Neurath to **rezone** 5.5 acres located on Nellie Road to allow for the creation of a home site from **AR-1 to AR-2 Map# 461 Parcel# 27** in the Fifth District.
19. **[2022-145 Second Reading]**

Consideration to approve the Second Reading of an application by Wesley R. Neurath to rezone 5.5 acres located on Nellie Road to allow for the creation of a home site from AR-1 to AR-2 Map# 461 Parcel# 27 in the Fifth District

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

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### Agenda

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Meeting ID: 883 8758 5556

Access Code: 645218

**I. Call to Order – 5:04 pm**

**II. Roll Call – Corbitt/Floyd/Burdette/Deloach/Loper/Kieffer**

**III. Invocation – Chairman Corbitt offered the invocation.**

**IV. Pledge to the American Flag – sounded in unison**

**V. Agenda Approval - Consideration of a resolution to approve the agenda – approved as read**

**VI. Minutes**

Consideration to approve the February 15, 2022 regular commission meeting minutes – approved as read

**VII. Public Comments - Public comment shall pertain to the agenda items only. Should you will to address the Board about an item, clearly state your full name prior to commencing to speak on said item.**

**VIII. Correspondence - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website**
IX. Consent Agenda

1. **[2022-110 Agreement] approved**
   Consideration to approve the renewal of a Memorandum of Understanding between the Effingham County Board of Education and Effingham County Board of Commissioners for ambulance services at various Board of Education events.

2. **[2022-111 Agreement] approved**
   Consideration to approve to allow the Mutual Aid Agreement with the American Society for the Prevention of Cruelty to Animals (ASPCA) to continue.

3. **[2022-112 Agreement] approved**
   Consideration to approve the Lease Agreement between Effingham County Board of Commissioners and the State Properties Commission for the Georgia Department of Human Services – Division of Family and Children Services, Lease #3362.

4. **[2022-113 Agreement] approved**
   Consideration to approve to renew a Service Order with Stamps.com.

5. **[2022-114 Application] approved**
   Consideration to approve ratification and submission of a Grant Application to the Georgia Firefighter Standards and Training Council (GFSTC).

X. Old Business

1. **[2022-074 Ordinance] approved 2nd Reading**
   Consideration to approve the Second Reading of an Ordinance to amend Article II - Definitions; Article V - Uses Permitted in Districts, Sections 5.6 - R-3 Multifamily Residential; Section 5.8 - R-6 Single Family Residential - Section 5.9. B-1 Neighborhood Commercial - Section 5.10 B-2 General Commercial; and Section 5.11-B-3 Highway Commercial of the Code of Ordinances (1st Reading approved 02/15/2022).

2. **[2022-081 Agreement] Alison Bruton - denied**
   Consideration to approve to renew Agreements with Constellation NewEnergy for natural gas for multiple County buildings (postponed 02/15/2022).

XI. New Business

1. **[2022-115 Resolution] Alison Bruton - approved**
   Consideration to approve Resolution #022-013 for surplus of items.

2. **[2022-116 Task Order] Alison Bruton - approved**
   Consideration to approve to award Task Order 22-003 to POND Company for the Parks Masterplan Update.

   Consideration to approve to award Contract# 22-25-006 to E&D Contracting Services, Inc. for road improvement construction to Shearouse Road and Freedom Trail in the amount of $144,000.

4. **[2022-118 Change Order] Eric Larson Brad Clement approved**

Board of Commissioners Regular Meeting – March 01, 2022
Consideration to approve Change Order# 1 with POND Company in the amount of $6,900 to include an additional facility to the Facility Master Plan study

5. **[2022-119 Change Order]** Eric Larson - Brad Clement - approved
   Consideration to approve Change Order# 1 to the contract with EMC Engineering Services Inc. to perform easement acquisition related to the Hodgeville Sanitary Force Main

6. **[2022-120 Change Order]** Eric Larson - Brad Clement - approved
   Consideration to approve Change Order# 2 with Alliance Consulting Engineers Inc. to prepare a Design Development report for a spray field expansion on Low Ground Road

7. **[2022-121 Change Order]** Eric Larson - Brad Clement - approved
   Approve a Change Order #1 with Hussey, Gay Bell to add re-use water line extension to the project, additional work required to receive GDOT approvals, and to authorize easement acquisition

8. **[2022-122 Resolution]** Mark Barnes - approved
   Consideration to approve Resolution #022-014 to amend the 2021-2022 Fiscal Year Budget

9. **[2022-123 Grant]** Mark Barnes - approved
   Consideration to approve acceptance of a Grant Award from GEMA Local Emergency Management Performance Grants (EMPG) program

10. **[2022-124 Grant]** Mark Barnes - approved
    Consideration to approve acceptance of a Grant Award from ACCG Civic Affairs Foundation Georgia County Internship Program (GCIP)

11. **[2022-125 Appointment]** Stephanie Johnson - approved
    Consideration to reappoint William Carter to the Department of Family and Children Services (DFCS) Board

12. **[2022-126 Appointment]** Stephanie Johnson - approved
    Consideration to appoint Ryan Thompson to the Planning Board as representative for the First District

XII. **Reports from Commissioners & Administrative Staff** – T. Callanan/ R. Burdette/J. Deloach/R. Loper/W. Corbitt
   1. County Engineer update on capital projects and other significant projects – postponed to 03/15/2022

XIII. **Executive Session** - Discussion of Personnel, Property and Pending Litigation – no executive session was held

XIV. **Executive Session Minutes** - No executive session was held, no minutes to be approved.
XV. Planning Board - 6:00 pm

1. [2022-127 Public Hearing] Teresa Concannon – approved w/ stipulations
   The Planning Board recommends approving an application by Eric Henry to rezone 2.32 acres located at 2819 & 2823 Sandhill Road from AR-1 to AR-2 to allow for a combination of parcels Map# 301C Parcels# 2 & 3 in the First District

2. [2022-128 Second Reading] approved
   Consideration to approve the Second Reading of an application by Eric Henry to rezone 2.32 acres located at 2819 & 2823 Sandhill Road from AR-1 to AR-2 to allow for a combination of parcels Map# 301C Parcels# 2 & 3 in the First District

   The Planning Board recommends denying an application by Jerome S. Konter as Agent for JGH Commercial, LLC to rezone 18.67 acres located on Hodgeville Road from PD (commercial) to PD (residential) to allow for 206-unit multi-family residential development Map# 416 Parcel# 20D in the Second District

4. [2022-130 Second Reading] postponed to April 5, 2022
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XIV. Executive Session Minutes - No executive session was held, no minutes to be approved.

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2. [2022-128 Second Reading]
   Consideration to approve the Second Reading of an application by Eric Henry to rezone 2.32 acres located at 2819 & 2823 Sandhill Road from AR-1 to AR-2 to allow for a combination of parcels Map# 301C Parcels# 2 & 3 in the First District

   The Planning Board recommends denying an application by Jerome S. Konter as Agent for JGH Commercial, LLC to rezone 18.67 acres located on Hodgeville Road from PD (commercial) to PD (residential) to allow for 206-unit multi-family residential development Map# 416 Parcel# 20D in the Second District

4. [2022-130 Second Reading]
   Consideration to approve the Second Reading of an application by Jerome S. Konter as Agent for JGH Commercial, LLC to rezone 18.67 acres located on Hodgeville Road from PD (commercial) to PD (residential) to allow for 206-unit multi-family residential development Map# 416 Parcel# 20D in the Second District

5. [2022-131 Public Hearing] Teresa Concannon
   The Planning Board recommends approving an application by Rachel & James McDowell to rezone 4.95 acres located at 3714 Noel C. Conaway Road from AR-1 & B-2 to AR-2 to allow for a combination of parcels Map# 436 Parcels# 67 & 68 in the Second District

6. [2022-132 Second Reading]
   Consideration to approve the Second Reading of an application by Rachel & James McDowell to rezone 4.95 acres located at 3714 Noel C. Conaway Road from AR-1 & B-2 to AR-2 to allow for a combination of parcels Map# 436 Parcels# 67 & 68 in the Second District

7. [2022-133 Public Hearing] Teresa Concannon
   The Planning Board recommends approving an application by Daniel Henry to rezone 5.1 acres located at 4302 Old Dixie Highway from AR-1 to AR-2 to allow for a three-lot subdivision. Map# 313 Parcel# 12 in the Third District

8. [2022-134 Second Reading]
   Consideration to approve the Second Reading of an application by Daniel Henry to rezone 5.1 acres located at 4302 Old Dixie Highway from AR-1 to AR-2 to allow for a three-lot subdivision. Map# 313 Parcel# 12 in the Third District

   The Planning Board recommends approving an application by Franklin & Gail Smith to rezone 5 acres located at 1900 Old Dixie Highway from AR-1 to AR-2, to allow for the creation of a home site Map# 364 Parcel# 56A in the Third District

10. [2022-136 Second Reading]
    Consideration to approve the Second Reading of an application by Franklin & Gail Smith request to rezone 5 acres located at 1900 Old Dixie Highway from AR-1 to AR-2, to allow for the creation of a home site Map# 364 Parcel# 56A in the Third District
11. [2022-137 Public Hearing] Teresa Concannon

The Planning Board recommends approving an application by Schel Paulk for a variance located on Courthouse Road from section 7.1.11 (Cul de sac), and section 7.3.1 (Blocks), regarding maximum block length, zoned AR-2. Map# 370 Parcel# 16B in the Fourth District

12. [2022-138 Second Reading] Teresa Concannon

Consideration to approve the Second Reading of an application by Schel Paulk for a variance located on Courthouse Road from section 7.1.11 (Cul de sac), and section 7.3.1 (Blocks), regarding maximum block length, zoned AR-2. Map# 370 Parcel# 16B in the Fourth District

13. [2022-139 Sketch Plan] Teresa Concannon

The Planning Board recommends approving an application by Schel Paulk for a sketch plan for “Primrose Place” located on Courthouse Road, zoned AR-2 consisting of 18 lots Map# 370 Parcel# 16B in the Fourth District


The Planning Board recommends approving an application by F. Lamar Allen to rezone 0.49 acres located on Courthouse Road to allow for the combination of adjacent parcels from AR-2 to AR-1 Map# 390A Parcel # 5A in the Fourth District

15. [2022-141 Second Reading] Teresa Concannon

Consideration to approve the Second Reading of an application by F. Lamar Allen requests to rezone 0.49 acres located on Courthouse Road to allow for the combination of adjacent parcels from AR-2 to AR-1 Map# 390A Parcel # 5A in the Fourth District


The Planning Board recommends approving an application by Wesley R. Neurath for a variance located on Nellie Road from section 6.2.12.1, to waive the restriction that a private, unpaved road may serve no more than three lots, zoned AR-1, proposed zoning AR-2. Map# 461 Parcel# 27 in the Fifth District

17. [2022-143 Second Reading] Teresa Concannon

Consideration to approve the Second Reading an application by Wesley R. Neurath for a variance located on Nellie Road from section 6.2.12.1, to waive the restriction that a private, unpaved road may serve no more than three lots, zoned AR-1, proposed zoning AR-2. Map# 461 Parcel# 27 in the Fifth District

18. [2022-144 Public Hearing] Teresa Concannon

The Planning Board recommends approving an application by Wesley R. Neurath to rezone 5.5 acres located on Nellie Road to allow for the creation of a home site from AR-1 to AR-2 Map# 461 Parcel# 27 in the Fifth District
19. [2022-145 Second Reading]

Consideration to approve the Second Reading of an application by Wesley R. Neurath to rezone 5.5 acres located on Nellie Road to allow for the creation of a home site from AR-1 to AR-2 Map# 461 Parcel# 27 in the Fifth District

XVI. Adjournment
Staff Report

Subject: Approve the renewal of an MOU between Effingham County Board of Education and Effingham County Board of Commissioners for ambulance services at various Board of Education events

Author: Alison Bruton, Purchasing Agent, Wanda McDuffie, EMS Director

Department: Purchasing and EMS

Meeting Date: 03/01/2022

Item Description: MOU Renewal with BOE for Ambulance Services at BOE Events

Summary Recommendation: Approval to renew

Executive Summary/Background:

- The Board of Education needs ambulance coverage for home football games, band competitions and graduation. The County has provided coverage for these events since 1980. The BOE has a set rate that they pay the personnel. The County uses one of the spare ambulances at no charge. In the event that a patient is transported from one of the events, that patient is billed for the services.
- EC EMS agrees to provide two medics and one ambulance to cover all home football games at Effingham High and South High.
- EC EMS agrees to provide two medics and one ambulance to cover the Band Classic Competition.
- EC EMS agrees to provide two medics and one ambulance to be on stand-by for the graduation exercise at both high schools

Alternatives for Commission to Consider

1. Approve the MOU for the 2022-2023 school year.
2. Do not approve the MOU.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing and EMS

Funding Source: No funds required

Attachments: MOU
MEMORANDUM OF AGREEMENT
BETWEEN
EFFINGHAM COUNTY BOARD OF EDUCATION
AND
EFFINGHAM COUNTY BOARD OF COMMISSIONERS
This Agreement is made and entered into this 4th day of August, 2020, by and between Effingham County Board of Education and Effingham County Board of Commissioners for the provision of services below.

Responsibilities of Effingham County Board of Education:

1. “Home” Football Games at ECHS and SEHS
   a. The Effingham County Board of Education shall provide payment to EMS technicians for their presence at ECHS and SEHS “Home” football games. Two technicians shall be present at each home football game.
   b. Each technician will be paid at a rate of $85.00 for three (3) hours of work per game.
   c. The Effingham County Board of Education shall provide technicians with a timesheet to be completed and submitted to the Effingham County Board of Education Accounts Payable (Tammy Mongin) office on the Tuesday following each home football game in order for payment to be received within the same week. Timesheets submitted after Tuesday will result in payment the following week. New Employees must submit a completed W-9 with their timesheet.

2. Coastal Empire Classic (Marching Band Competition)
   a. The Effingham County Board of Education shall provide payment to two (2) EMS technicians for their presence at the Coastal Empire Classic.
   b. Each technician will be paid $190.00 for their work at the event.
   c. The Effingham County Board of Education shall provide technicians with a timesheet to be completed and submitted to the Effingham County Board of Education Accounts Payable (Tammy Mongin) office on the
Tuesday following the event in order for payment to be received within the same week. Timesheets submitted after Tuesday will result in payment the following week. New Employees must submit a completed W-9 with their timesheet.

Responsibilities of Effingham County EMS:

1. “Home” Football Games at ECHS and SEHS
   
a. Effingham County EMS technicians shall be available at ECHS and SEHS “Home” football games to provide emergency services, if needed. Two (2) EMS technicians with equipped vehicles shall be present at each school’s home football games.

b. Technicians shall begin work at 7:00 p.m. and end work at 10:00 p.m. Each technician will be paid $85.00 for three (3) hours work per home football game.

c. Technicians shall submit a completed timesheet, provided by the Board Office, to the Board of Education Accounts Payable (Tammy Mongin) in order to receive payment for their work. The timesheet will be submitted by the Tuesday following each home game in order to receive payment within the same week. Timesheets submitted later than Tuesday will result in payment the following week. New Employees must submit a completed W-9 with their timesheet.

2. Coastal Empire Classic (Marching Band Competition)
   
a. Effingham County EMS technicians shall be available at the Coastal Empire Classic to provide emergency services, if needed. Two (2) EMS technicians with equipped vehicles shall be present at the event.

b. Technicians shall work during the hours of the event and be paid accordingly. The approximate number of hours for the event is normally eight (8) to ten (10) hours. Each technician will be paid $190.00 for the event.

c. Technicians shall submit a completed timesheet, provided by the Board Office, to the Board of Education Accounts Payable (Tammy Mongin) in order to receive payment for their work. The timesheet will be submitted
by the Tuesday following the event in order to receive payment within the same week. Timesheets submitted later than Tuesday will result in payment the following week.

3. Graduation

Effingham County EMS technicians shall be available at South Effingham High School and Effingham County High School for graduation ceremonies to provide services, if needed. Two (2) EMS technicians with equipped vehicles shall be present at the event.

4. Liability

The Effingham County EMS shall cover all EMS employees working in the performance of their duties at the above events in the event of injury.

5. Termination of Agreement

The initial term of this agreement shall be for the 2020-21 school year. Unless the District notifies Effingham County EMS of non-renewal prior to March 30, 2021, this Agreement shall automatically renew for the 2021-22 school year, and if this Agreement has so renewed, unless the District notifies Effingham County EMS of non-renewal prior to March 30, 2022, this Agreement shall automatically renew for the 2022-23 school year.

Effingham County Board of Commissioners

Effingham County School Superintendent
Staff Report

Subject: Consideration to allow the Mutual Aid Agreement with the American Society for the Prevention of Cruelty to Animals to continue.

Author: Alison Bruton, Purchasing Agent, Lorna Shelton, Shelter Director

Department: Purchasing and Animal Shelter

Meeting Date: 03-1-2022

Item Description: Mutual Aid Agreement Renewal with ASPCA

Summary Recommendation: Approval to renew

Executive Summary/Background:

- The County has an agreement in place with the ASPCA to facilitate the identification and coordination of assistance and animal rescue efforts. The parties’ objective is to maximize the welfare of animals and their care-takers before, during, and after a major incident, and to minimize the loss of life and animal suffering that might occur following such an incident. The agreement runs from 4 April 2017 until 4 April 2022, after which there is an automatic renewal for a period of 5 years.
- In the event of an emergency this agreement will allow the county to request assistance from the American Society for the Prevention of Cruelty to Animals (ASPCA).
- The ASPCA will provide assistance with temporary animal sheltering if an evacuation of our facility becomes necessary.
- Each party shall be responsible for all of its own costs associated with providing assistance unless previously agreed upon arrangements have been made.
- ASPCA personnel and equipment will be, to the greatest extent possible, self-sufficient for operations in areas stricken by disasters or emergencies, including animal cruelty events.
- Each party will be responsible for providing its own insurance coverage.
- The agreement runs from 04-04-17 until 04-04-22, with an automatic renewal for a period of 5 years unless terminated with 15 days written notice by either party at any time.
- The agreement has previously been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Board approval to allow the Mutual Aid Agreement with the American Society for the Prevention of Cruelty to Animals to continue.
2. Cancel the Mutual Aid Agreement with the American Society for the Prevention of Cruelty to Animals by giving 15 days written notice.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing & Animal Shelter

Funding Source: As needed in emergency situations only

Attachments: Mutual Aid Agreement.
Mutual Aid Agreement Between
The American Society for the
Prevention of Cruelty to Animals
and
Effingham County, Georgia

"Cooperating Party"
I. PURPOSE

The purpose of this Mutual Aid Agreement (this “Agreement”) is to create a working relationship between the American Society for the Prevention of Cruelty to Animals ("ASPCA") and Effingham County ("Cooperating Party"). The parties to this Agreement are the ASPCA and the Cooperating Party (each a “Party” and, collectively, the “Parties”).

The further purpose of this Agreement is to facilitate the identification and coordination of assistance and animal rescue efforts. The Parties’ objective is to maximize the welfare of animals and their care-takers before, during, and after a major incident, and to minimize the loss of life and animal suffering that might occur following such an incident. This Agreement shall be effective as of the date of the last signature below (the “Effective Date”).

The Parties to this Agreement have determined that it is in the best interests of themselves and the communities they shall assist, including but not limited to Effingham County to foster communications and the sharing of resources, personnel, and equipment in the event of an incident that threatens the welfare of animals.

This Agreement provides the broad framework for cooperation and communication between ASPCA and the Cooperating Party in providing assistance and service to animals as well as for other services for which cooperation may be mutually beneficial.

II. CONCEPT OF OPERATIONS: Both ASPCA and the Cooperating Party are separate and independent entities. As such, each Party retains its own identity in providing services, and each Party is responsible for establishing its own policies and financing its own activities.

III. DEFINITIONS

A. Disaster: A disaster shall be defined as any natural or manmade situation that causes animal suffering or creates animal needs that cannot be met by a community, including, but not limited to, the Cooperating Party, without outside assistance.

B. Animal Cruelty: Animal Cruelty shall be defined as any incident involving or related to abuse or neglect of animals.

C. Authorized Representative: The list of names and titles of authorized representatives for each Party shall be attached hereto as “Exhibit A” and shall be updated as needed by each Party by means of a written notification.
IV. MUTUAL UNDERSTANDING

A. The ASPCA is a not-for-profit organization that exists to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission");

B. The Cooperating Party is an authority that has emergency management and animal control responsibilities for Effingham County, and its mission is to provide, through the highest integrity, a county government which will assure our citizens a safe and healthy environment to encourage and promote a high quality of life.;

C. The ASPCA’s Field Investigations and Response Department (the "ASPCA Field Team"), working in conjunction with local authorities, leads large scale Disaster response operations and assists in large-scale Animal Cruelty case operations (each an "Operation") across the country;

D. In the event of an Operation, an agency with appropriate authority over affected animals may give temporary custody and/or ownership rights (as applicable) of, or delegate authority over, such animals to the ASPCA;

E. The ASPCA Field Investigations and Response Team often retains custody of a large number of animals during any particular Operation;

F. The ASPCA Field Investigations and Response Team may require the services of volunteers and/or other resources from the Cooperating Party in the event of an Operation;

G. The ASPCA and the Cooperating Party wish to create a mutually beneficial agreement outlining potential services that may be provided by each organization in the event of an Operation; and

H. The ASPCA and the Cooperating Party wish to establish, in advance of any request for assistance, the terms and/or guidelines that will govern a working relationship between the Parties.

V. METHODS OF COOPERATION

In order that the resources of ASPCA and the Cooperating Party may be coordinated and best utilized when providing assistance under this Agreement, both Parties agree to the following principles:

A. Close communication shall be maintained between ASPCA and the Cooperating Party through the use of meetings, telephone conferences, email, and other means in the event of a potential or actual response. This communication will include requests for assistance, situation reports, and other response-related communications. Each Party will
share current data regarding the incident/event, declarations and changes in personnel, policies, and legislation. Interaction and liaison shall be encouraged at all levels of both Parties' organizations.

B. ASPCA and the Cooperating Party will distribute this Agreement internally and shall urge full cooperation. Without limiting the generality of the foregoing, Cooperating Party shall notify potentially responsible agencies, including but not limited to emergency management and appropriate Emergency Support Functions (ESF), law enforcement and/or the fire department, of the arrangement between the Parties under this Agreement.

C. ASPCA and the Cooperating Party will keep each other updated as to the Authorized Representatives to contact for emergency assistance or response.

D. In no event shall the Cooperating Party use the ASPCA name and/or logo for any reason without the express written agreement of the ASPCA, in advance.

VI. RESPONSE COORDINATION

A. Requests for Assistance

1. Cooperating Party may directly contact the Authorized Representative of the ASPCA, and shall provide him/her with the following information when requesting assistance pursuant to this Agreement:

a) A general description of the situation.

b) Identification of the emergency service function or functions for which assistance is needed (e.g., emergency medical, search and rescue, transportation, communications, planning and information assistance, resource support, temporary animal sheltering, assistance with investigations of alleged animal cruelty, and other services, etc.).

c) The amount and type of personnel, equipment, materials, temporary housing, and/or supplies needed, and a reasonable estimate of the length of time that each will be needed.

d) The need for sites, structures, or buildings to serve as relief centers or staging areas for incoming personnel, goods, equipment, and/or services.

e) Contact name and number of a person for the responding team to meet.

f) The means for the responding team to enter the affected area.
g) The names of any other entities which have also been asked to assist.

2. The required information may be provided on the form attached to this Agreement as Exhibit “B,” or by any other available means. Said request shall also include information detailing the nature of the original request from the authorities authorizing the response, as applicable. It is understood between the Parties that any response to an event will be based on the National Incident Management System model and fall under the umbrella of the established Emergency Operations Center for each incident. It is further understood between the Parties that any response to a large-scale animal seizure or other similar type of manmade emergency may be under the jurisdiction of federal, state or local law enforcement authorities that are not party to this Agreement.

3. A request for assistance must be in writing by fax, email, or other agreed-upon method. If applicable, the Cooperating Party shall only request the assistance of the ASPCA if the Cooperating Party has approval of the proper authorities that are necessary for the ASPCA to provide the assistance requested. All requests for assistance will be handled on a priority basis, and assistance may be refused if resources are limited, at the sole discretion of the ASPCA.

B. Requests for Volunteers. In some instances, the ASPCA may request employees and/or volunteers of the Cooperating Party to assist in the on-scene and/or sheltering portion of an Operation. This request will be made by means of an email or phone call from the ASPCA to the Cooperating Party. The provision of volunteers by the Cooperating Party shall be subject to the following:

1. **Team Leader.** If a Cooperating Party provides employees and/or volunteers to assist the ASPCA in an Operation (collectively, the “Cooperating Party Volunteers”), the Cooperating Party must designate one individual as a Cooperating Party Volunteers’ “Team Leader.” The Team Leader will act as the primary contact for the Cooperating Party Volunteers on any given deployment and shall work with the ASPCA to ensure that the Cooperating Party Volunteers are performing the functions for which they are volunteering and that any of the Cooperating Party Volunteers’ concerns are addressed to the best of the ASPCA’s ability. For the avoidance of doubt, the Parties acknowledge and agree that the ASPCA shall manage any Cooperating Party Volunteers. A Team Leader must be either:

   a) A Cooperating Party employee; or

   b) A Cooperating Party volunteer who has significant experience successfully managing volunteers on behalf of the Cooperating Party.

2. **Responder Responsibilities.** The ASPCA shall use its best efforts to provide an advance description of the responsibilities that will be performed by
volunteers with respect to any given Operation; however, the Cooperating Party understands and agrees that volunteers will generally perform activities in a high risk setting that are highly demanding both physically and mentally, and volunteers are often subjected to a significant level of physical and mental stress. For example, volunteers may be required to lift heavy items, and certain qualified volunteers may assist with technical rescue. Cooperating Party shall use its best efforts to provide the ASPCA only with suitable Cooperating Party Volunteers who will be able to endure such strenuous conditions, and Cooperating Party agrees that it shall be responsible for vetting any potential Cooperating Party Volunteers prior to deploying them on any Operation. Cooperating Party shall convey any special requests of potential volunteers to the extent that such information is available to the Cooperating Party.

3. **Dismissal of Cooperating Party Volunteers.** The ASPCA reserves the right to require any Cooperating Party Volunteers to leave any given Operation for any reason or for no reason. Such determinations shall be made in the sole and absolute discretion of the ASPCA.

4. **ASPCA Release of Liability.** The Cooperating Party will provide any potential Cooperating Party Volunteer with a copy of the Release of Liability provided by the ASPCA, the current version of which is attached hereto as Exhibit D, for such potential Cooperating Party Volunteer to sign prior to assisting with an Operation. The Cooperating Party shall provide the ASPCA with a signed Release of Liability prior to sending any Cooperating Party Volunteer to assist on any Operation. The Cooperating Party acknowledges and agrees that the ASPCA shall not allow any Cooperating Party Volunteer to assist with an Operation unless such Cooperating Party Volunteer has signed the Release of Liability provided by the ASPCA. In addition, the Cooperating Party shall ensure that, unless the Cooperating Party Volunteer is an employee of the Cooperating Party, the Cooperating Party Volunteer is approved as a volunteer of the Cooperating Party according to the Cooperating Party’s customary procedures for retaining volunteers, including but not limited to requiring the Cooperating Party Volunteer to sign the Cooperating Party’s volunteer agreement.

5. **Insurance.** Cooperating Party acknowledges and agrees that Cooperating Party Volunteers are not entitled to medical disability, life insurance coverage or any other compensation from the ASPCA and that Cooperating Party Volunteers are required to carry their own medical insurance (including, if applicable, veterinary professional malpractice insurance).

6. **Relationship of Parties.** Cooperating Party acknowledges and agrees that while any employee who is sent to an Operation as a Cooperating Party Volunteer
shall be directed by the ASPCA with respect to his or her duties as a volunteer during an Operation, such Cooperating Party Volunteer shall remain an employee of the Cooperating Party and will in no way be considered an employee of the ASPCA.

C. Receipt of Animals by Cooperating Party

1. In the event of a Disaster, Animal Cruelty event and/or large-scale seizure, the ASPCA Field Investigations and Response Team may ask the Cooperating Party to accept animals, using the protocol described herein, when such animals are legally freed for adoption, available for temporary foster, and/or legally freed for custody to be transferred to a third party, by the agency or government entity which has legal ownership over such animal.

2. The Cooperating Party may assist and accept animals from the ASPCA Field Investigations and Response Team (each, an “Animal”) ONLY if the Cooperating Party has adequate space and resources to house the Animals humanely and will not euthanize any Animal brought to Cooperating Party by the ASPCA due to lack of space for additional incoming animals.

3. In the event that Animals are transferred by the ASPCA to the Cooperating Party, unless otherwise agreed to by the Parties, the ASPCA will have provided appropriate veterinary medical services and/or behavior evaluations where possible prior to the Animals’ transfer. The ASPCA shall provide the Cooperating Party with documentation of such services, where possible.

4. In cases in which the Cooperating Party receives, or is asked to receive, Animal(s) from the ASPCA during an Operation, the Cooperating Party shall:

   a) Accept Animals only when the Cooperating Party has the resources and capacity to ensure their humane treatment (including proper food, water, shelter, medical care and exercise and a reasonable expectation of adoption);

   b) Assume financial responsibility for the care of the Animal(s), subject to Section VII below;
c) Not permit any Animal(s) to be used for any experimental purpose whatsoever;

d) In cases in which the ASPCA has legal ownership of Animal(s), accept the transfer of ownership of such Animal(s) from the ASPCA to the Cooperating Party in accordance with a separate transfer agreement; and

e) Provide follow-up reporting on final disposition and location of all Animals that were transferred to the Cooperating Party (numbers adopted, transferred, and euthanized).

D. **Written Acknowledgment:** The ASPCA shall respond to a request for assistance by the quickest practical means. Requests will be considered based upon the resources available at the time the requests are received. Upon receiving such a request, ASPCA will determine whether, and the extent to which, to deploy available resources to the Cooperating Party in accordance with such requests. If additional resources are needed beyond what ASPCA can provide, ASPCA, in conjunction with the Cooperating Party, may coordinate the contact, activation, and deployment of its National Response Partner Network to secure additional resources, subject to the terms of this Agreement. The form attached as Exhibit “C” is provided as an example of the format to be used to insure the transmission of the necessary information.

VII. **Costs of Assistance:** Each Party shall be responsible for all of its own costs associated with providing assistance unless previous agreed upon arrangements have been made. ASPCA and the Cooperating Party shall not be liable for any portion of any expenses incurred by the other unless it has been expressly agreed upon in writing, prior to the incurrence of the expense.

VIII. **Period of Assistance:** The period of assistance shall be the time (A) beginning with (1) the departure of any personnel and/or equipment of the ASPCA from any point for the purpose of traveling to Cooperating Party in order to provide assistance, or (2) the admission of the first animal into temporary housing facilities provided pursuant to this Agreement; and (B) ending upon (1) the return of all personnel and equipment of the ASPCA, after providing the assistance requested, to their residence or regular place of work, whichever occurs first, or (2) the departure of the last animal that was admitted into temporary housing facilities pursuant to this Agreement.

IX. **Relationship; Supervision and Control:** Nothing in this Agreement shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership or joint venture as between ASPCA and the Cooperating Party. Nothing in this Agreement shall be so construed as to provide either Party with the authority to bind the
other to any agreement, undertaking, cost, liability or expense of any nature without the express written consent of the other.

Each of the ASPCA and the Cooperating Party shall be separately responsible for the operation and maintenance of its own personnel, equipment, and resources, and each Party’s personnel, equipment, and resources shall generally remain under the operational control of such Party. ASPCA shall maintain daily personnel time records, material records, a log of equipment hours, and daily activity reports to be provided upon request. The ASPCA reserves the right under this Agreement to withdraw its resources at any time, subject to reasonable notice to the other Party. Cooperating Party shall provide the ASPCA with at least seventy-two hour advance notification of Cooperating Party’s intent to disallow animals to have continued access to temporary housing and at least twenty-four hour advance notification of Cooperating Party’s intent to withdraw any other resources or personnel that has been provided to assist the ASPCA unless such notice is not practicable; in which case, such notice as is reasonable shall be provided. Equipment purchased in connection with responding to a Disaster or Animal Cruelty event pursuant to this Agreement will remain the property of the purchasing Party, unless otherwise agreed in writing.

X. **FOOD; HOUSING; SELF-SUFFICIENCY:** ASPCA personnel and equipment will be, to the greatest extent possible, self-sufficient for operations in areas stricken by Disasters or emergencies, including Animal Cruelty events.

XI. **PUBLICITY:** During a joint effort, reasonable efforts to promote the identity of both Parties shall be clearly communicated through all available means. ASPCA and the Cooperating Party shall make every effort to keep the public informed of their cooperative efforts. Whenever possible, onsite signage, press releases, interviews and other communications efforts shall indicate the involvement of both ASPCA and the Cooperating Party. When possible, advance notice and review of releases/reports shall be given by each Party to the other. The Parties agree to share photography, videography and other materials that can be used for publicity purposes with the understanding that the Party responsible for procuring said materials is credited as the source; provided, however, that in the case of animal cruelty, the appropriate jurisdictional authority shall have the final approval on any press releases or photographs released in relation to such animal cruelty. The Parties acknowledge and agree that any such photographs, videos, and/or other materials may be used for any lawful purpose, including fundraising purposes. If applicable, Cooperating Party must also secure any and all necessary permission from federal, state, or local law enforcement, if necessary, for use of the materials and shall provide confirmation of such permission to the ASPCA. Without such permission, neither Party may use any materials for publicity purposes that were gathered at any actual or potential crime scene. If applicable, results arising from joint studies between ASPCA and the Cooperating Party shall be jointly owned and both Parties shall retain ownership and access without inhibition.
XII. **FUNDRAISING:** Cooperating Party recognizes the ASPCA’s dependence on voluntary public financial support to carry out Disaster and Animal Cruelty relief efforts. The ASPCA shall be free to make special appeals to the public and to its members, if any, for funding.

XIII. **NON-EXCLUSIVE AGREEMENT:** This Agreement is non-exclusive; ASPCA and the Cooperating Party reserve the right to form similar agreements with other parties. If more than one party is assisting, it is strongly encouraged that Cooperating Party seek an agreement with both assisting parties that requires all parties share information in a way similar to what is outlined under the above “Methods of Cooperation,” section V.

XIV. **INSURANCE:** ASPCA shall carry its own insurance covering its individual organization and field operations. The Cooperating Party is a department of Effingham County whose employees and assets are covered under the Association County Commissioners of Georgia’s Group Self-Insurance Worker’s Compensation Fund and Interlocal Risk Management Agency insurance policies.

XV. **ASPCA MISSION:** In the course of responding to a Disaster or Animal Cruelty event, Cooperating Party shall strive to support the ASPCA’s mission of providing effective means for the prevention of cruelty to animals throughout the United States and conduct its operations accordingly.

XVI. **CONFIDENTIALITY:** To the extent permitted by freedom of information and other public records laws, including but not limited to Georgia Open Records Act (Ga. Code Ann. § 50.18.70 et seq.), ASPCA and Cooperating Party agree to keep, and to ensure that their respective employees, agents, representatives, and volunteers keep, confidential all materials and information that are provided by ASPCA or the Cooperating Party (as the “Disclosing Party”) in connection with its performance under this Agreement and that are not made available to the general public, including without limitation, financial information, and information and materials about either Party’s or its affiliates’ operations, campaigns, and/or strategic or tactical plans (collectively the “Confidential Information”).

Neither ASPCA nor the Cooperating Party shall, and each shall ensure that its employees, agents, representatives, and volunteers shall not, use, disclose, or publish any Confidential Information without proper written approval of the Disclosing Party either during or subsequent to the term of this Agreement except that ASPCA’s and the Cooperating Party’s employees, agents, representatives, and volunteers may use the information during the term of this Agreement to the extent (and only to the extent) necessary to perform services pursuant to this Agreement. All Confidential Information shall at all times be and remain the exclusive property of the Disclosing Party.
XVII. LIABILITY, DEFENSE AND INDEMNITY

A. Claims Arising From Concurrent Acts or Omissions: Cooperating Party hereby agrees to defend itself, and ASPCA hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of Cooperating Party and ASPCA. In such cases, Cooperating Party and ASPCA agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph XVII(C) below.

B. Joint Defense: Notwithstanding paragraph XVII (A) above, in cases where Cooperating Party and ASPCA agree in writing to a joint defense, Cooperating Party and ASPCA may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of ASPCA and Cooperating Party. Joint defense counsel shall be selected by mutual agreement of Cooperating Party and ASPCA. Cooperating Party and ASPCA agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph XVII(C) below or as otherwise provided in such written joint defense agreement. Cooperating Party and ASPCA further agree that neither party may bind the other to a settlement agreement without the written consent of both Cooperating Party and ASPCA.

C. Reimbursement and/or Reallocation: Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, Cooperating Party and ASPCA may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

D. Limitation of Liability. Neither Party shall be liable to the other party for any incidental, consequential, indirect, special or punitive damages arising in connection with this Agreement or its termination or the breach of any obligation arising hereunder, whether for breach of contract, tort, negligence or other form of action.

XVIII. ENTIRE AGREEMENT; AMENDMENT; COUNTERPARTS: This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior written or oral understandings and agreements relating thereto, and may not be changed, modified, amended or supplemented, except by written consent of both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which collectively will be deemed one document.
XIX. **PERIODIC REVIEW**: ASPCA and the Cooperating Party shall, on an annual basis, on or around the anniversary date of this Agreement, jointly evaluate progress in the implementation of this Agreement and revise and develop new plans or goals as appropriate.

XX. **TERM; TERMINATION**: This Agreement shall be effective as of the Effective Date and shall remain in effect for five years following the Effective Date. This Agreement shall automatically renew for a period of five years, but may be terminated by fifteen (15) days' written notification from either Party at any time.

[Signature page follows.]
ASPCA

Tim Rieckey
Vice President, Field Investigations and Response
American Society for the Prevention of Cruelty to Animals
424 East 92nd Street
New York, NY 10128

Approved by:

8-23-2017
Date

Cooperating Party

Agency Name: Effingham Co. Board of Commissioners

Wesley M. Corbitt

Print Name: Wesley M. Corbitt

Chairman

Effingham

04/04/2017
Date

Address: 601 N. Laurel Street
Springfield, GA 31329
EXHIBIT A—AUTHORIZED REPRESENTATIVES

ORGANIZATION NAME: THE AMERICAN SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS

424 East 92nd Street
New York, NY 10128

Authorized Representatives to Contact for Emergency Assistance
Primary Representative

Name: __________________ Dick Green ________________________________

Title: __________ Sr. Director, Disaster Response ____________________________

Address: __________ 424 East 92nd Street, New York, NY 10128 ______________

Day Phone: __________ 917-675-0653 ______ Night Phone: ___ Same ______________

First Alternate Representative

Name: ______ Tim Rickey ________________________________

Title: __________ Vice President, Field Investigations and Response ______________

24-hour Telephone Number: __________ 646-599-2742 ______________

Address: PO Box 131 St. Clair Mo 63077 ________________________________

Day Phone: __________ 646-599-2742 __________________ Night Phone: ______________

Second Alternate Representative

Name: ______ Lacie Davis ________________________________

Title: __________ Disaster Response Manager ______________________________

Address: __________ 424 East 92nd Street, New York, NY 10128 ______________

Day Phone: __________ (646) 942-8939 ______________ Night Phone: ___ Same ______________
EXHIBIT A (cont.) – Effingham County:

Mailing Address: 601 N. Laurel Street
City, State, Zip Code: Springfield, GA 31329

Authorized Representatives to Contact for Emergency Assistance

Primary Representative

Name: Lorna Shelton
Title: Director
24-hour Telephone Number: 912-674-6900
Address: 121 Windchime Lane Brooklet GA 30415
Day Phone: 912-754-2199 Night Phone: SAA
Pager: __________________________ Fax: 912-754-2199

First Alternate Representative

Name: Jessica Kieklighter
Title: Kennel Tech
Address: 3994 Courthouse Rd Guyton GA 31312
Day Phone: 912-665-5636 Night Phone: 912-6567254 (Mom)
Pager: __________________________ Fax: __________________________

Second Alternate Representative

Name: Tommy Williams
Title: Humane Services Corpal
Address: Sheriff Office Hwy 21 Springfield GA 31329
Day Phone: 912-650-3601 Night Phone: 912-690-0233
Pager: 912-754-4195 Dispatch Fax: __________________________

Angela Velazco 210-793-5334 Kennel Tech
EXHIBIT B

REQUIRED INFORMATION

Each request for assistance shall be accompanied by the following information, to the extent known:

1. General description of the damage sustained or threatened:

2. Identification of the emergency service function or functions for which assistance is needed (e.g. emergency medical, search and rescue, transportation, communications, planning and information assistance, resource support, assistance with investigations of alleged animal cruelty, and other services, etc.), and the particular type of assistance needed:

3. Identification of the type of assistance needed:

4. Amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time that each will be needed:
5. Need for sites, structures or buildings to serve as relief centers or staging areas for incoming personnel, goods, equipment, and services:

6. Estimated time and a specific place for a representative of Cooperating Party to meet the personnel and equipment of the ASPCA:

7. List the names of other organizations which you have also asked to help or with which you have an existing MAA or MOU:

8. Please list what services you, or another organization, are willing to provide:
ACKNOWLEDGMENT

To be completed by the ASPCA.

AUTHORIZED REPRESENTATIVE:__________________________________________

CONTACT NUMBER/PROCEDURES:________________________________________

1. Assistance to be provided:

<table>
<thead>
<tr>
<th>Resource Type</th>
<th>Amount</th>
<th>Est. Arrival</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date/Time</td>
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</tbody>
</table>

2. Availability of Additional Resources:

3. Time Limitations on Resources Provided, if any:
EXHIBIT D

RELEASE OF LIABILITY

On this __ day of ______________, 20__, I hereby acknowledge that I am a volunteer/employee of ____________________________ (Organization Name) (the “Organization”), and while I am not a volunteer of the American Society for the Prevention of Cruelty to Animals (“ASPCA”), I have voluntarily applied to assist the ASPCA (without compensation) in a disaster and/or cruelty response situation to which the ASPCA is responding.

I AM AWARE THAT WORKING IN A DISASTER AND/OR CRUELTY RESPONSE SITUATION MAY BE HAZARDOUS, AND I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH FULL KNOWLEDGE OF THE NATURE AND DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH. I FURTHER ACKNOWLEDGE AND AGREE THAT I MAY NOT ASSIST WITH A DISASTER OR CRUELTY RESPONSE OPERATION UNLESS I HAVE MEDICAL INSURANCE.

I recognize that I am not entitled to medical disability, life insurance coverage or any other compensation from the ASPCA and that I am required to carry my own medical insurance (and, if applicable, veterinary professional malpractice insurance). I ACKNOWLEDGE AND AGREE THAT IF I DO NOT HAVE MEDICAL INSURANCE, I MAY NOT VOLUNTEER FOR ANY OPERATION MANAGED BY THE ASPCA. I understand that although I registered as a volunteer/employee for the Organization and am not an ASPCA volunteer, this operation is managed by the ASPCA and I may at any time with or without cause be removed from my volunteer position at the sole discretion of the ASPCA. In addition, I understand and agree that the ASPCA will not directly reimburse me for any expenses incurred in connection with my volunteer position.

As lawful consideration for assisting in a disaster and/or cruelty response situation, I hereby agree that I, my heirs, distributees, guardians, legal representatives, and assigns will: (a) keep confidential the location, and details of the disaster and/or cruelty response; (b) not make a claim against, sue, attach the property of, or prosecute the ASPCA for injury or damage resulting from the ASPCA or its affiliates, as a result of my voluntary assistance in a disaster and/or cruelty response situation; and (c) release, indemnify, defend, and hold harmless the ASPCA from all actions, claims, or demands I, my heirs, distributees, guardians, legal representatives, or assigns may have for injury or damage resulting from my assistance in a disaster and/or cruelty response situation.

I agree that while I am voluntarily assisting at an ASPCA-managed operation, the ASPCA may take photographs or video in which I may appear, or permit others to take photographs or video in which I may appear, and that the ASPCA may use or authorize the use of the photographs or video in which I appear in any way it deems appropriate to support its mission, including fundraising purposes.

I HEREBY WARRANT THAT I (A) HAVE THE RIGHT TO ENTER INTO THIS AGREEMENT, (B) AM OVER EIGHTEEN (18) YEARS OF AGE, (C) HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENT, (D) AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A
CONTRACT BETWEEN ME AND THE ASPCA, AND (E) SIGN THIS OF MY OWN FREE WILL.

THIRD-PARTY VOLUNTEER

PRINTED NAME

SIGNATURE

ASPCA

PRINTED NAME

SIGNATURE
Staff Report

Subject: Approval of Lease Agreement between Effingham County Board of Commissioners and the State Properties Commission for the Georgia Department of Human Services – Division of Family and Children Services, Lease #3362

Author: Alison Bruton, Purchasing Agent

Department: Meeting

Meeting Date: March 1, 2022

Item Description: Approval of Lease #3362 between Effingham County Board of Commissioners and the State Properties Commission for the Georgia Department of Human Services – Division of Family and Children Services for the property located at 204 Franklin Street, Springfield, GA. 31329.

Summary Recommendation: Staff recommends Approval of Lease #3362. This lease agreement will replace the current agreement.

Executive Summary/Background:

- The new lease agreement will have an initial term of July 1, 2021 through June 30, 2022 with four (4) annual renewal periods. The monthly rental rate will be reduced to $4,560. The previous lease agreement had a monthly rate of $6,422.50.
- The Letter of Intent for this lease was approved at the January 4, 2022 meeting.

Alternatives for Commission to Consider

1. Approval of Lease #3362 between Effingham County Board of Commissioners and the State Properties Commission for the Georgia Department of Human Services – Division of Family and Children Services for the property located at 204 Franklin Street, Springfield, GA. 31329, for a monthly rate of $4,560.00
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Administrative Staff

Funding Source:

Attachments:

1. Lease #3362 between Effingham County Board of Commissioners and the State Properties Commission for the Georgia Department of Human Services – Division of Family and Children Services
STATE OF GEORGIA
COUNTY OF FULTON

MASTER LEASE AGREEMENT

This MASTER LEASE AGREEMENT, hereinafter referred to as this “Agreement”, is made and entered into this ____ day of __________________, 2022, by and between EFFINGHAM COUNTY BOARD OF COMMISSIONERS whose business address for purpose of this Agreement is 804 S. Laurel Street, Springfield, GA 31329, hereinafter referred to as “Landlord”, and the STATE PROPERTIES COMMISSION, a commission within the State Government of Georgia created by O.C.G.A. § 50-16-32, whose business address for purpose of this Agreement is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, hereinafter referred to as “Tenant”.

WITNESSETH THAT:

ARTICLE I. DEFINITIONS

The following words as used in this Agreement shall be defined as follows:

1. “Building” shall be construed to mean the facility containing the Premises. References in this Agreement to the Building are deemed to include the Premises.

2. “Casualty” shall be construed to mean damage or destruction of the Premises, or any portion thereof, by any cause, including, without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion, or any other like or different type or kind of catastrophe.

3. “Casualty Affecting a Material Portion of the Premises” shall be construed to mean a Casualty which, in Tenant’s reasonable judgment, renders the Premises unsuitable for the Tenant’s continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty.

4. “Common Area” shall mean those areas located within the Building, excluding the Premises, or on the Land used for corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas, parking garages, landscaped areas, and other similar facilities, or areas provided for the common use or benefit of tenants generally and/or the public.

5. “Date of Casualty” shall be construed to mean the date on which the Casualty occurs.

6. “Hazardous Substances” shall be construed to mean any chemical, material, or substance, whether solid, liquid, or gaseous which is listed, defined, or regulated as a “hazardous substance”, “hazardous waste”, “hazardous material”, “extremely hazardous waste”, “restricted hazardous waste”, “regulated substance”, “medical waste”, “toxic substance”, or words of similar import under any Law, including any: (i) oil, petroleum, petroleum product or petroleum derivative, flammable or ignitable substances, explosives, or radioactive materials; (ii) asbestos in any form which is or could become friable, or which is deemed hazardous under any applicable Law; (iii) urea formaldehyde foam insulation; (iv) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB); (v) other chemical, material, or substance, exposure to which is prohibited, limited, or regulated by any governmental authority, or which causes or constitutes a nuisance or a hazard to the environment or public health or safety; and (vi) other chemical, material, or substance which could pose a hazard to the
environment.

7. “Land” shall be construed to mean the real property, fee simple title or an estate for years to which is owned by Landlord, upon which the Building is located.

8. “Landlord” shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association, or individuals, shall in all cases be assumed as though in each case fully expressed.

9. “Laws” shall be construed to mean all federal, state, county, municipal, and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements, and directives applicable to the Building and all decisions, judgments, writs, injunctions, orders, decrees, or demands of courts, administrative bodies, and other authorities construing any of the foregoing.

10. “Mortgage” shall be construed to mean any mortgage, deed to secure debt, deed of trust, trust deed, or other conveyance of, or lien or encumbrance against, the Building or the Land as security for any debt, whether now existing or hereafter arising or created.

11. “Notice(s)” whenever any notice, demand, or request is required or permitted under this Agreement, such shall be in writing and shall be delivered by hand, be sent by registered or certified United States mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses as are specified by Notice given in accordance herewith. Notices to Landlord will be marked “Attn.: County Manager”. Notices delivered by hand shall be deemed given upon the date so delivered. Notices given by mailing shall be deemed given on the date of deposit in the United States Mail. Notices given by commercial courier shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, which is triggered by the Notice, shall commence to run from the date of receipt of the Notice by the addressee thereof, on the third (3rd) day following mailing or the date the addressee would have received the Notice but for the refusal of the addressee to accept delivery, whichever occurs first.

12. “Occupying Agency” shall be construed to mean: (a) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, or (b) any other public state entity as defined by Georgia state law, which is assigned a space by Tenant to use the Premises for its intended purpose.

13. “Party” shall be construed to mean either Landlord or Tenant, as appropriate. “Parties” shall mean both Landlord and Tenant, and such reference shall be deemed to include the heirs, legal representative(s), devisees, legatees, next-of-kin, successors, and assignees of said Party, the same as if in each case expressed.

14. “Premises” shall include not only the property more particularly described below and shown in “Exhibit A”, but also all the fixtures, improvements, tenements, and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

15. “Term” shall include not only the original term but also any renewal or extension of the original term, as exercised by the Tenant.

ARTICLE II. PREMISES LEASED

1. Premises Leased. Landlord, in consideration of the rents agreed to be paid by Tenant, and of the
covenants, agreements, provisions, terms, conditions, and stipulations (hereinafter sometimes referred to as “Provisions”) hereby grants an estate for years to Tenant, and Tenant hereby takes and rents, pursuant to those Provisions, the Premises as described: a Single Tenant 12,014 square foot building situated on Parcel ID S1010026, Pine Street, Springfield, GA 31329; and assigned the mailing address of:

Building Address: 204 Franklin Street  
Floor / Suite: Entire Building  
Size of Premises: Approximately 12,014 rentable square feet  
County: Effingham County  
City / State: Springfield, GA 31329

2. **Drawing of Premises.** The Premises are further shown and delineated on “Exhibit A”, a drawing prepared for Landlord and Tenant, a copy of said drawing marked Exhibit A is attached hereto, incorporated in, and by reference made a part of this Agreement.

**ARTICLE III. TERM, RENTAL RATE & RENEWAL OPTION**

1. **Term.** This Agreement shall commence on the 1st day of July, 2021 (the “Commencement Date”). This Agreement shall end at 11:59 p.m. on the 30th day of June, 2022 (the “Expiration Date”) unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date, the Expiration Date, and the period between shall be collectively referred to as the “Term”.

2. **Landlord’s Failure to Deliver the Premises at the Commencement of the Term.** Should Landlord, for any reason, be unable to deliver possession of the Premises to Tenant on the Commencement Date, this Agreement may be immediately terminated and declared null and void at the option of Tenant by providing Landlord with Notice. Should Tenant elect not to exercise this option then there shall be a total abatement of Fixed Rental and Operating Expenses, if any, during the period between the Commencement Date and the date Landlord delivers possession of the Premises to Tenant.

3. **Rental Rate.** For the use and rent of the Premises, Tenant agrees to pay to Landlord, at the above stated business address, or at such other address as may be designated in writing from time to time by Landlord, the total fixed monthly rental amounts as set forth in the following chart (hereinafter “Fixed Rental”), beginning on the Commencement Date, and payable thereafter on the first day of each and every calendar month during the Term. Provided however, if the Commencement Date is a day other than the first day of a calendar month, the monthly installment of Fixed Rental payable for the period from the Commencement Date through the end of the calendar month during which the Commencement Date occurs shall be the Fixed Rental prorated on a daily basis, which amount shall be paid together with the Fixed Rental for the first full calendar month of the Term, on the first day of the first calendar month following the Commencement Date. Provided further however, if the Expiration Date or termination is a day other than the last day of a calendar month, the Fixed Rental payable for the month during which the Expiration Date occurs shall be the Fixed Rental prorated on a daily basis.

<table>
<thead>
<tr>
<th>FISCAL YEAR</th>
<th>TERM</th>
<th>MONTHLY RENT</th>
<th>ANNUAL RENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>7/1/21 – 6/30/22</td>
<td>4,560.00</td>
<td>$54,720.00</td>
</tr>
</tbody>
</table>

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Page 3 of 36
4. **Renewal Option.** Landlord hereby grants Tenant the exclusive right, privilege, and option to renew or extend the Term of this Agreement, at the expiration of the aforementioned Term, for Four (4) additional periods of One (1) year each (hereinafter referred to as “Renewal Option(s)”).

The Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the paragraph below. Notice of Tenant’s desire to exercise the Renewal Option shall be given to Landlord either forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any previously exercised Renewal Option, or five (5) days after the Governor signs the annual general appropriations bill, whichever occurs later, but in no case shall Tenant’s Notice to exercise the Renewal Option be given to Landlord later than June 30th of the then current Term.

It is further provided that this Renewal Option may be exercised by Tenant only in the event that all rents have been fully paid and all Provisions of this Agreement, on the part of Tenant, have been fully and faithfully performed, kept, and observed by Tenant. Unless otherwise specified, the initial Term as provided above and any and all effective Renewal Option(s) are collectively referred to as the “Term”.

5. **Renewal Rental Rate.** Should Tenant renew this Agreement as provided above, the following rates shall apply:

<table>
<thead>
<tr>
<th>FISCAL YEAR</th>
<th>TERM</th>
<th>MONTHLY RENT</th>
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<td>$54,720.00</td>
</tr>
<tr>
<td>2024</td>
<td>7/1/23 – 6/30/24</td>
<td>4,560.00</td>
<td>$54,720.00</td>
</tr>
<tr>
<td>2025</td>
<td>7/1/24 – 6/30/25</td>
<td>4,560.00</td>
<td>$54,720.00</td>
</tr>
<tr>
<td>2026</td>
<td>7/1/25 – 6/30/26</td>
<td>4,560.00</td>
<td>$54,720.00</td>
</tr>
</tbody>
</table>

**ARTICLE IV: PERMITTED USE**

1. **Permitted Use of Premises.** Tenant does hereby this day rent and take from Landlord the above-described Premises, upon the said Provisions herein stated, to be used for any lawful business purpose. Tenant may use the Common Area to conduct Tenant’s business, subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty, and other extended insurance coverage insuring the Premises. Tenant further agrees not to sell, or to permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies.

2. **Waste and Nuisance.** Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.

**ARTICLE V. LANDLORD COVENANTS**

1. **Covenant of Title and Quiet Enjoyment.**
   a. Landlord covenants that it is seized of the Premises in fee simple absolute or an estate for years. Landlord agrees that the Tenant, paying the rent and keeping the Provisions herein
contained, shall lawfully, quietly, and peacefully have, hold, use, possess, enjoy, and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by Landlord or by any other person or persons whatsoever. If for any reason, Tenant is deprived of the right to lawfully, quietly, and peacefully have, hold, use, possess, enjoy, and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel hereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving Landlord Notice thereof.

b. If Landlord’s title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation, or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.

2. Mortgages and Subordination. This Agreement is subject to all mortgages and deeds to secure debt which may now or hereafter encumber the Premises, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This clause shall be self-operative, and no further instrument or subordination need be required by the holder of any such security instrument. Tenant shall, at Landlord’s request, promptly execute an estoppel and subordination agreement provided that the agreement is substantially similar in form to, and no less favorable to Tenant than, the document attached hereto as “Exhibit D”. Landlord warrants to Tenant, knowing that Tenant is relying on such warranty, that neither the Building nor the Land is subject to any mortgage, deed to secure debt, lien, encroachment, covenant, easement, or restriction which would adversely affect Tenant’s use and enjoyment of the Premises.

3. Environmental Covenants & Remediation.

a. Landlord warrants, to Landlord’s actual knowledge, that no portion of the Building or the Land has ever been used for the storage, processing, treatment, or disposal of Hazardous Substances; the Building and the Land do not and will not contain Hazardous Substances; no Hazardous Substances have been released, introduced, spilled, discharged, or disposed of, nor has there been a threat of release, introduction, spill, discharge, or disposal of Hazardous Substances, on, in, or under the Land; there are no pending or known threatened claims, administrative proceedings, judgments, declarations, or orders, relating to the presence of Hazardous Substances on, in, or under the Land; the Land is in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept, or used in or about the Building; and, no Hazardous Substances have been released, introduced, spilled, discharged, or disposed of on, in, or under any adjacent land.

b. If removal, encapsulation, or other remediation of Hazardous Substances located in, on, or under the Land or Building is required by applicable Laws (the “Remediation”), Landlord shall immediately, at no expense to Tenant, take all measures necessary to comply with all applicable Laws and perform such Remediation, unless such Hazardous Substances were released.
or placed on the Land or Building by Tenant. Landlord shall repair and restore the Land or Building at Landlord’s sole cost and expense (the “Restoration”). From the date such Hazardous Substances are discovered on the Land or Building until the date such Remediation and Restoration is complete, the rent due hereunder shall be reduced by the same percentage as the percentage of the Premises which, in Tenant’s good faith judgment, cannot be safely, economically, or practically used for the operation of Tenant’s business. Notwithstanding anything to the contrary, if in Tenant’s good faith judgment such Remediation and Restoration cannot be completed within ninety (90) days following the date such Hazardous Substances are discovered, Tenant may terminate this Agreement by Notice to Landlord which termination shall be effective on Landlord’s receipt.

c. Landlord shall indemnify and hold Tenant harmless from and against any and all claims, judgments, demands, penalties, fines, losses, and costs and expenses incurred by Tenant during or after the Term of this Agreement as a result of (i) any Hazardous Substances that Landlord causes or permits to be brought upon, kept, or used in or about the Land or Building; (ii) release or disposal of any Hazardous Substances that exist in or about the Land or Building as of the Commencement Date; and (iii) any migration of Hazardous Substances onto or under the Land or Building.

4. Condemnation.
   a. Landlord warrants to Tenant, knowing that Tenant is relying on such warranty, that to Landlord’s actual knowledge, there are no pending, threatened, or known contemplated condemnation actions involving all or any portion of the Land; and there are no existing, proposed, or known contemplated plans to widen, modify, or realign any public rights-of-way located adjacent to any portion of the Land.
   b. In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity, or any other condemning authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance, or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon Notice to Landlord and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises.
   c. When only a portion of the Premises is taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the Premises must be surrendered or whether it will remain on the Premises with the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the Premises. To exercise this election, the Tenant must provide Notice to Landlord within thirty (30) days after it is ultimately determined what portion of the Premises will be taken under such proceeding (a “Tenant Election”).
   d. In the event the Tenant elects to remain on the Premises under the conditions set forth above, Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. If Landlord fails to substantially complete such alterations and repairs within one hundred twenty (120) days following the date that Tenant gives a Tenant Election, then within thirty (30) days following expiration of such 120-day period, Tenant may
terminate this Agreement by Notice to Landlord which shall be effective upon Landlord’s receipt.

e. The rights of Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity or condemning authority exercising the power of eminent domain or condemnation.

5. **Taxes and Assessments.** Landlord, during the Term of this Agreement, agrees and covenants to pay off, satisfy, and discharge, as they become due all assessments, taxes, levies, and other charges, general or special, of whatever name, nature, and kind, which are or may be levied, assessed, imposed and/or charged upon the Premises.

6. **Additional Landlord Covenants, Representations, and Warranties.** To Landlord’s actual or constructive knowledge, Landlord represents, warrants, and covenants to and with Tenant, knowing that Tenant is relying on each such representation, warranty, and covenant, that:

   a. there are no actions, suits, or proceedings pending or known to be threatened against, by or affecting Landlord, which affect title to the Premises or the Building, or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or before any governmental authority, domestic or foreign;

   b. the execution of and entry into this Agreement, and the performance by Landlord of Landlord’s duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement, or other instrument to which Landlord is a Party, any judicial order or judgment of any nature by which Landlord is bound, or the organizational documents of Landlord;

   c. the Premises do not violate any applicable Laws, and the use and occupancy of the Premises by the Tenant to conduct Tenant’s business will not be in violation of any Laws applicable to the Premises;

   d. the elements of the Building that Landlord is obligated to repair, maintain, and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;

   e. on the Commencement Date, the Premises complies in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;

   f. as of the Commencement Date the Building, and the Building systems serving the Premises are in good condition and repair;

   g. the storm and surface water drainage facilities currently serving the Building (collectively, the “Drainage Facilities”) are properly engineered to, and do, prevent pooling and flooding on the Land under normal conditions; and

   h. the paved driveways, parking areas and related improvements, curbing, entrances, and exits located on the Land (collectively, the “Paved Areas”) comply with all applicable Laws and are in good condition and repair.

**ARTICLE VI. UTILITIES AND JANITORIAL SERVICES**

1. **Utilities.**

   a. Landlord represents, warrants, and covenants to Tenant, knowing that Tenant is relying on such representation, warranty, and covenant, that all utilities (including, without limitation, water, storm and sanitary sewer, electricity, gas, internet, and telephone) are available
to the Building in capacities sufficient to serve and operate Tenant’s business from the Premises.

b. While occupying the Premises, Tenant shall maintain accounts in its name for any utility used by Tenant to service the Premises including electricity, gas, water, sewer, internet, and telephone and shall pay for these utilities directly to the appropriate utility service provider.

2. Janitorial Services. Tenant shall furnish and pay for all janitorial services for the Premises. Landlord shall contract and pay for all janitorial services for the Common Areas.

ARTICLE VII. CASUALTY, REPAIRS, MAINTENANCE, ALTERATIONS, AND IMPROVEMENTS

1. Casualty Affecting the Premises.

a. If a Casualty Affecting a Material Portion of the Premises occurs, Tenant, at its option, shall have the right to terminate this Agreement by giving Notice to Landlord of such termination within thirty (30) days after the Date of Casualty. Upon this issuance of Notice to Landlord, this Agreement shall terminate, and the Date of Casualty shall be the effective Expiration Date, and all rent and other sums shall be apportioned and paid through and including the Date of Casualty.

b. If a Casualty Affecting a Material Portion of the Premises occurs and Tenant does not terminate this Agreement, or if the Casualty is not deemed by Tenant to be a Casualty Affecting a Material Portion of the Premises, then: (i) this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected, and in full force and effect; provided, however, that, commencing with the Date of Casualty, Fixed Rental and Operating Expenses, if any, shall be prorated to the extent that, and for so long as, any portion of the Premises is not reasonably usable by Tenant in the ordinary conduct of its business; and (ii) Landlord shall promptly proceed to restore the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. If such restoration shall not be substantially completed within ninety (90) days following the Date of Casualty, then within thirty (30) days following expiration of such 90-day period, Tenant may terminate this Agreement by Notice to Landlord, which termination shall be effective upon Landlord’s receipt.

2. Repairs & Maintenance by Landlord.

a. Throughout the Term of this Agreement, Landlord, at Landlord’s sole cost and expense, shall maintain, repair, keep in good operable condition, and replace as necessary, the Building and Common Area, including without limitation, Drainage Facilities, heating, ventilation, and air conditioning (“HVAC”) systems, roof, foundations, footings, columns, exterior walls, and other structural components, parking and other Paved Areas, utility lines and sewer pipes, other building systems. Landlord shall repair any damage to the Building and Common Area caused by the negligence or willful misconduct of Landlord or its employees, agents, or contractors. Landlord shall also be responsible for the removal of waste, ashes, garbage, trash, excelsior, straw, and all other refuse from the Common Area.

b. Landlord, at Landlord’s sole cost and expense shall be responsible for maintenance of landscaped areas in the Common Area, which shall include but not be limited to: mowing, edging, trimming, fertilizing, and irrigating or watering of all areas consisting of grass or ornamental plants; placement of mulch or plants in landscaped beds; pruning, and other pest control for trees, shrubs, and plants including the removal of dead, poisonous, or dangerous vegetation, and
trees.

c. Landlord shall also keep the Common Area and the Building free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement. Landlord shall also (i) keep the Common Area well-lit and change light bulbs in the Common Area as necessary; and (ii) maintain and repair the interior portions of the Common Areas such that they remain in good condition and repair, and replace such interior portions of the Common Areas as necessary, at its own cost except that Tenant shall reimburse Landlord upon demand for reasonable cost of maintenance, repairs, or replacements to the Common Areas necessitated by the willful misconduct of Tenant, Occupying Agency, or Occupying Agency’s invitees.

d. Landlord shall maintain and repair the interior portions of the Premises such that they remain in good condition and repair and replace such interior portions of Premises as necessary. Landlord shall also keep the Premises well-lit and change light bulbs in the Premises as necessary. Tenant shall reimburse Landlord upon demand for reasonable cost of maintenance, repairs, or replacements to the Premises necessitated by the willful misconduct of Tenant, Occupying Agency, or Occupying Agency’s invitees. In the event that Tenant constructs or erects any additions and/or improvements on the Premises, Landlord shall have no obligation whatsoever to service, replace, keep, and maintain the same in good order and repair.

e. Landlord acknowledges that all fire detectors installed on the Premises are in proper working condition, and that they have been inspected. Landlord shall also be responsible for the care of extinguishers on the Premises, as well as the interim testing and repair.

f. Tenant shall give Landlord prompt Notice if Tenant believes that there is a condition that requires maintenance, repair, or replacement within the Premises.

3. **Tenant’s Right to Make Repairs.**

a. If Tenant gives Notice to Landlord of the need for any such maintenance, repair, or replacement and Landlord fails to commence such maintenance, repair, or replacement within ten (10) days or fails to diligently pursue such maintenance, repair, or replacement, Tenant may give Landlord Notice of Tenant’s intention to undertake such maintenance, repair, or replacement. Upon receipt of such Notice, if Landlord fails to commence or diligently pursue such maintenance, repair, or replacement within three (3) business days, then Tenant may proceed to undertake such maintenance, repair, or replacement. Tenant may immediately commence repair without further Notice if Tenant’s initial Notice identifies the condition requiring maintenance, repair, or replacement as one that involves present or imminent danger of injury to persons or damage to property.

b. All costs and expenses incurred by Tenant in exercising Tenant’s rights under this paragraph, shall bear interest at eight percent (8%) per annum from the date of payment by Tenant, and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant.

c. Landlord agrees that any services, replacement, repairs, or maintenance done by the Tenant to the Premises, shall not be construed as a waiver by the Tenant of Landlord’s
obligations under this Agreement.

d. Tenant shall have no obligation to make alterations to, repair damage to, or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises.

4. **Landlord’s Entry for Inspection and Repairs.** Tenant shall permit Landlord, its agents, or employees to enter onto the Premises at all reasonable times, provided that Landlord shall provide no fewer than two (2) days’ prior Notice, for the purpose of inspecting or making repairs to any portion of the Premises or performing any other obligation required under this Agreement. In case of emergencies, Tenant shall permit Landlord and its agents or employees to enter the Premises without advance Notice.

5. **Landlord’s Employees and Contractors.** Landlord shall use care to select honest and efficient employees or third parties for performance of any obligation required under this Agreement. Landlord shall be responsible to Tenant for the negligence, theft, fault, and misconduct of such employees and third parties. Tenant agrees to report promptly to Landlord any neglect of duty or any incivility on the part of such employees and third parties which in any way interferes with Tenant’s full enjoyment of the Premises.

6. **Improvements to Premises.** INTENTIONALLY OMITTED

7. **Tenant Trade Fixtures and Alterations.** In addition to tenant improvements to be performed by the Landlord as provided above if any, following advance written Notice to and approval from the Landlord, Tenant may install trade fixtures and make, at its own cost and expense, such non-structural, removable alterations, erections, or additions as are necessary to adapt the Premises for Tenant’s business. All alterations, erections, additions, and trade fixtures installed or placed on the Premises by Tenant shall continue and remain the property of Tenant and may be removed by Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If Tenant removes any or all of the alterations, erections, additions, and trade fixtures it has installed or placed on the Premises, Tenant agrees to repair any damage directly resulting to the Premises from such removal.

8. **Removal of Fixtures, etc. by Tenant.** At any time before or on the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture, and personal property which it has placed on the Premises.

9. **Parking.** Landlord shall provide parking in the amount of five (5) spaces per 1,000 square feet of the Premises, or Fifty-Five (55) parking spaces located on the Land.

10. **Signage.** INTENTIONALLY OMITTED

11. **Riders.** A Rider, identified as “Exhibit F”, is attached hereto and incorporated herein, sets forth certain original, additional, or substitute provisions. In the event of any conflict between this Agreement and any Riders, the terms of the Rider shall control.

**ARTICLE VIII. INSURANCE**

1. **Landlord’s Insurance.** Landlord shall procure and maintain in full force and effect at all times during the Term of this Agreement, the following types of insurance with respect to the Land, Building and Common Area (i) commercial general liability insurance in an amount of not less than $1,000,000 each occurrence for injury, death, or damage to property and $3,000,000 in the aggregate, which limit may be met through a combination of primary and excess liability policies; and (ii) all-risk property insurance written on a replacement cost basis to cover the replacement value of the Land (to the extent
insurable), Building and Common Area, and any other property for which Landlord has insuring responsibility. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. Landlord shall furnish Tenant with certificates of insurance or other acceptable evidence that such insurance is in effect. Landlord shall pay all premiums for the insurance coverage which Landlord is required to procure and maintain under this Agreement. Each insurance policy: (i) shall name Tenant as an additional insured Party; (ii) shall provide that the policy cannot be canceled as to the Tenant except after the insurer gives Tenant ten (10) days written notice of cancellation; (iii) shall not be subject to invalidation as to Tenant by reason of any act or omission of Landlord or any of Landlord’s officers, employees, or agents; and (iv) shall contain a provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if Landlord waives in writing prior to a loss any or all rights of recovery against Tenant for loss occurring to property covered by that policy, and a provision whereby Landlord waives any claims by way of subrogation against all Parties.

2. Tenant’s Insurance. Throughout the Term of this Agreement, Tenant will self-insure and maintain, in accordance with policies of the Georgia Department of Administrative Services, insurance coverage for Tenant’s personal property located in the Premises in an amount not less than full replacement cost of all of Tenant’s personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks. Tenant shall provide third party liability coverage arising from the acts of its officers, members, and employees, in accordance with the Georgia Tort Claims Act, O.C.G.A. §50-21-20 et seq., through the self-insurance funds maintained pursuant to Georgia Law through the Georgia State Tort Claims Policy. The Georgia State Tort Claims Policy provides coverage in the amount of $1,000,000 per person and $3,000,000 per occurrence for claims covered by the Act.

ARTICLE IX. DEFAULT AND LEASE EXPIRATION

1. Landlord Remedy in the Event of Tenant Default. The following events shall constitute default by Tenant under this Agreement: (i) if Tenant fails to pay, when due, any rent or other payment of money and shall not cure such failure within thirty (30) days after Landlord gives Tenant Notice thereof, or (ii) if Tenant violates or breaches, or fails fully and completely to observe, keep, satisfy, perform, and comply with, any reasonable material term, covenant, condition, requirement, restriction, or provision of this Agreement (other than the payment of rent or any other payment to be made by Tenant), and shall not cure such failure within thirty (30) days after Landlord gives Tenant Notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Tenant and Tenant’s effects from Premises.

2. Entry for Carding, Etc. In the event the Tenant does not exercise the renewal or extension option provided above, then Landlord may, within the forty-five (45) day period preceding the expiration of the Term of this Agreement, card the Premises thereby advertising the same “For Sale”, “For Rent”, or “For Lease”. Landlord, after first securing from the Tenant a date and time, may enter on the Premises to exhibit the same to prospective purchasers, tenants, or lessees.

3. Surrender of the Premises. With the exception of reasonable use and ordinary wear and tear thereof, repairs and maintenance required to be performed by Landlord, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation, and damage or defects arising from the negligence or default of Landlord, Tenant shall at the expiration of this Agreement surrender up the
Premises in good order and condition. Landlord shall have thirty (30) days from the date of surrender of the Premises to provide Notice to Tenant of any claim of damage to the Premises that is the Tenant’s responsibility. Landlord waives any such claim after thirty (30) days.

4. **Holding Over.** Any holding over, or continued use and/or occupancy by the Tenant, of the Premises after the expiration of this Agreement shall operate and be construed as a tenancy-at-will at the same monthly rate of rental in effect at such time of expiration as set out above and under the same Provisions in force at the expiration of this Agreement.

**ARTICLE X. TENANT ASSIGNMENT**

1. **Assignment and Subletting of Premises by the Tenant.** Landlord recognizes and acknowledges that (i) Tenant is Public Body Corporate and Politic created within the Executive Branch of the State Government of Georgia by O.C.G.A. § 50-16-32; (ii) Tenant’s duties include the management of the utilization of administrative space [as defined by O.C.G.A. § 50-16-31(1.1)] in the manners permitted by O.C.G.A. § 50-16-31 et seq.; (iii) pursuant to O.C.G.A. § 50-16-41, the management of the utilization of administrative space by Tenant shall include Tenant entering into any necessary agreements to rent or lease administrative space and then subsequently subletting or assigning space to an Occupying Agency requiring the space. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant’s sublet or assignment of space within the Premises, or any portion thereof, as well as the assignment of this Agreement, to an Occupying Agency without obtaining Landlord’s consent, so long as Tenant gives Landlord prior Notice thereof.

2. **Additional Items Regarding Assignment or Subletting.** Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive, or apparent authority to amend or otherwise modify the terms of this Agreement, or to otherwise bind Tenant.

**ARTICLE XI. ADDITIONAL TENANT CLAUSES**

1. **Public Official/Public Employee Conflict of Interest.** Landlord and Tenant hereby certify that the provisions of law contained in O.C.G.A. § 45-10-20 et seq., prohibiting full-time and part-time public officials, and employees of the State of Georgia from engaging in certain transactions affecting the State of Georgia have not been and will not be violated in any respect by this Agreement.

2. **Security for Financing.**

   a. Tenant acknowledges that this Agreement and its obligations hereunder may become a source of repayment for any of Landlord’s financing of the Premises. Tenant does not prohibit Landlord from pledging or assigning the rents payable by Tenant hereunder as security for such financing so long as the pledge or assignment does not exceed beyond the Term of this Agreement. Tenant will affirmatively acknowledge the rights of any lender or other party in connection with such financing to the extent permitted by law.

   b. Notwithstanding the foregoing, Landlord represents and acknowledges that the Building, this Agreement, or the rents payable hereunder shall not be pledged or used as security for any publicly issued bond debt, whether issued by a public, quasi-public, or private entity, without Tenant’s written approval which may be withheld at Tenant’s sole discretion.
3. **State Fire Marshal’s Office Approval of Floor Plans and Issuance of Certificate of Occupancy.** Landlord and Tenant hereby acknowledge that the floor plans attached to this Agreement as Exhibit A are subject to final approval by the State Fire Marshal’s Office. Additionally, such floor plans are subject to those adjustments or changes required by the State Fire Marshal’s Office without cost or expense to the Tenant. Landlord is responsible for submission of plans to the State Fire Marshal’s Office.

**ARTICLE XII. INTERPRETATION AND ENFORCEMENT**

1. **Headings.** The use of headings, captions, and numbers in this Agreement are solely for the convenience of identifying and indexing the various Provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any Provision in this Agreement.

2. **Singular and Plural.** Whenever appropriate in this Agreement, a singular term shall be construed to mean the plural where necessary and a plural term shall be construed to mean the singular where necessary.

3. **No Waiver of Right.** Failure by any Party to complain of any action, non-action, or breach of any other Party shall not constitute a waiver of any aggrieved Party’s rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present, or future.

4. **Time of Essence; Dates.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, or federal or state holiday, such date or expiration shall automatically be extended to the next day which is not a Saturday, Sunday, or federal or state holiday. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date and shall include the period of time through and including such specified day or date.

5. **Binding Effect on Heirs, Assigns, Etc.** Each of the Provisions contained in this Agreement shall apply, extend to, be binding upon, and inure to the benefit or detriment of, not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors, and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.

6. **Change in the Ownership of the Premises.** No change or division in the ownership of the Premises shall operate to enlarge the obligations or diminish the rights of Tenant. Further, no change or division in the ownership of the Premises shall be binding on Tenant for any purpose, including the payment of Fixed Rental, until Tenant shall have been furnished with Notice from the Landlord of such change in ownership which shall include the name, address, contact information, and rent payment address for the new landlord, and a copy of the recorded instrument or other legally authenticated written instrument evidencing such change or division in the ownership of the Premises; or a copy of the assignment of this Agreement by Landlord to another party.

7. **Notice of Appointment of Agent.** Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until Notice of the appointment and the extent of the authority of such agent shall be first given to Tenant by the Party appointing such agent.
8. **Requirement for Written Amendment.** This Agreement shall not be modified or amended in any respect except by a written agreement, executed by the Parties in the same manner as this Agreement is executed.

9. **Jurisdiction and Venue.** This Agreement shall be governed by, construed under, and interpreted and enforced in accordance with, the laws of the State of Georgia. The parties hereby agree that the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction and venue in all matters concerning this Agreement.

10. **Counterparts and Authority to Execute.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

11. **Right to Counsel and Interpretation.** Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party’s having or being deemed to have prepared or imposed such provision.

12. **Entire Agreement.** Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect.

(Signatures begin on next page. Remainder of page is intentionally blank.)
IN WITNESS WHEREOF, Landlord and Tenant have hereunto signed, sealed, and delivered this Agreement in duplicate original on the day, month, and year first above written, each of the Parties keeping one of the duplicate originals.

Signed, sealed, and delivered as to Landlord in the presence of:

__________________________________
Unofficial Witness

__________________________________
Notary Public
My Commission Expires:

(Affix and Impress Notary Public Seal Here)

LANDLORD:

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: ________________________________

Name: Wesley M. Corbitt
(print name)

Title: Chairman
(print title)
Signed, sealed, and delivered as to Tenant in the presence of:

__________________________________
Unofficial Witness

__________________________________
Notary Public
My Commission Expires:

(Affix and Impress Notary Public Seal Here)

TENANT:
STATE PROPERTIES COMMISSION

By: ________________________________
Name: ______________________________
Title: ______________________________

Item IX. 3.
EXHIBIT B

INTENTIONALLY OMITTED
EXHIBIT C

INTENTIONALLY OMITTED
EXHIBIT D

[Form Estoppel and Subordination Agreement]

Lease # __________

ESTOPPEL AND SUBORDINATION AGREEMENT

This ESTOPPEL AND SUBORDINATION AGREEMENT (this “Agreement”) dated the ______ day of _____________, ______ between ______________________________ _________ whose address is ______________________________ ______________________________ (“Mortgagee”), and STATE PROPERTIES COMMISSION, a commission within the State Government of Georgia created by O.C.G.A. §50-16-32, whose business address for purpose of this Agreement is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334 (“Tenant”).

RECITALS:

WHEREAS, Tenant has entered into a Master Lease Agreement dated _________________, _____ (the “Lease”) with ________________ (“Landlord”), covering certain premises more fully described in the Lease (the “Premises”), which Premises are a part of that the real property located at ______________________________, ______________________________;

WHEREAS, a condition of funding the aforesaid loan by Mortgagee to Landlord is that the Lease be ratified and subordinated to the Security Deed and that the Tenant agree to attorn to Mortgagee; and

WHEREAS, Landlord and Tenant wish to so ratify and are willing to subordinate the Lease to the Security Deed; and

WHEREAS, Tenant has agreed that Tenant will attorn to Mortgagee, provided Tenant is assured of continued and undisturbed occupancy of the Premises under the terms of the Lease.

NOW, THEREFORE, for and in consideration of the Premises, the mutual covenants herein contained and the sum of Ten Dollars and no/100 ($10.00) in hand paid by Mortgagee to Landlord and to Tenant, the receipt and sufficiency whereof are hereby acknowledged, Tenant, Landlord, and Mortgagee hereby agree as follows:

1. **Status of Lease.** Landlord and Tenant hereby represent to Mortgagee as follows:

   a. that the Lease is in full force and effect, that there are no amendments or modification thereto unless as expressly set forth above, and that there are no other agreements between Landlord and Tenant relating to the Premises;

   b. Tenant has not prepaid any rental, other than as provided in the Lease, to Landlord, or to any other party, other than the rent due and payable in the calendar month of the execution
of this Agreement; and

c. Tenant is not in breach or default of the Lease.

2. **Subordination.** The Lease and the rights of the Tenant thereunder are hereby subordinated to the Security Deed and the security title thereof and to all renewals, substitutions, extensions, replacements, consolidations, and increases in amount thereof.

3. **Non-Disturbance of Lease.** So long as the Lease, including any renewals, extensions, substitutions, or replacements thereof, shall be in full force and effect and Tenant shall not be in default thereunder:

   a. Tenant shall not be joined as an adverse or party defendant in any action or proceeding which may be instituted or commenced by Mortgagee to foreclose or enforce the Security Deed or the Note secured thereby;

   b. Tenant’s interest under the Lease shall not be terminated or disturbed during the term of the Lease, including any renewals, extensions, substitutions, or replacements thereof, nor shall Tenant be evicted from the Premises by reason of any default under the Security Deed or the Lease Assignment.

4. **Attornment of Tenant.** In the event either Mortgagee or any successor in interest shall succeed to the rights of Landlord under the Lease, whether through possession, surrender, assignment, judicial action, foreclosure action, or delivery of a deed or otherwise, Tenant shall attorn to and recognize such successor-landlord as Tenant’s landlord and the parties shall promptly execute and delivery any instrument that any one of them may reasonably request of the other to evidence such attornment and acceptance thereof and the recognition by such parties of all of the terms, provisions, covenants, obligations, and privileges contained in the Lease. From and after the time of such attornment, Tenant shall have the same remedies against such successor-landlord for the breach of an agreement contained in the Lease, including any renewals, extensions, substitutions, or replacements thereof, that Tenant might have had against Landlord if the Lease has not been terminated, except that no such successor-landlord shall be (i) in any way responsible or liable for any act or omission of any prior landlord, (ii) subject to any offsets or defenses which Tenant might have against any prior landlord, and Tenant agrees not to assert the same or any damages arising therefrom against such successor-landlord, (iii) bound by any rent which Tenant might have paid for more than the current month to any prior landlord, (iv) bound by any amendment or modification to the Lease made without the prior written consent of Mortgagee, or (v) in any way responsible for any deposit or security which was not delivered to such successor-landlord.

5. **Notice of Default to Mortgagee.** Tenant hereby agrees to give prompt written notice to Mortgagee of any default of the Landlord under the Lease, if such default is of such a nature as to give Tenant the right to terminate the Lease, reduce rent or to credit or offset any amounts against future rent. It is further agreed that such notice will be given to any successor in interest of the Mortgagee under the Security Deed provided that prior to such default of the Landlord, such successor in interest shall have given written notice to the Tenant of its acquisition of the Mortgagee’s interest therein, and designated the address to which such notice is to be directed.
6. **Notices, Demands, and Requests.** All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly given or served by depositing in the United States Mail, postage prepaid, and registered or certified, return receipt requested, and addressed to the addresses set forth on the first page hereof. The sender of said notice shall request the United States Postal Service to show to whom, date, and address of delivery of said notice. All notices, demands, and request shall be effective upon being deposited in the United States Mail. However, the time period in which a response to any notice, demand, or request must be given, if any, shall commence to run from the date of receipt of the notice, demand, or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, or request sent. By giving at least thirty (30) days written notice thereof, Tenant, Landlord, or Mortgagee shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

7. **No Oral Change.** This Agreement may not be discharged or modified orally or in any manner other than by an agreement in writing signed by the party or parties to be charged thereby.

8. **Binding Effect.** The agreements herein contained shall bind and inure to the benefit of the successor in interest of the parties hereto and, without limiting such, the agreements and rights of the Mortgagee shall specifically be binding upon and inure to the benefit of any purchaser of the property at a sale foreclosing the Security Deed.

9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Georgia.

---

**TENANT**

WITNESS

__________________________________  ________________________________

Notary Public  
My Commission Expires:

__________________________________  ________________________________

(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)

By:__________________________________

Title:_______________________________

---

SPC Annual Lease 3362  
Page 22 of 36
WITNESS

___________________________________
Notary Public
My Commission Expires:

___________________________________
(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)

LANDLORD

___________________________________
Notary Public
My Commission Expires:

___________________________________
(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)

MORTGAGEE

___________________________________
By:

Title:

___________________________________
By:

Title:
EXHIBIT E

INTENTIONALLY OMITTED
EXHIBIT F

RIDER

This Rider shall be a part of the foregoing Master Lease Agreement (the “Agreement”) by and between EFFINGHAM COUNTY BOARD OF COMMISSIONERS as “Landlord”, and the STATE PROPERTIES COMMISSION as “Tenant”. In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Agreement to which this Rider is attached, the terms and conditions of the Rider shall control. In addition to any other terms whose definitions are fixed and defined within this Rider, the terms used herein with the initial letter capitalized shall have the same meaning ascribed to them as set forth in the main text of the Agreement or any of the Agreement’s Exhibits.

1. **At-Will Period:** Landlord and Tenant hereby acknowledge and agree that during the time period from 6/30/2015 through the Commencement Date of this agreement (the “At-Will Period”):
   a. Tenant’s Subtenant or the state entity occupying the Premises (as the Occupying Agency) continually occupied the Premises.
   b. The Occupying Agency continued to pay Rent to Landlord for the Premises.
   c. Landlord continued to accept Rent from the Occupying Agency.
   d. No additional amounts are due from Tenant and/or the Occupying Agency to Landlord for obligations accruing during the At-Will Period.

2. **Signage:** Within one hundred twenty (120) days of the execution of this Agreement, Tenant or Occupying Agency (or Agencies), at Landlord’s sole cost and expense, shall be permitted to replace Occupying Agency’s (or Agencies’) signage graphics where such are extant in, on, and around the Building and Premises, as necessary in order to bring such into compliance with the standards set forth in Department of Human Services Facilities Signage Guide, attached hereto and incorporate herein as Attachment 1 of this Exhibit F.
EXHIBIT F
ATTACHMENT 1

Department of Human Services Facilities Signage Guide

Georgia Department of Human Services

DHS Facility Signage Guide
DHS Facility Signage Guide

Fonts

Signage across the Department’s facilities should be consistent. Overall, signs should use the state seal and the name of the Department and Division in Arial and Arial Black font. “Georgia Department of Human Services” is always represented in Arial Black font. Division names are represented in Arial regular font. Both are written in title case format.

The DHS signs should use black type. Signage restrictions and mandates from building / complex owners should be provided to ofssrealestateunit@dhs.ga.gov.

Doors

Facility doors should have all writing in Arial font, with the exception of the Department name in Arial Black. Font color should be white or black, depending on the tint of the glass. Images of the state seal can be downloaded from the Employee Intranet.

If a vector file is needed, contact dhsgraphics@dhs.ga.gov.

Hours of operation should follow Associated Press Style format, with the hours represented as numerals and “a.m.” or “p.m.” represented lowercase with periods. Please find examples on the following pages.

Hours of operation
Monday – Friday
8 a.m. – 5 p.m.

Design approvals

All signage graphics must be approved by DHS prior to installation. The Office of Facilities and Support Services is the primary contact with the sign vendor regarding design edits. Design approvals and installations will not be authorized unless approved by the DHS Office of Communications.

Measurements

“Y” is determined after the DHS seal is scaled proportionally by the vendor. Once “Y” is determined, the vendor will need to measure and use accordingly.
Item IX. 3.

Single door mockup

Single door specifications

Department name
Anil Black

Division name
Arial Regular
(0.005 inch smaller than Department name)

Do not change kerning/tracking from default settings.

Hours of operation
times
Arial Regular
Follows Associated Press Style

Equal opportunity
and no smoking sign
Arial Regular
Add handicap accessible signage on all new-construction facilities

X = Letter height
1/2X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable
Double door mockup

Double door specifications

All text left-aligned

Hours of operation times
Arial Regular

Follows Associated Press Style

Equal opportunity and no smoking sign
Arial Regular

Add handicap accessible signage on all new-construction facilities

X = Letter height
1/2X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable

Department name
Arial Black

Division name
Arial Regular
(0.05 inch smaller than Department name)
Do not change kerning/tracking from default settings.
Solid/non-glass door mockup

Solid/non-glass door specifications

All text
left aligned

Hours of
operation
times
Arial Regular

Follows
Associated
Press Style

Equal
opportunity
and no
smoking
sign
Arial Regular

Add
disable
accessible
signage
on all new
construction
facilities

X = Letter height
1/2X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable

Department
name
Arial Regular

Division
name
Arial Regular

Do not change
kerning/tracking
from default
settings.

All text and
seal centered

Employee
Entrance

All text
centered
at eye level.

Font
Arial Black

Item IX. 3.
### Item IX.3.

**Solid door with adjacent window panel mockup**

![Solid door mockup image]

**Solid door with adjacent window panel specifications**

<table>
<thead>
<tr>
<th>Seal</th>
<th>Department name</th>
<th>Arial Black</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Division name</td>
<td>Arial Regular</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Do not change kerning/tracking from default settings.</td>
</tr>
</tbody>
</table>

Seal, Department and Division names must be centered on glass.

<table>
<thead>
<tr>
<th>Hours of operation times</th>
<th>Equal opportunity and no smoking sign</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arial Regular</td>
<td>Arial Regular</td>
</tr>
<tr>
<td>Follows Associated Press Style</td>
<td>All text right aligned</td>
</tr>
</tbody>
</table>

X = Letter height
Y = Spacing between lines
52X = Letter height variable
12Y = Spacing between lines variable
Signs/Marquees
Monument/panel sign mockup
Horizontal - Single location

Horizontal - Co-location

Monument/panel sign specifications
Horizontal - Single location

Horizontal - Co-location

\[ X = \text{Letter height} \]
\[ \frac{1}{2}X = \text{Letter height variable} \]

\[ Y = \text{Spacing between lines reference} \]
\[ \frac{1}{2}Y = \text{Spacing between lines variable} \]
Monument/panel sign mockup
Vertical - Single location

Monument/panel sign specifications
Vertical - Single location

Vertical - Co-location

---

Item IX. 3.
Illuminated complex marquee mockup

Avondale Crossing

Department of Human Services
Division of Child Support Services

Department of Human Services
Division of Child Support Services

Illuminated complex marquee specifications

Seal
Department name
Arial Black

Division name
Arial Regular
Do not change kerning/tracking from default settings.

(use this design for larger, horizontal displays)

Avondale Crossing

Department of Human Services
Division of Child Support Services

Department of Human Services
Division of Child Support Services

(keep this design for smaller displays)

X = Letter height
1/2X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable
Building Fronts
Standard mockup

Georgia Department of Human Services

Standard specifications

Department name: Arial Black
Centered over entrance

X Georgia Department of Human Services

X = Letter height
1/2X = Letter height variable
Building Fronts
Gabled/tall facade mockup

Georgia Department of Human Services

Gabled/tall facade specifications
Department name
Arial Black
Centered over entrance with seal above
This format can also be used on semi-circle/rounded awning fronts

X = Letter height
1/2X = Letter height variable
Y = Spacing between lines reference
1/2Y = Spacing between lines variable
Staff Report

Subject: Consideration to renew a service order with Stamps.com
Author: Alison Bruton, Purchasing Agent
Department: Purchasing
Meeting Date: 03-1-2022
Item Description: Renewal of Stamps.com Service Order

Summary Recommendation: Approval to renew

Executive Summary/Background:
• In order to save on mailing services, staff began using Stamps.com in March 2013.
• Stamps.com has proven beneficial in that it has reduced trips to the post office, saving both time and money.
• The renewal service order with Stamps.com is for one year from March 5th, 2022 until March 4th, 2023 and although there is no termination for convenience clause, the County can terminate at any time but will be liable for any fees for the remaining term of the agreement, but as the agreement is $29.99 per month, the total potential liability is very low.

Alternatives for Commission to Consider
1. Board approval to renew the service order with Stamps.com for 2021-2022.
2. Do not approve the service order renewal with Stamps.com at this time.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing

Funding Source: Funding is approved in the current budget, and will be requested for FY21

Attachments:
1. Renewal Service Order
By completing this form, you agree to terms and conditions of the Stamps.com Enterprise service terms set forth at http://www.stamps.com/enterprise/service-terms including but not limited to authorizing Stamps.com to collect amounts from the payment methods selected above for service provided (e.g., Postage Purchases, Service Fees and any additional fees). You understand that there is a periodic charge that will be made according to your billing cycle, and that to terminate this recurring billing you must either cancel your account or arrange for an alternative method of payment. You also agree to allow Stamps.com Inc. to confirm the accuracy of the information you entered on this form with your bank.
Staff Report

Subject: GFSTC 2022 Fireworks Tax Grant
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 3/1/22

Item Description: Consideration for ECBOC to ratify and affirm a submittal of a grant application to the Georgia Firefighter Standards and Training Council (GFSTC).

Summary Recommendation:
Staff is requesting approval for ECBOC to ratify and affirm a submittal of a grant application to the Georgia Firefighter Standards and Training Council (GFSTC).

Executive Summary:
The Georgia Firefighter Standards and Training Council (GFSTC). It is GFSTC’s mission to provide professionally trained, competent and ethical firefighters with the proper equipment and facilities, to ensure a fire safe environment for our citizens, and to establish professional standards for the fire service training including consulting, testing, and certification. The funding priorities for this grant include those things necessary to improve Insurance Service Office (ISO) ratings and achieve or maintain a Certificate of Compliance for a fire department as established by the GFSTC. Effingham County Fire Rescue will use these funds to purchase Innotex Gray Hoods. These hoods are needed to protect skin around highly absorptive areas of the neck, jaw and throat of firefighters from microscopic carcinogenic particles.

Background:
1. The grant process is competitive.
2. There is a $25,000.00 limit with a 10% cost share requirement.
3. Application deadline was February 23, 2022.
4. The cost share would require a budget amendment.

Alternatives for Commission to Consider:
1. Approve for ECBOC to ratify and affirm a submittal of a GFSTC grant application.
2. Do not approve for ECBOC to ratify and affirm a submittal of a GFSTC grant application.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve for ECBOC to ratify and affirm a submittal of a GFSTC grant application.
Other Alternatives:
N/A

Department Review: *(list departments)*
EMS and Fire

Funding Source:
Fire Rescue match - Fire fund balance

Attachments:
1. GFSTC 2022 Fireworks Tax Grant Application Packet
GFSTC 2022 Fireworks Tax Grant Application

January 27, 2022

Georgia Fire Departments:

This is the Georgia Firefighter Standards and Training Council announcement and policy for the 2022 Fireworks Tax Grants. Please understand that we have a limited amount of monies and while all departments are welcome to make application, those departments that demonstrate the most financial and operational need will be the primary consideration in the Grant Review Committee’s and Council’s decision-making process. There is a $25,000.00 limit with a 10% department match.

The Grant Application period will begin on January 27, 2022 and must be received in the GFSTC office by the close of business, 5:00 PM, on February 23, 2022. Applications will be accepted electronically. Any applications received after that date and time will not be considered in the 2022 process. The application link is available on our website, on Facebook and has been emailed to the chiefs and training officers.

A date will be announced for the Grant Review Committee to meet. We will announce a date for the GFSTC Council Meeting for the final approval of the grant awards by the Council. Any department that is awarded a grant will have to correctly complete and submit a State of Georgia Vendor Management Form for approval prior to any requisition request. GFSTC will supply the departments with this required form.

As part of the grant application, you will be required to upload three documents; an Application Signature Page, proof of cancer insurance/statement of benefits, and a copy of a vendor quote good for 6 months for the items that you are requesting to purchase.

Once again, please have all grant applications correctly completed and submitted online no later than 5:00 PM, February 16, 2022. If you need any assistance or have questions with the application process, please contact GFSTC via the email address whitman@gfstconline.org and we will assist you.
Required Documents

This grant application requires three document uploads.

The first is an Application Signature Page. You will need to receive authorization and acknowledgement from whomever would actually be receiving and distributing the funds. Depending on your department this could be the fire chief or it could be the local county commissioner or mayor, etc.. The applicant will need to print this letter, have all information completed and signed and then uploaded back to this application. You can print this document from this application; we have also emailed it to the departments with the original announcement. If you have trouble you can also print it from our website or let us know and we can email you one.

The second document is a Statement of Benefits from your insurance company that shows that your department carries cancer insurance on it’s firefighters. This will usually be a one page document listing your schedule of benefits. Please ensure that it is coverage for 2021-2022; out of date policies will not be accepted.

The third document is a quote for the items you are requesting. You may request a maximum of $25,000; your department is required to match 10% of grant award. Quote must match the amount requested and must be good for 6 months.

Please check the boxes when you have these documents ready for upload. You must complete all three of these steps before you can submit this application. Please do not fill this application out until you have them ready for upload.
I understand that I MUST have these documents uploaded before my application can be submitted. Please do not fill this application out until you have them ready for upload. *

☐ Signed and dated Application Signature Page (fully completed).

☐ Insurance Statement of Benefits: Proof of cancer coverage

☐ Quote for requested items (valid for 6 months)
In applying for the GFSTC 2022 Fireworks Tax Grant, the below signatures affirm that the department agrees to follow all the rules and policies set forth for this program as established by the Georgia Firefighter Standards and Training Council. Furthermore, the applicant understands that during the grant period the applicant must achieve or maintain all department compliance and training requirements as established by the GFSTC and that any equipment requested may be purchased by the GFSTC through group purchasing programs and distributed to the departments. The applicant also understands that there is a $25,000.00 request limit and there will be a 10% department match.

Name of Department

Printed Name and Title of Department Representative

Signature of Department Representative Date

Printed Name and Title of Authorizing Authority (Whomever the Chief reports to: Mayor, County Manager, City Manager, County Commissioner, etc.) This application will not be processed without this information.

Signature of Authorizing Authority Date

WWW.GFSTCONLINE.ORG
Contact Information

Contact Person Name (i.e. John Doe) *

Your answer

Department Name *

Your answer

Contact Number (Please make sure this is a number where we can easily reach you) *

Your answer
Department's Mailing Address (if different from above)

Your answer

City

Your answer

State

Choose

Zip

Your answer

Please indicate what type of department you are.*

- [ ] Career
- [ ] Volunteer
- [ ] Combination

What is your department's GFSTC Compliance number? *

Your answer
How many stations do you have? *

Your answer

How many square miles does your department serve? *

Your answer

What is the population of the area you serve? *

Your answer

What is your current ISO rating? (Please list one number between 1-10 only, not a range.) *

Your answer

Number of Fire Calls *

Your answer

Number of Alarm Calls *

Your answer
Number of Rescue Calls *

Your answer

Number of Medical Calls *

Your answer

Number of "Other" Calls *

Your answer

Number of Career Firefighters *

Your answer

Number of Part Time Firefighters *

Your answer

Number of Suppression Volunteer Firefighters *

Your answer
Number of Support Volunteer Firefighters *

Your answer

Annual Budget for Operations. Please enter your answer in a monetary format, i.e. ($2,000.00) NOT (2000) *

Your answer

Annual Budget for Personnel. Please enter your answer in a monetary format, i.e. ($2,000.00) NOT (2000) *

Your answer

Where is your funding derived? *

Your answer

Total Amount that you are requesting *

You may request a maximum of $25,000; department is required to match 10% of grant award. Quote must match the amount requested. Please enter your answer in a monetary format, i.e. ($2,000.00) NOT (2000)

Your answer
Reason for grant application. *

Your answer

Please outline the implementation plan for the requested funds. *

Your answer

Please outline the department's plan for sustaining/maintaining the items purchased. *

Your answer

Please explain how your request will help your department reach or maintain compliance. *

Your answer

Please provide a short summary of how these funds will improve the fire protection efforts of the department. *

Your answer

Application Signature Page- Upload here *

Add file
Insurance Statement of Benefits: Proof of cancer coverage for your department - Upload here *
This will usually be a one page document listing your schedule of benefits. Please ensure that it is coverage for 2022-2023; out of date policies will not be accepted. Please do not send us invoices or proposals.

Add file

Quote for requested items - Upload here. You may request a maximum of $25,000; your department is required to match 10% of grant award. Quote must match the amount requested. *

Add file
Staff Report

Subject: Amendment to Article II – Definitions; Article V - Uses Permitted in Districts, Sections 5.6. R-3 Multifamily; 5.8. R-6 Single Family Residential; 5.9. B-1 Neighborhood Commercial; 5.10. B-2 General Commercial; and 5.11. B-3 Highway Commercial.

Author: Teresa Concannon, AICP, Planning & Zoning Manager

Department: Development Services

Meeting Date: March 1, 2022

Item Description: Consideration of the second reading to amend Article II – Definitions; Article V - Uses Permitted in Districts, Sections 5.6. R-3 Multifamily Residential; 5.8. R-6 Single Family Residential; 5.9. B-1 Neighborhood Commercial; 5.10. B-2 General Commercial; and 5.11. B-3 Highway Commercial.

Summary Recommendation: In order to accommodate development proposals while promoting growth that is orderly and predictable, with the least amount of disturbance to landowners and to the citizens of the county, staff recommends approval of the revised Definitions, R-3, R-6, B-1, B-2, and B-3 zoning districts.

Executive Summary/Background:

- The revisions include an update and expansion of Zoning Ordinance definitions, to clarify the county’s interest in promoting growth that is orderly and predictable, with the least amount of disturbance to landowners and to the citizens of the county:
  - Clarify open space, multifamily, and mixed use residential definitions.
- Expanded information and guidance for development in the R-3 zoning district:
  - Maximum density reduced from 12 to 9 units per acre,
  - Specific open space requirements per unit, and increased guidance on open space calculations.
- Expanded guidance for development in the R-6 zoning district:
  - Maximum density reduced from 6 to 4.5 units per acre,
  - Increase in minimum lot size from 6,600 sf (.15ac) to 8,500 sf (.19ac)
  - Reduction in open space requirement from 20% to 15% of net usable area, and a reference to the new common open space definition which excludes ponds, lakes, and buffers if not usable by residents for recreation purposes.
- Revision of permitted uses in B-1, B-2, and B-3 zoning districts to clarify intent regarding residential/commercial development; maximum density of 12 units per acre established for mixed use.
- Expansion of lot and building requirements for multifamily development in B-2 zoning district.
- Removal of warehouse operations and freight terminals as conditional uses in B-3.

Alternatives for Commission to Consider

1 – Approve 2nd reading to amend Article II – Definitions; Article V - Uses Permitted in Districts, Sections 5.6. R-3 Multifamily Residential; 5.8. R-6 Single Family Residential; 5.9. B-1 Neighborhood Commercial; 5.10. B-2 General Commercial; and 5.11. B-3 Highway Commercial.

2 – Take no action.

Recommended Alternative: 1 Other Alternatives: N/A

Department Review: Development Services; County Attorney

Funding Source: N/A

Attachments:

1. Proposed ordinance revisions: Ordinance Revision 2nd Reading
AMENDMENT TO ARTICLE V
OF THE EFFINGHAM COUNTY ZONING ORDINANCE

AN ORDINANCE TO AMEND ARTICLE V OF THE EFFINGHAM COUNTY ZONING
ORDINANCE AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

The following text is deleted in its entirety and replaced with the following:

ARTICLE II. - DEFINITIONS

For the purpose of the administration and enforcement of this ordinance, and unless otherwise
stated in this ordinance, the following words shall have a meaning as indicated herein.

Words used in the present tense shall include the future tense; words used in the singular number
shall include the plural number; words used in the plural number shall include the singular number; the
word “shall” is mandatory, not directory.

2.1 Accessory buildings. A secondary residence, garage, or other building or structure subordinated
to and not forming an integral part of the main or principal building on a lot or parcel but pertaining to the
use of the main building.

2.2 Advertising signs. A surface whereon advertising material is set in public view, including
reference to any use of premises whereon it is displayed or posted.

2.3 Alley. A narrow thoroughfare dedicated or used for public passageway up to 20 feet in width,
which usually abuts the rear of the premises, or upon which service entrances or
buildings abut, and which is not generally used as a thoroughfare by both pedestrians and vehicles, is not
used for general traffic, and is not otherwise officially designated as a street. A way which affords only a
secondary means of access to abutting property.

2.4 Alteration. Any change in the arrangement of a building, including any work affecting the
structural parts of a building; or an enlargement; or any change in wiring, plumbing, heating, or cooling
system; and includes the words “to alter” and “alter.”

2.5 Apartment building. A building which is used or intended to be used as a home or residence for
more than two families living in separate quarters.

2.6 Automotive sales, services, and storage. The sale, service, or storage of new or used
automobiles, including paint and body repair shops. Any business that stores automobiles shall only store
automobiles that will be put back in use on the roadways of the United States.

2.6.5 Bed and breakfast lodging facility. A transient accommodation with on site staff that provides
no more than nine guestrooms. At least one meal shall be offered and served on the premises to
registered evening guests. The facility must meet all requirements of the Effingham County Health
Department parking requirements shall be the same as for hotels and motels.

2.7 Boat house. A house or shed for sheltering one or more boats.
2.8 **Boundary of district.** The centerline of a street or right-of-way or the centerline of an alleyway between the rear or side property lines, or, where no alley or passageway exists, the rear or side property lines or all lots bordering on any zoning district limits or any zoning district boundary shown on the maps adopted by section 4.2.

2.9 **Buildable area.** That portion of any lot which may be used or built upon in accordance with the regulations governing the given zoning district within which the particular lot is located, once the various front, side, and rear yard requirements required for the district have been subtracted from the total lot area.

2.10 **Building.** Any structure having a roof entirely separated from any other structure by space or by walls, having no communicating doors or windows or similar opening, and being erected for the purpose of providing support of shelter for persons, animals, things, or property of any kind, and having a foundation to which it is anchored.

2.11 **Building height.** The height of a building with a gabled or hip roof shall be the vertical distance measured from the average elevation of the finished building site to the top of the roof of the uppermost story or to the deck line of a mansard roof. The height of a building with a flat or nearly flat roof, less than seven degrees from the horizontal, shall be measured from the footing as stated above to the highest point of the roof.

2.12 **Building line.** A line delineating the minimum allowable distance between the street right-of-way and nearest extreme projection of a building (including all areas covered by any vertical projections to the ground or overhang, walls, roof, or any other part of the structure).

2.13 **Building site.** The ground area of a building or buildings together with all open spaces surrounded by said building or buildings.

2.14 **Building inspector.** Any person hired by the county commissioners to inspect, determine compliance with, and render minor decisions concerning the compliance of structures and lots within Effingham County.

2.15 **Camper.** A motor home, tent, trailer, or other self-contained vehicle designated for recreational purposes.

2.16 **Care homes.** Includes rest and nursing homes, convalescent homes, and boarding homes for the aged established to render nursing care for chronic or convalescent patients, but excludes facilities for care of active or violent patients such as feebleminded or mental patients, epileptics, alcoholics, senile psychotics, or drug addicts.

2.17 **Centerline, highway.** The line running parallel with the highway right-of-way which is halfway the distance between the extreme edges of the official right-of-way width as shown on maps approved by the county tax assessor.

2.18 **Certified survey.** A survey, sketch, plat, map, or other exhibit is said to be certified when a written statement regarding its accuracy or conformity to specified standards is signed by the specified professional engineer, registered surveyor, architect, or other legally recognized person.

2.19 **Church.** A legally approved structure and its accessory buildings used and approved on a permanent basis, primarily for the public worship of God.

2.20 **Club, private.** An organization or association of persons for some common purpose, such as, but not necessarily limited to, a fraternal, social, educational, or recreational purpose, but not including clubs organized primarily for profit or to render a service, which is customarily carried on as a business. Such organizations and associations must be incorporated under the laws of Georgia as nonprofit corporations and such corporations' major purpose shall not be for the purpose of serving alcoholic beverages to its members or others. This may not be located on, or in connection with any commercial activity.

2.21 **Commissioners.** The board of commissioners of Effingham County, which is the local governing authority for Effingham County.
2.21.1 Common outdoor open space. Areas accessible from all parts of the development. Common open space can include passive or active recreation area, pathways, swimming pools, and open areas for congregating. Ponds, lakes, buffers or other spaces that are not usable by the residents of a development for recreational purposes shall not be included in common outdoor open space.

2.22 Conditional use. Those uses allowed within a district, only after specific requirements are met. The commissioners at their discretion may require additional restraints, restrictions, qualifications, or limiting factors upon a specific use so that it becomes acceptable. A public hearing shall be required with regard to all proposed conditional uses.

2.22A Culvert. A sewer or drain crossing under a road, driveway, or embankment.

2.23 Density. The number of units or buildings per acre, or the number of people per unit, building, acre, or mile; the quantity of people, structures, or units within a specified area.

2.24 Depth of lot. The depth of lot is the depth between its mean front street line and its mean rear line, measured along the median between the two side lot lines.

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

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

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

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

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

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

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

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

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

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

a. Non-residential and multifamily in the same building (e.g., retail on ground floor, multifamily above), or

b. Multifamily and another primary non-residential use located in different buildings sited on the same lot or parcel (e.g., multifamily located on the same parcel as an office building).
c. Both options shall be designed, located, and oriented on the site so that non-residential uses are directly accessible to residents of the development. For the purposes of this section, "directly accessible" shall mean pedestrian access by way of improved sidewalks or paths and streets that do not involve leaving the development or using a major thoroughfare. "Directly accessible" does not necessarily mean that non-residential uses need to be located in a particular location, but that the siting of such uses considers the accessibility of the residential component of the development to the non-residential use. Parking areas shall be designed to minimize distances between uses.

2.26 Dwelling unit. A structure or a portion of any structure designed, arranged and used for living quarters for one or more persons living as a single housekeeping unit with cooking facilities, but not including units in hotels, motels, boarding houses, or like uses.

2.27 Dwelling, group. A building or portion of a building occupied or intended for occupancy by several unrelated persons or families, but in which separate cooking facilities are not provided for such resident persons or families. The term "group dwelling" includes, but is not limited to, roominghouses, apartment hotels, fraternity houses or sorority houses, Y.M.C.A., or Y.W.C.A. A hotel, motel, or tourist home shall not be deemed to be a group dwelling as herein defined.

2.28 Reserved.

2.29 Engineer. Any person having an acceptable degree from a recognized institution of higher learning who is capable of determining the correct manner in which to construct roads, streets, highways, water and sewerage systems, drainage system, structures, or other technically related areas. The person to be county engineer must be recognized by the State of Georgia as one.

2.30 Estate. Any residential site comprising five acres or more shall come within the meaning of the word "estate."

2.31 Reserved.

2.32 Family. One person, or a group of two or more persons, living together and interrelated by bond or consanguinity, marriage, or legal adoption, occupying a dwelling unit as a single-family unit, with a single set of kitchen facilities.

2.33 Flood prone areas. That land adjacent to a creek, stream, river, channel, canal, or other body of water that is designated as a floodplain or flood prone area by a governmental agency.

2.34 Floor area. The sum of the gross floor area for each of the several stories under roof, measured from the interior limits or faces of a building or structure.

2.35 Floor area ratio. Floor area of building or buildings on any lot divided by the area of the lot.

2.36 Frontage. The distance or width of a parcel of land abutting a public right-of-way and as measured upon such right-of-way.

2.37 Garage, community. A structure or series of structures under one roof, and under one ownership, for the storage of vehicles by three or more owners or occupants of property in the vicinity, where said structure has no public shop nor mechanical services in connection therewith.

2.38 Garage, private. A structure for the private use of the owner or occupant of a principal building, situated on the same lot as the principal building for the storage of motor vehicles, with no facilities for mechanical service or repair of a commercial or public nature for profit.

2.39 Garage, public. A structure for the storage, care, repair, or refinishing of motor vehicles, or a structure containing a public shop, or where automotive mechanical service is provided.

2.40 Gas station. A structure designated or used for the retail sale or supply of fuel, lubricants, air, water, and other operating commodities for motor vehicles and including the customary spacing and facilities for the installation of such commodities on or in such vehicles, but not including space or facilities for the storage, painting, repair, refinishing, body work, or other servicing of motor vehicles.

2.41 Highway. Any public thoroughfare of paving 22 feet or wider, including a street, which affords primary access to abutting property, and any thoroughfare of less width which is not classified as an alley (street).
2.41A Historic structure. A structure that is at least 50 years old and meets one of the following requirements:

2.41A.1 Listed on either the National or Georgia Register of Historic Places;
2.41A.2 Eligible for listing on either the National or Georgia Register of Historic Places; or
2.41A.3 Currently receiving or eligible to receive tax credits for rehabilitation of historic properties.

2.42 Hospital. An institution providing health services, primarily for in-patients, and medical and surgical care of the sick or injured, including as an integral part of the institution such related facilities as laboratories, out-patient departments, training facilities, central service facilities, and staff offices.

2.43 Hotel. A building occupied as the more or less temporary residence of individuals who are lodged, with or without meals, and in which there are ten or more sleeping rooms with entrances through a common lobby or office.

2.44 Junk. Old and dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, wagons and other kinds of vehicles and parts thereof, scrap building material, scrap piping, bottles, glass, old iron, machinery, rags, paper, excelsior, hair, mattresses, beds or bedding, or any other kind of scrap or waste materials which is stored, kept, handled, or displayed within the county limits.

2.44A Industrialized home. A dwelling manufactured in accordance with the Georgia Industrialized Building Act (O.C.G.A. title 8, chapter 2, article 2, part 1) and the Rules of the Commissioner of the Georgia Department of Community Affairs issued pursuant thereto, bearing an insignia of approval issued by the commissioner.

2.45 Junk yard. Any land or building used for commercial storage and/or sale of paper, rags, scrap metals, other scrap, or discarded materials, or for the dismantling, storage, or salvaging of automobiles or other vehicles not in running condition, or of machinery or parts thereof, but not to be used as a dump. A "junk yard" also includes any outdoor area that is used exclusively for the temporary storage of wrecked automobiles, which are automobiles that do not get repaired and put back in use on the roadways of the United States, provided that no work shall be performed on any wrecked automobile while it is in storage.

2.46 Lot. Parcel of land shown on a recorded plat or on the zoning map, or any piece of land described by a legally recorded deed.

2.47 Lot, corner. Any lot situated at the junction of and abutting on two or more intersections or intercepting streets or public highways. If the angle or intersection of the direction lines of two highways is more than 135 degrees, the lot fronting on said intersection is not a corner lot.

2.48 Lot, interior. Any lot which is not a corner lot that has frontage only on one street other than an alley.

2.49 Lot lines, front. In the case of a lot abutting upon only one street, the front lot line is the line separating such lot from such street. In the case of a corner lot, that part of the lot having the narrowest frontage on any street shall be considered the front lot line. In the case of any other lot, one such line shall be elected to be the front lot line for the purpose of this ordinance, provided it is so designated by the building plans which meet the approval of the building and zoning inspector.

2.50 Lot lines, rear. The rear lot line is that boundary which is opposite and most distant from the front lot line. In the case of a lot pointed at the rear, or any odd-shaped lot, the rear lot line shall be determined by the building and zoning inspector.

2.51 Lot lines, side. A side lot line is any lot boundary line not a front lot line or a rear lot line. A side lot line separating a lot from a street is an exterior side lot line. A side lot line separating a lot from another lot or lots is an interior side lot line.

2.52 Lot, through. Any lot having frontage on two parallel or approximately parallel streets or other thoroughfares.

2.52A Manufactured home. A dwelling fabricated in an off-site facility for installation or assembly at the building site, bearing a label certifying that it is constructed in compliance with the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. § 5401 et seq.).
2.52A.1 Manufactured home site. A parcel of land designed and designated for the location of one manufactured home, its accessory buildings or structures, and accessory equipment for exclusive use of the home.

2.52A.2 Manufactured home stand. That area of a manufactured home site which has been reserved for placement of a manufactured home.

2.53 Mapped streets. A mapped street is any approved street shown on an official map or the projection of any existing street through an un-subdivided parcel of land, whether the street is dedicated or in existence or not.

2.54 Marshland. All land subject to tidal action which is comprised of generally unstable soil materials commonly known as “hard or soft” marsh, which in its natural state is vegetated with marsh grass, reeds, and similar growth and is usually characterized by poor load-bearing capacity. Marshland lies below an elevation of six feet above mean sea level.

2.55 Mobile home. A dwelling manufactured prior to June 15, 1976, which is transportable in one or more sections; in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or when erected on site, is 320 or more square feet in floor area; is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities; and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. All mobile homes must be installed in accordance with O.C.G.A. § 8-2-160, et. seq. Mobile homes must meet the construction standards specified in ANSI A119.1. Compliance with ANSI A119.1 shall be determined by the following procedures:

2.55.1 For mobile homes that are proposed to be relocated within Effingham County, the county building inspector or designee must inspect the unit to determine if the unit meets the Standards of ANSI A119.1 standards and all other applicable Effingham County ordinances are met, after which the county administrator or designee may issue the building permit for placement of the mobile home on site. An inspection fee determined from time to time by the board of commissioners shall be charged for each individual inspection of a mobile home.

2.56 Reserved.

2.57 Motel or motor hotel. A building or group of two or more buildings designed to provide sleeping accommodations for transient or overnight guests with no common entrance or lobby. Each building shall contain a minimum of ten residential units or rooms which generally have direct, private openings to a street, drive, or patio, etc.

2.58 Nonconforming lot. Any lot that is smaller than the minimum dimensions, area, or other regulations of the district in which the lot is located.

2.59 Nonconforming use. Use of any property or premises in any manner that does not comply with the regulations provided for the district in which the property or premises is situated, if such use was originally legally established at the effective date of this ordinance or any amendment thereof.

2.60 Parking space. That area required for the parking or storage of one automobile, including necessary aisle or driveway space providing access thereto.

2.60A Planned manufactured home community. A tract used or intended for use as a residential area occupied by manufactured homes; conforming to an approved development plan with appropriate and adequate community services, recreation facilities, utilities, streets, and sidewalks provided by the developer; and in which the resident owns or rents the manufactured home and rents the manufactured home space. All manufactured homes located within a manufactured home community must be installed in accordance with O.C.G.A. § 8-2-160 et. seq.

2.61 Planning board. The Effingham County Planning Board, which is a body of people appointed by the commissioners whose responsibilities include the guidance of growth and development within Effingham County.

2.61A Pond. A manmade depression designed to hold water that is less than one acre in size. These include retention, detention, and borrow pits less than one acre.
2.62 **Principal building.** The building situated or to be placed nearest the front property line and the use of which conforms to the primary use permitted by the zoning classification in which it is located.

2.63 **Professional buildings.** Structures used for the conduct of business in any of the following or related categories: law; architecture; accounting; engineering; medicine; dentistry; optometry; osteopathy; chiropractors; optician; planning, or consulting of the nature of the aforesaid categories, not including outside storage space for business vehicles or equipment.

2.64 **Public body.** Any government or governmental agency in Effingham County, the State of Georgia, or the United States Government.

2.65 **Public use.** Use of any land, water, or buildings by municipality, public body, or board, commission, or any county, state, or the federal government, or any agency thereof for a public service or purpose.

2.66 **Repairs.** Restoration of portions of a building to its condition as before decay, wear, or damage, but not the alteration of the shape or size of any portion.

2.67 **Residential.** The term "residential" or "residence" applies herein to any lot, plot, parcel, tract, area, piece of land, and/or any building used or intended to be used exclusively for family dwelling purposes, including concomitant uses specified herein.

2.68 **Restaurant.** A building, room, or rooms where food is prepared and served to a group of families, a club, or to the public for consumption within the enclosed structure.

2.69 **Right-of-way line.** The outside boundaries of a highway right-of-way, whether such right-of-way be established by usage, dedication, or by the official right-of-way.

2.70 **Roominghouse.** (The terms roominghouse, boardinghouse, tourist home, cooperative house, and lodginghouse are used synonymously in this ordinance.) A building, other than a hotel or dormitory, where, for compensation and by arrangement for definite periods, lodging or lodging meals are provided for more than three persons unrelated to the owners of the structure.

2.71 **Rooming unit.** Any room or group of rooms, forming a habitable unit used for living and sleeping, but which does not contain cooking or eating facilities.

2.72 **Setback.** The minimum horizontal distance between the right-of-way line, rear, or side lines of the lot, and the front, rear, or side lines of the building. When two or more lots under one ownership are used, the exterior property line so grouped shall be used in determining offsets.

2.73 **Site.** An area designated as a separate and distinct parcel of land on a legally recorded subdivision plat or in a legally recorded subdivision plat or in a legally recorded deed.

2.74 **Special exception.** A use, specifically designated in this ordinance, that would not be appropriate for location generally or without restriction throughout a given zoning district but which, if controlled as to number, area, location, or relation to the neighborhood, would, in the opinion of the county commissioners, promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

2.75 **Story.** That portion of a building included between the surface of any floor and the surface of the floor next above it; or if there be no floor above it, then the space between the floor and ceiling next above it.

2.76 **Street.** A dedicated and accepted public right-of-way for vehicular traffic which affords the principal means of access to abutting properties.

2.77 **Structural alteration.** Any change in the shape or size of any portion of a building or structure such as walls, columns, beams, arches, girders, floor joists, or roof joists.

2.78 **Surveyor.** A person who determines or delineates the form, extent, position, distance, or shape of a tract of land by taking linear and angular measurements, and by applying the principles of geometry and trigonometry.

2.79 **Structure.** Anything constructed or erected, the use of which requires rigid location on the ground or attachment to something having a permanent location on the ground; provided, however, that utility poles, fences, and walls (other than building walls) shall not be considered to be structures.
2.80 Subdivision. "Subdivision" means all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, legacy, or building development, and includes all division of land involving a new street or change in existing streets, and includes resubdivision and, where appropriate, the process of subdividing or the land or area subdivided; provided, however, that the following exceptions are included within this definition only for the purpose of requiring that the planning board be informed and have record of such subdivisions:

Exceptions:

(a) The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standard of the governing authority;

(b) The immediate transfer of property necessitated by death of the property owner to the said property owner's legal heirs, provided that the smallest parcel meets the minimum standards for the zoning district where that property is located and a minimum 60-foot access easement is available to serve a cumulative total of not more than three parcels that do not abut a public road;

(c) The transfer of property between family members within the third degree of consanguinity, provided that the smallest parcel meets the minimum standards for the zoning district where that property is located and a minimum 60-foot access easement is available to serve a cumulative total of not more than three parcels that do not abut a public road;

(d) The division of land into parcels of ten acres or more where no new street is involved.

Plats of such exceptions shall be received as information by the zoning administrator who shall indicate such fact on the plats.

Conditional exemptions:

In order to provide property owners with an expeditious method for subdividing a portion of a tract of land, conditional exemptions from the provisions of this ordinance are authorized and may be granted by the Effingham County Zoning Administrator provided such requests for conditional exemptions comply with the following:

(a) The division of land into two parcels when the smallest parcel meets the minimum standards for the zoning district where that property is located and when divided for residential purposes meets health department requirements and where no new street is involved; provided that the same tract cannot be divided using this conditional exemption more than one time in any 12-month period beginning on the date of recording.

Plats requesting conditional exemption will be received by the Effingham County Zoning Administrator's Office for review. Plats meeting the requirements stated above can be approved by the zoning administrator who shall indicate such fact on the plats. If, in the determination of the zoning administrator, a plat requesting conditional exemption does not comply with the above requirements, or other factors peculiar to the individual circumstance of the property in question, the zoning administrator is required to deny the conditional exemption and forward the plat to the planning board for processing as a subdivision.

2.81 Trailer. A non-self-propelled vehicle or conveyance permanently equipped to travel upon the public highways that provides temporary use as a residence or living quarters or office; serves as a carrier of people, new or used goods, products, or equipment; or is used as a selling, advertising, or display device whether or not the wheels have been removed and whether or not set on jacks, skirts, masonry blocks, or other foundation.

2.82 Trash. Cuttings from vegetation, refuse, paper, bottles, and rags.

2.83 Use. The purpose for which land or a building is arranged, designed, or intended, or for which either land or a building is or may be occupied or maintained.

2.83A Vacant. A structure in which the principle use has been abandoned. This shall not include structures for sale or rent or temporarily unoccupied.
2.83 [B] Utilities, government-owned. Any government-owned water and sewer utilities and appurtenances, including publicly-owned treatment plants permitted by the State of Georgia, wells, water distribution lines, sewage collection lines, re-use water distribution lines, pump stations, water storage facilities, meter stations, and fire hydrant.

2.84 Variance. A modification of the strict terms of this ordinance granted by the county commission where such modification will not be contrary to the public interest; and where, owing to conditions peculiar to the property and not as a result of any action on the part of the property owner, a literal enforcement of the ordinance would result in unnecessary and undue hardship; and where such modification will not authorize a principal or accessory use of the property which is not permitted within the zoning district in which the property is located.

2.85 Vehicle. A conveyance for persons or materials.

2.86 Waterfront. Any site shall be considered as waterfront property provided any or all of its lot lines abut on or are contiguous to any body of water including creek, canal, river, or any other body of water natural or artificial, including marshland, not including a swimming pool, whether said lot line is front, rear, or side.

2.87 Yard. An open space on the same lot with a building; said space lies between the building and nearest lot or street line.

2.88 Yard, front. That area of open space to the front of the platted lot, the area immediately adjacent to the street side of the lot. If streets are bound on two sides of the lot, the narrower portion fronting on a street shall be declared the front. See Lot lines, front.

2.89 Yard, rear. That area of open space that is opposite the area delineated as the front. That area of greatest distance from the street. See Lot lines, rear.

2.90 Yard, side. That area of open space that is immediately adjacent to the side lot lines. See Lot lines, side.

2.91 Zoning administrator. That person hired by the county commissioners to enforce the zoning ordinance, subdivision regulations, and any other land use ordinances adopted by the county commissioners.

2.92 Zoning ordinance or ordinance. The Zoning Ordinance of Effingham County, Georgia.

2.93 Zoning map. The Official Map of Effingham County.

ARTICLE III. - GENERAL PROVISIONS

5.6 - R-3 Multifamily residential districts.

5.6.1 Permitted uses.

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

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

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

5.6.1.4 Customary accessory buildings incidental to the above permitted uses.

5.6.2 Conditional uses. The following uses may be permitted in accordance with the provisions of section 7.1.6 in the multifamily residential (R-3) district on a conditional basis upon approval of the county commission after review by the planning board.
5.6.2.1 Clubs and private recreational facilities.
5.6.2.2 Nursing homes.
5.6.2.3 Day care facilities.

5.6.3 Lot and building requirements.

<table>
<thead>
<tr>
<th>Density (applicable to single family and multifamily)</th>
<th>Maximum 9 per acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum lot width at building line</td>
<td>150 feet</td>
</tr>
<tr>
<td>Minimum setback from public street</td>
<td>35 feet</td>
</tr>
<tr>
<td>Minimum front yard</td>
<td>10 feet</td>
</tr>
<tr>
<td>Minimum rear yard</td>
<td>15 feet</td>
</tr>
<tr>
<td>Minimum side yard (interior)</td>
<td>15 feet</td>
</tr>
<tr>
<td>Minimum side yard (street)</td>
<td>35 feet</td>
</tr>
<tr>
<td>Maximum building height</td>
<td>35 feet</td>
</tr>
<tr>
<td>Maximum percent of [lot coverage]</td>
<td>40 percent</td>
</tr>
</tbody>
</table>

5.6.4 Amenity requirements.

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

a. The required setback areas may count toward the open space requirement if it is integrated into a common open space amenity.

b. Common outdoor open space shall feature paths or walkable areas, landscaping, seating, lighting and other amenities to make the area more functional and enjoyable for a range of users, taking into consideration potential noise issues due to the configuration of the site.

c. Common outdoor open space shall generally be designed so it is oriented at the front of dwelling units and/or community building(s).
d. 10% of common open space shall be greenspace. The implementation of a conservation easement is encouraged.

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

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

[5.8.1] Where applicable.

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

[5.8.2] Required utilities.

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


Four and a half (4.5) dwelling units per acre.

[5.8.4] Permitted uses.

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

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

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

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

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

Libraries or museums.

[5.8.5] Conditional uses.

The following uses may be permitted in accordance with the provisions of section 7.1.6 in the single-family residential (R-6) district on a conditional basis upon approval by the county commission after review by the planning board.

Churches, synagogues, mosques, temples, or other places of worship provided that:

Such use is housed in a permanent structure;

No structure on the lot is closer than 25 feet to any abutting residential property line.

Public and private school engaged in teaching general curriculum for educational advancement, provided the structure are placed not less than 50 feet from any residential property line. Such
schools shall be day schools only and have no rooms regularly used for housing or sleeping purposes.

Public utilities substation or subinstallation including water towers provided that:

1. Such use is enclosed by a painted or chain link fence or wall at least six feet in height above finished grade;
2. There is neither office nor commercial operation nor storage of vehicles or equipment on the premises;
3. A landscaped strip not less than five feet in width is planted and suitably maintained around the facility.

Day care facilities.

Nursing homes

[5.8.6] Lot and building requirements.

<table>
<thead>
<tr>
<th>Lot size:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Area</strong></td>
</tr>
<tr>
<td><strong>Width</strong></td>
</tr>
</tbody>
</table>

Principle buildings:

<table>
<thead>
<tr>
<th>Maximum height</th>
<th>35 feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum front setback</td>
<td>15 feet</td>
</tr>
</tbody>
</table>

  Stairs (but not porches) may encroach up to five feet into front yard setback

<table>
<thead>
<tr>
<th>Maximum front setback</th>
<th>The average of the house on either side or 20 feet, whichever is less.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum side setback (interior)</td>
<td>7.5 feet (or 3 feet provided minimum building separation of 15 feet is maintained)</td>
</tr>
<tr>
<td>Minimum side setback (street)</td>
<td>15 feet</td>
</tr>
<tr>
<td>Minimum rear setback</td>
<td>25 feet</td>
</tr>
<tr>
<td>Maximum lot coverage</td>
<td>45%</td>
</tr>
</tbody>
</table>

Accessory buildings:
**All building setbacks shall be show on final plat**

[5.8.7] Open space requirements.

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

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

[5.8.8] Sidewalk requirement.

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

[5.8.9] Parking requirements.

Two off street parking spaces shall be provided for each single-family dwelling. These spaces can be in a garage, carport, or driveway accessed from the front or rear of the parcel.

5.9 - B-1 Neighborhood commercial districts.

5.9.1 Permitted uses.

This district is designed for small scale retail and service businesses that primarily cater to the surrounding residential neighborhoods.

Personal and professional services (including clinics and studios).

Cafes, and restaurants.

Private clubs, lodges, community centers.

Dry cleaning outlets.

Convenience stores (retail) without gas pumps.

Page 13 of 21
Child care centers.

Libraries.

Mixed-use residential

Site-built single-family detached buildings.

Government-owned utilities.

Bed and breakfast lodging facility.

5.9.2 Conditional uses. The following uses may be permitted in accordance with the provisions of section 7.1.6 in the neighborhood commercial (B-1) district on a conditional basis upon approval of the board of commissioners after review by the planning board.

Plant gardens and outdoor nurseries.

Automated bank tellers.

Cemeteries.

Drive through.

Offices.

Mobile offices.

Churches.

Schools.

Self-storage mini storage facilities. Any real property designed and used for the purpose of renting or leasing individual storage space to occupants who are to have access to such facility for the purpose of storing and removing personal property.

Any use not expressly permitted or prohibited in a commercial district upon approval of the board of commissioners after review by the planning board.

5.9.3 Prohibited uses.

Mobile homes.

Gas stations.

Automotive sales, service, and/or storage.

Warehouses.

Veterinary clinics and kennels.
### 5.9.4 Lot and building requirements.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Requirement Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum lot area (public water and sewer)</td>
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</tr>
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</tr>
<tr>
<td>Minimum lot width at building line</td>
<td>N/A</td>
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<tr>
<td>Minimum front setback</td>
<td>N/A</td>
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<tr>
<td>Minimum rear setback</td>
<td>N/A</td>
</tr>
<tr>
<td>Minimum side setback (interior)</td>
<td>N/A</td>
</tr>
<tr>
<td>Minimum side setback (street)</td>
<td>N/A</td>
</tr>
<tr>
<td>Maximum building height</td>
<td>35 feet</td>
</tr>
<tr>
<td>Maximum density for Mixed-Use Residential</td>
<td>12 dwelling units/acre</td>
</tr>
</tbody>
</table>

### 5.10 - B-2 General commercial districts.

#### 5.10.1 Permitted uses.

All uses permitted or conditional in B-1 except single-family detached buildings.

Fast food and all other restaurants, hotels, motels, and accessory structures.

Retail businesses.

Indoor entertainment facilities.

Offices and banks.

Libraries and public buildings.

Mixed-Use Residential

Bus stations.

Movie theaters.

Bed and breakfast lodging facility.
5.10.2 Conditional uses. The following uses may be permitted in accordance with the provisions of section 7.1.6 in the general commercial (B-2) district on a conditional basis upon approval by the county commission after review by the planning board.

Wholesale operations.

Commercial parking areas.

Funeral homes.

Telecommunications towers.

Crematoriums.

Automobile service.

Mobile offices.

Museums.

Schools.

Churches.

Hospitals.

Nursing homes.

Cemeteries.

Private and public events venue. Any organized activity having as its purpose entertainment, recreation and/or education, such as a festival or celebration, concert, foot or vehicle race, parade or march, rally or assembly which takes place on a public street, sidewalk or right-of-way, or occurs on private property and impacts government services on public rights-of-way. This includes locations that are in the business of renting out their location to hold private and public functions.

(1) General operating regulations. The following operating regulations shall be enforced by the permittee:

(a) No musical entertainment, either live or recorded, utilizing sound amplification equipment, shall be in violation of [Chapter 30], Article II, Noise Control.

(b) No event shall be presented between the hours of 11:00 p.m. and 9:00 a.m. unless otherwise approved by the board of commissioners.

(c) Camping on site by persons attending an event is permitted; provided that no on site camping shall be permitted more than two days prior or two days after an event.

(d) Handicapped access shall be provided to activities that are open to the public.
(e) Events and activities shall be accessible to emergency and service vehicles.

(f) Adequate toilet facilities and trash receptacles shall be provided for all events.

(g) The burden of preserving order during the concert or special event is upon the permittee.

(2) Revocation of permit. The board of commissioners may revoke permission for any proposed event or order that an event be discontinued immediately if, in the sole judgement of the board of commissioners, the event will disrupt traffic within the unincorporated area of Effingham County beyond practical solution; the event will interfere with access to fire stations and fire hydrants; the event will require the diversion of so many public employees that allowing the event would unreasonably deny service to remainder of the county; or the event might otherwise interfere with the welfare, peace, safety, health, good order and convenience of the general public.

(3) Exemptions. The following special events are exempt from the provisions of this article:

   (a) Special events occurring on private property used and occupied as a private residence, which special event is hosted by at least one of the occupants of such private residence, regardless of the number of attendees;

   (b) Special events occurring upon a city or county-owned sports facility, including without limitation, a ball field, tennis court or pool, provided that the special event constitutes a use for which the sports facility was intended, and regardless of the number of attendees;

   (c) Special events hosted by a church on property owned by the church, but only if the property is used on a regular basis, at least bi-monthly, to conduct worship services, and regardless of the number of attendees;

   (d) Events hosted by a school on property owned by the school or a governmental entity, provided that the property is used on a regular basis, at least weekly, to conduct classes; and

   (e) A governmental agency acting within the scope of its agency.

Any use not expressly permitted or prohibited in a commercial district upon approval of the board of commissioners after review by the planning board.

5.10.3 Prohibited uses.

Automotive sales (excluding storage of junked vehicles).

Warehouses.

Lumberyards, retail.

Motor freight terminals.

Bulk fuel storage.
Single-family detached dwellings.

Mobile homes.

5.10.4 Lot and building requirements.

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<td>Maximum building height</td>
<td>60 feet</td>
</tr>
<tr>
<td>Maximum density for Mixed-Use Residential</td>
<td>12 dwelling units per acre</td>
</tr>
</tbody>
</table>

5.11 - B-3 Highway commercial districts.

5.11.1 Permitted uses.

All uses permitted or conditional in B-1 and B-2 except detached single-family buildings.

Automotive sales, service, and storage.

Wholesale operations.

Retail building supply.

Indoor amusement parks or privately owned recreation facilities.

Hospitals.

Screened outdoor storage.

Nursing homes.

Mixed-Use Residential with a maximum density of 12 units per acre.

Bed and breakfast lodging facility.
5.11.2 Conditional uses. The following uses may be permitted in accordance with the provisions of section 7.1.6 in the highway commercial (B-3) district on a conditional basis upon approval of the county commission after review by the planning board.

Automotive paint and body shops.

Boat sales.

Mobile offices.

Outdoor amusement parks or privately owned recreational facilities.

Cemeteries.

County jails.

County correctional institutions.

County detention facilities.

Private and public events venue. Any organized activity having as its purpose entertainment, recreation and/or education, such as a festival or celebration, concert, foot or vehicle race, parade or march, rally or assembly which takes place on a public street, sidewalk or right-of-way, or occurs on private property and impacts government services on public rights-of-way. This includes locations that are in the business of renting out their location to hold private and public functions.

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(b) Special events occurring upon a city or county-owned sports facility, including without limitation, a ball field, tennis court or pool, provided that the special event constitutes a use for which the sports facility was intended, and regardless of the number of attendees;

(c) Special events hosted by a church on property owned by the church, but only if the property is used on a regular basis, at least bi-monthly, to conduct worship services, and regardless of the number of attendees;

(d) Events hosted by a school on property owned by the school or a governmental entity, provided that the property is used on a regular basis, at least weekly, to conduct classes; and

(e) A governmental agency acting within the scope of its agency.

Any use not expressly permitted or prohibited in a commercial district upon approval of the board of commissioners after review by the planning board.

5.11.3 Prohibited uses.

Bulk fuel storage.

Mobile homes.

Single-family detached dwellings (including site-built, Class A or Class B).

5.11.4 Lot and building requirements.

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</tr>
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<td>N/A</td>
</tr>
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<td>Maximum building height</td>
<td>60 feet</td>
</tr>
</tbody>
</table>
All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ___ day of ____________, 20__.

BOARD OF COMMISSIONERS,

EFFINGHAM COUNTY, GEORGIA

BY: ____________________________

CHAIRMAN

ATTEST:

______________________________

STEPHANIE JOHNSON

EFFINGHAM COUNTY CLERK

FIRST READING ________________

SECOND READING ________________
Staff Report

Subject: Update regarding agreement renewals with Constellation NewEnergy for natural gas for multiple County buildings

Author: Alison Bruton, Purchasing Agent

Department: Multiple

Meeting Date: February 15, 2022

Item Description: Update regarding agreement renewals with Constellation NewEnergy for natural gas for multiple County buildings

Summary Recommendation:

Executive Summary/Background:

- The current agreements with Constellation have a rate of $0.419 per therm and a DDDC rate of $8.50. The proposed new agreements list the new rate at $0.669 with a DDDC rate of $8.50 per. According to Constellation, the rate is steadily increasing.
- The DDDC (dedicated design day capacity charge) is a factor determined by AGL each August. Each meter has its own DDDC factor. It is used as a multiplier to determine AGL base charges and interstate pipeline capacity charge.
- A quote was received from Georgia Natural Gas for service to all of our locations, and their rates were $0.45 per therm for a 36-month agreement or $0.445 for a 24-month agreement, and a DDDC rate of $12.99 per. Staff is still working to obtain other quotes.
- Because the DDDC is not a flat rate and varies for each meter, staff needs more time to review all of the accounts to determine how the rate effects each account to determine if there is a savings with the lower per therm cost.

Alternatives for Commission to Consider

1. None at this time

Recommended Alternative: 1

Other Alternatives:

Department Review: Finance, Purchasing

Funding Source:

Attachments:

1. Nine (9) Constellation Agreements
2. Georgia Natural Gas Quote
CONSTITUTION NEWENERGY – GAS DIVISION, LLC
COMMERCIAL NATURAL GAS SALES AGREEMENT

Service Application

This Natural Gas Sales Agreement, which includes this Service Application, the Terms of Service (Version 1, August 2006) and the General Terms and Conditions (Version 1, August 2006) (collectively, the “Agreement”), is entered by and between Constellation NewEnergy – Gas Division, LLC (“Constellation”) and the customer (“Customer”) indicated below (each a “Party,” and collectively the “Parties”). The words “we,” “us” and “our” refer to Constellation, and the words “you” and “your” refer to Customer. Other terms are defined where they appear or in Section 10 of the Terms of Service. In the case of an inconsistency between this Service Application and the Terms of Service or General Terms and Conditions, this Service Application shall govern.

Customer Name: Effingham County Prison
Customer Representative: Wesley Corbitt
Title: Chairman
Email Address: abruton@effinghamcounty.org
Phone: 912-754-2159
Fax: 912-754-2159

Constellation Sales Executive:

Type of Entity: ☑ Corporation (FEIN)
☐ Individual (SSN)
☐ Sole Proprietorship

☐ Sub S Corporation
☐ General Partnership
☐ Limited Partnership

Billing Address: 321 Ga Hwy 119 S Springfield Ga 31329
Street City State Zip

Notice Address: 321 Ga Hwy 119 S Springfield Ga 31329
Street City State Zip

Facilities:

<table>
<thead>
<tr>
<th>No.</th>
<th>(Choose One)</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>AGL Acct #</th>
</tr>
</thead>
<tbody>
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<td>☑ Renewal</td>
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</tbody>
</table>

Provide information for additional Facilities on a separate page.

FOR INTERNAL USE ONLY
©2018 Constellation Energy Resources, LLC. All rights reserved. The offering herein is sold and contracted by Constellation NewEnergy – Gas Division, LLC, a subsidiary of Exelon Corporation. Errors and omissions excepted. CNEG_GA_AGL_FP+T_SMB_03.07.18
Page 1 of 6
Item X.2

Utility: Atlanta Gas & Light
Summary Billing: Yes No Credit Card EFT
Method of Payment: Check ACH
Estimated Service Date: September, 2022
End Date: 9/2025 Last day of the 36 billing cycle after Service Date

Notwithstanding the estimated Service Date above, service hereunder will commence on the date the Utility actually switches the Facilities to our service. Each billing cycle is determined by the local Utility.

PRICE: Fixed Price + Transport - The Sales Price (per Therm) which is a citygate delivered commodity price shall be $0.6690. The Sales Price will apply to the total of the usages for each billing cycle for each Facility as adjusted by actual meter readings. In addition, you will pay transportation charges of $8.50 multiplied by your DDDC (dth) as determined by the Utility. This price is exclusive of Utility Charges and Taxes.

Estimated Monthly Usage, by Facility (Dth)

<table>
<thead>
<tr>
<th>Facilities</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
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</tbody>
</table>

Provide information for additional Facilities on a separate page.

Customer Charge: $0 per meter per bill cycle.

Credit Terms (per Service Terms Section 6): Net 20 days invoice date
(Choose One)
☑ Approved, No Deposit
☐ Deposit Required of $ paid on

Constellation Notice and Customer Service Information:

All Notices:
Constellation NewEnergy – Gas Division, LLC
4 Houston Center, 1221 Lamar St., Suite 750
Houston, TX 77019
Attn: Contracts Administrator
Phone: (800) 785-4373
Facsimile: (800) 785-4374

Customer Service:
Constellation NewEnergy – Gas Division, LLC
PO Box 4911
Houston, TX 77210-4911
Toll Free: (800) 785-4373
Facsimile: (800) 785-4374
PSC Consumer Affairs Division (404) 656-4501

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date. By executing this Agreement below, you represent that you are an authorized representative and acknowledge you have received, and agree to, the Terms of Service and the General Terms and Conditions which are part of this Agreement. If this Agreement is altered in any way, except in the blanks provided in this Service Application, it will be rendered void. This Agreement will not be effective until it has been executed by an authorized Constellation representative.

CONSTELLATION NEWENERGY – GAS DIVISION, LLC

By: __________________________
Name: _______________________
Title: _______________________
Date: _______________________

CUSTOMER: Efingham county Prison

By: _______________________
Name: Wesley Corbitt
Title: Chairman
Date: 2/3/2022
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COMMERCIAL NATURAL GAS SALES AGREEMENT

Service Application

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Phone: 912-754-2159
Fax:

Constellation Sales Executive:

Type of Entity:
- Corporation (FEIN)
- Individual (SSN)
- Sole Proprietorship

Sub S Corporation
General Partnership
Limited Partnership
Non Profit Corporation
Limited Liability Company

Billing Address:
804 S Laurel Street
Springfield, Ga 31329
Street City State Zip

Notice Address:
1st Street
Springfield, Ga 31329
Street City State Zip

Facilities:

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</tbody>
</table>

Provide information for additional Facilities on a separate page.

Customer Charge: $ 0 per meter per bill cycle.
Credit Terms (per Service Terms Section 6): Net 20 days invoice date
(Choose One)
☑ Approved, No Deposit
☐ Deposit Required of $ paid on

Constellation Notice and Customer Service Information:

All Notices:
Constellation NewEnergy – Gas Division, LLC
4 Houston Center, 1221 Lamar St., Suite 750
Houston, TX 77010
Attn: Contracts Administrator
Phone: (800) 785-4373
Facsimile: (800) 785-4374

Customer Service:
Constellation NewEnergy – Gas Division, LLC
PO Box 4911
Houston, TX 77210-4911
Toll Free: (800) 785-4373
Facsimile: (800) 785-4374
PSC Consumer Affairs Division (404) 656-4501

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date. By executing this Agreement below, you represent that you are an authorized representative and acknowledge you have received, and agree to, the Terms of Service and the General Terms and Conditions which are part of this Agreement. If this Agreement is altered in any way, except in the blanks provided in this Service Application, it will be rendered void. This Agreement will not be effective until it has been executed by an authorized Constellation representative.

CONSTANCE NEWENERGY – GAS DIVISION, LLC

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

CUSTOMER: Effingham County Jail

By: ____________________________
Name: Wesley Corbitt
Title: Chairman
Date: 2/3/2022

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CONSTRUCTION NEWENERGY – GAS DIVISION, LLC
COMMERCIAL NATURAL GAS SALES AGREEMENT

Service Application

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Customer Name: Effingham County Board
Customer Representative: Wesley Corbitt
Title: Chairman
Email Address: burton@effinghamcounty.org
Phone: 912-754-2159
Fax: 

Constellation Sales Executive:

Type of Entity: 
☑ Corporation (FEIN
☐ Individual (SSN
☐ Sole Proprietorship

Sub S Corporation  ☐
General Partnership ☐
Non Profit Corporation ☐
Limited Liability Company ☐
Limited Partnership ☐

Billing Address: 804 S Laurel Street Springfield Ga 31329
Street City State Zip

Notice Address: 1002 Pine Street Springfield Ga 31329
Street City State Zip

Facilities:

<table>
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<tr>
<th>No.</th>
<th>(Choose One)</th>
<th>Address</th>
<th>City</th>
<th>State</th>
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Provide information for additional Facilities on a separate page.
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PRICE: Fixed Price + Transport - The Sales Price (per Therm) which is a citygate delivered commodity price shall be $0.6690. The Sales Price will apply to the total of the usages for each billing cycle for each Facility as adjusted by actual meter readings. In addition, you will pay transportation charges of $8.50 multiplied by your DDDC (dth) as determined by the Utility. This price is exclusive of Utility Charges and Taxes.

Estimated Monthly Usage, by Facility (Dth)

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Provide information for additional Facilities on a separate page.

Customer Charge: $ 0 per meter per bill cycle.

Credit Terms (per Service Terms Section 6): Net 20 days invoice date
(Choose One)
☑ Approved, No Deposit
☐ Deposit Required of $ paid on

Constellation Notice and Customer Service Information:

**All Notices:**
Constellation NewEnergy – Gas Division, LLC
4 Houston Center, 1221 Lamar St., Suite 750
Houston, TX 77010
Attn: Contracts Administrator
Phone: (800) 785-4373
Facsimile: (800) 785-4374

**Customer Service:**
Constellation NewEnergy – Gas Division, LLC
PO Box 4911
Houston, TX 77210-4911
Toll Free: (800) 785-4373
Facsimile: (800) 785-4374
PSC Consumer Affairs Division (404) 656-4501

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**CUSTOMER:**

Effingham County Historical Museum

By: __________________________

Date: 2/3/2022

By: Wesley Corbitt

Date: __________________________

Title: Chairman

---

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CONSTELLATION NEWENERGY – GAS DIVISION, LLC
COMMERCIAL NATURAL GAS SALES AGREEMENT

Service Application

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Customer Name: Effingham County Fleet Maint
Customer Representative: Wesley Corbitt
Title: Chairman
Email Address: abruton@effinghamcounty.org
Phone: 912-754-2159
Constellation Sales Executive: ____________________________
Fax: ____________

Type of Entity:
- Corporation (FEIN
- Individual (SSN
- Sole Proprietorship

Sub S Corporation
General Partnership
Limited Partnership
Non Profit Corporation
Limited Liability Company

Billing Address:
- Street: 804 S Laurel Street
- City: Springfield
- State: Ga
- Zip: 31329

Notice Address:
- Street: 309 Ga-Hwy-119
- City: Springfield
- State: Ga
- Zip: 31329

Facilities:

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<tr>
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Provide information for additional Facilities on a separate page.
Notwithstanding the estimated Service Date above, service hereunder will commence on the date the Utility actually switches the Facilities to our service. Each billing cycle is determined by the local Utility.

**PRICE:** Fixed Price + Transport - The Sales Price (per Therm) which is a citygate delivered commodity price shall be $0.6680. The Sales Price will apply to the total of the usages for each billing cycle for each Facility as adjusted by actual meter readings. In addition, you will pay transportation charges of $8.50 multiplied by your DDDC (dth) as determined by the Utility. This price is exclusive of Utility Charges and Taxes.

### Estimated Monthly Usage, by Facility (Dth)

<table>
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<tr>
<th>Facilities</th>
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</table>

Provide information for additional Facilities on a separate page.

**Customer Charge:** $0 per meter per bill cycle.

Credit Terms (per Service Terms Section 6): Net 20 days invoice date

(Choose One)

- [x] Approved, No Deposit
- [ ] Deposit Required of $ paid on

### Constellation Notice and Customer Service Information:

<table>
<thead>
<tr>
<th>All Notices:</th>
<th>Constellation NewEnergy – Gas Division, LLC</th>
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<tbody>
<tr>
<td></td>
<td>4 Houston Center, 1221 Lamar St., Suite 750</td>
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<td></td>
<td>Houston, TX 77010</td>
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<tr>
<td></td>
<td>Attn: Contracts Administrator</td>
</tr>
<tr>
<td></td>
<td>Phone: (800) 785-4373</td>
</tr>
<tr>
<td></td>
<td>Facsimile: (800) 785-4374</td>
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<td>PO Box 4911</td>
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<td>Houston, TX 77210-4911</td>
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<td>Toll Free: (800) 785-4373</td>
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<td></td>
<td>PSC Consumer Affairs Division (404) 656-4501</td>
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**CONSTITUTION NEWENERGY – GAS DIVISION, LLC**

By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

**CUSTOMER:** Effingham County Fleet Maint

By: ________________________________

Name: Wesley Corbitt

Title: Chairman

Date: 2/3/2022

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CONSTITUTION NEWENERGY – GAS DIVISION, LLC  
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Customer Name: Effingham County EMS 2  
Customer Representative: Wesley Corbitt  
Title: Chairman  
Email Address: abruton@effinghamcounty.org  
Phone: 912-754-2159  
Fax: 

Constellation Sales Executive:

<table>
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<tr>
<th>Type of Entity:</th>
<th>Corporation (FEIN)</th>
<th>Sub S Corporation</th>
<th>Limited Liability Company</th>
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<td>Individual (SSN)</td>
<td>General Partnership</td>
<td>Non Profit Corporation</td>
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<td></td>
<td>Sole Proprietorship (</td>
<td>Limited Partnership</td>
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</tr>
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</table>

Billing Address:
804 S Laurel Street  
Springfield  
Ga  
31329

Notice Address:
109 Goshen Commercial Pk Dr  
Springfield  
Ga  
31329

Facilities:

<table>
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<th>No.</th>
<th>(Choose One)</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>AGL Aect #</th>
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</table>

Provide information for additional Facilities on a separate page.
Utility: Atlanta Gas & Light
Summary Billing: Yes
Method of Payment: Check
Estimated Service Date: September, 2022
End Date: 9/2025 Last day of the 36 billing cycle after Service Date

Notwithstanding the estimated Service Date above, service hereunder will commence on the date the Utility actually switches the Facilities to our service. Each billing cycle is determined by the local Utility.

PRICE: Fixed Price + Transport - The Sales Price (per Therm) which is a citizen delivered commodity price shall be $0.6690 The Sales Price will apply to the total of the usages for each billing cycle for each Facility as adjusted by actual meter readings. In addition, you will pay transportation charges of $8.50 multiplied by your DDDC (dth) as determined by the Utility. This price is exclusive of Utility Charges and Taxes.

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Customer Charge: $0 per meter per bill cycle.

Credit Terms (per Service Terms Section 6): Net 20 days invoice date
(Choose One)
☑ Approved, No Deposit
☐ Deposit Required of $ paid on

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Houston, TX 77010
Attn: Contracts Administrator
Phone: (800) 785-4373
Facsimile: (800) 785-4374

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Constellation NewEnergy – Gas Division, LLC
PO Box 4911
Houston, TX 77210-4911
Toll Free: (800) 785-4373
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PSC Consumer Affairs Division (404) 656-4501

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CONSTITUTION NEWENERGY – GAS DIVISION, LLC

By: ___________________________
Name: _________________________
Title: _________________________
Date: _________________________

CUSTOMER: Effingham County EMS 2

By: ___________________________
Name: Wesley Corbitt
Title: Chairman
Date: 2/3/2022

FOR INTERNAL USE ONLY
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Customer Name: Effingham County EMS
Customer Representative: Wesley Corbitt
Title: Chairman
Email Address: abruton@effinghamcounty.org
Phone: 912-754-2159
Fax: 912-754-2159

Constellation Sales Executive:

Type of Entity:

☑ Corporation (FEIN)
☐ Sub S Corporation
☐ General Partnership
☐ Limited Liability Company
☐ Individual (SSN)
☐ Non Profit Corporation
☐ Sole Proprietorship
☐ Limited Partnership

Billing Address:
804 S Laurel Street
Springfield, Ga 31329

Notice Address:
109 Goshen Commercial Pk Dr
Springfield, Ga 31329

Facilities:

<table>
<thead>
<tr>
<th>No.</th>
<th>(Choose One)</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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</table>

Provide information for additional Facilities on a separate page.

Item X.2.
Notwithstanding the estimated Service Date above, service hereunder will commence on the date the Utility actually switches the Facilities to our service. Each billing cycle is determined by the local Utility.

PRICE: Fixed Price + Transport - The Sales Price (per Therm) which is a citygate delivered commodity price shall be $0.6690. The Sales Price will apply to the total of the usages for each billing cycle for each Facility as adjusted by actual meter readings. In addition, you will pay transportation charges of $8.50 multiplied by your DDDC (dth) as determined by the Utility. This price is exclusive of Utility Charges and Taxes.

Estimated Monthly Usage, by Facility (dth)

<table>
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<tr>
<th>Facilities</th>
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<th>Mar</th>
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</table>

Provide information for additional Facilities on a separate page.

Customer Charge: $0 per meter per bill cycle.

Credit Terms (per Service Terms Section 6): Net 20 days invoice date

(Choose One)

☑ Approved, No Deposit

Deposit Required of $ paid on

Constellation Notice and Customer Service Information:

All Notices:
Constellation NewEnergy – Gas Division, LLC
4 Houston Center, 1221 Lamar St., Suite 750
Houston, TX 77010
Attn: Contracts Administrator
Phone: (800) 785-4373
Facsimile: (800) 785-4374

Customer Service:
Constellation NewEnergy – Gas Division, LLC
PO Box 4911
Houston, TX 77210-4911
Toll Free: (800) 785-4373
Facsimile: (800) 785-4374
PSC Consumer Affairs Division (404) 656-4501

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CONSTITUTION NEWENERGY – GAS DIVISION, LLC

By: ____________________________
Name: ___________________________
Title: ____________________________
Date: ____________________________

CUSTOMER: Effingham County EMS

By: ____________________________
Name: Wesley Corbitt
Title: Chairman
Date: 2/3/2022

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CONTESTATION NEWENERGY – GAS DIVISION, LLC
COMMERCIAL NATURAL GAS SALES AGREEMENT

Service Application

This Natural Gas Sales Agreement, which includes this Service Application, the Terms of Service (Version 1, August 2006) and the General Terms and Conditions (Version 1, August 2006) (collectively, the “Agreement”), is entered by and between Constellation NewEnergy – Gas Division, LLC (“Constellation”) and the customer (“Customer”) indicated below (each a “Party,” and collectively the “Parties”). The words ’we,” “us” and “our” refer to Constellation, and the words ”you” and ”your” refer to Customer. Other terms are defined where they appear or in Section 10 of the Terms of Service. In the case of an inconsistency between this Service Application and the Terms of Service or General Terms and Conditions, this Service Application shall govern.

Customer Name: Effingham County Board of Commissioners
Customer Representative: Wesley Corbitt
Title: Chairman
Email Address: abrutan@effinghamcounty.org
Phone: 912-754-2159
Constellation Sales Executive:

Fax:

<table>
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<th>Type of Entity:</th>
<th>Sub S Corporation</th>
<th>Limited Liability Company</th>
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<td>Corporation (FEIN)</td>
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<tr>
<td>Sole Proprietorship</td>
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Billing Address: 307 HWY 119 South Springfield Ga 31329
Street City State Zip

Notice Address: 307 HWY 119 South Springfield Ga 31329
Street City State Zip

Facilities:

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<th>No.</th>
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FOR INTERNAL USE ONLY
©2018 Constellation Energy Resources, LLC. All rights reserved. The offering herein is sold and contracted by Constellation NewEnergy – Gas Division, LLC, a subsidiary of Exelon Corporation. Errors and omissions excepted. CNEG_GA_AGL_FP+T_SM6_03.07.18

Page 1 of 6
Notwithstanding the estimated Service Date above, service hereunder will commence on the date the Utility actually switches the Facilities to our service. Each billing cycle is determined by the local Utility.

PRICE: Fixed Price + Transport - The Sales Price (per Therm) which is a citygate delivered commodity price shall be $0.0690. The Sales Price will apply to the total of the usages for each billing cycle for each Facility as adjusted by actual meter readings. In addition, you will pay transportation charges of $8.50 multiplied by your DDDC (dth) as determined by the Utility. This price is exclusive of Utility Charges and Taxes.

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</table>

Provide information for additional Facilities on a separate page.

Customer Charge: $0 per meter per bill cycle.

Credit Terms (per Service Terms Section 6): Net 20 days invoice date

(Choose One)

☑ Approved, No Deposit
☐ Deposit Required of $ paid on

Constellation Notice and Customer Service Information:

All Notices:
Constellation NewEnergy – Gas Division, LLC
4 Houston Center, 1221 Lamar St., Suite 750
Houston, TX 77010
Attn: Contracts Administrator
Phone: (800) 785-4373
Facsimile: (800) 785-4374

Customer Service:
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Houston, TX 77210-4911
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CONSIDERATION FOR INTERNAL USE ONLY

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CUSTOMER: Efingham County Board of Commissioners

By:  
Name: Wesley Corbitt
Title: Chairman
Date: 2/3/2022
CONSTALLATION NEWENERGY – GAS DIVISION, LLC
COMMERCIAL NATURAL GAS SALES AGREEMENT

Service Application

This Natural Gas Sales Agreement, which includes this Service Application, the Terms of Service (Version 1, August 2006) and the General Terms and Conditions (Version 1, August 2006) (collectively, the “Agreement”), is entered by and between Constellation NewEnergy – Gas Division, LLC (“Constellation”) and the customer (“Customer”) indicated below (each a “Party,” and collectively the “Parties”). The words “we,” “us” and “our” refer to Constellation, and the words “you” and “your” refer to Customer. Other terms are defined where they appear or in Section 10 of the Terms of Service. In the case of an inconsistency between this Service Application and the Terms of Service or General Terms and Conditions, this Service Application shall govern.

Customer Name: Effingham County Board
Customer Representative: Wesley Corbitt
Title: Chairman
Email Address: abrutan@effinghamcounty.org
Phone: 912-754-2159
Fax:

Constellation Sales Executive:

Type of Entity: ☑ Corporation (FEIN □ Individual (SSN) □ Sole Proprietorship ( □ Sub S Corporation □ General Partnership □ Limited Partnership

Billing Address: 804 S Laurel Street Springfield Ga 31329
Street City State Zip

Notice Address: 700 N Pine Street Springfield Ga 31329
Street City State Zip

Facilities:

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<tr>
<th>No.</th>
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<th>Address</th>
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Provide information for additional Facilities on a separate page.
Utility: Atlanta Gas & Light
Summary Billing: Yes No
Method of Payment: Check ACH Credit Card EFT
Estimated Service Date: September, 2022
End Date: 9/2025 Last day of the 36 billing cycle after Service Date

Notwithstanding the estimated Service Date above, service hereunder will commence on the date the Utility actually switches the Facilities to our service. Each billing cycle is determined by the local Utility.

PRICE: Fixed Price + Transport - The Sales Price (per Therm) which is a citygate delivered commodity price shall be $0.6690. The Sales Price will apply to the total of the usages for each billing cycle for each Facility as adjusted by actual meter readings. In addition, you will pay transportation charges of $8.50 multiplied by your DDDC (dth) as determined by the Utility. This price is exclusive of Utility Charges and Taxes.

### Estimated Monthly Usage, by Facility (Dth)

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</table>

Provide Information for additional Facilities on a separate page.

Customer Charge: $0 per meter per bill cycle.

Credit Terms (per Service Terms Section 6): Net 20 days invoice date

(Choose One)

- [x] Approved, No Deposit
- [ ] Deposit Required of $ paid on

### Constellation Notice and Customer Service Information:

**All Notices:**
Constellation NewEnergy – Gas Division, LLC
4 Houston Center, 1221 Lamar St., Suite 750
Houston, TX 77010
Attn: Contracts Administrator
Phone: (800) 785-4373
Fax: (800) 785-4374

**Customer Service:**
Constellation NewEnergy – Gas Division, LLC
PO Box 4911
Houston, TX 77210-4911
Toll Free: (800) 785-4373
Facsimile: (800) 785-4374
PSC Consumer Affairs Division (404) 656-4501

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**CONSTITUTION NEWENERGY – GAS DIVISION, LLC**

By:

Name:

Title:

Date:

**CUSTOMER:**

Effingham County Board

By:

Wesley Corbitt

Name:

Chairman

Title:

Date: 2/3/2022

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Customer Name: Effingham County Board of Commissioners
Customer Representative: Wesley Corbitt
Title: Chairman
Email Address: abrunton@effinghamcounty.org
Phone: 912-754-2159
Fax: 912-754-2159

Constellation Sales Executive:

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<th>Type of Entity:</th>
<th>Corporation (FEIN)</th>
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<th>Limited Liability Company</th>
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<td>Individual (SSN)</td>
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<td>Non Profit Corporation</td>
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Billing Address: 804 S Laurel Street, Springfield, Ga, 31329
Notice Address: 130 W 1st Street, Springfield, Ga, 31329

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Provide information for additional Facilities on a separate page.
Utility: Atlanta Gas & Light
Summary Billing: Yes No
Method of Payment: Check ACH Credit Card EFT
Estimated Service Date: September, 2022
End Date: 9/2025 Last day of the billing cycle after Service Date

Notwithstanding the estimated Service Date above, service hereunder will commence on the date the Utility actually switches the Facilities to our service. Each billing cycle is determined by the local Utility.

PRICE: Fixed Price + Transport - The Sales Price (per Therm) which is a citygate delivered commodity price shall be $0.6690. The Sales Price will apply to the total of the usages for each billing cycle for each Facility as adjusted by actual meter readings. In addition, you will pay transportation charges of $8.50 multiplied by your DDDC (dth) as determined by the Utility. This price is exclusive of Utility Charges and Taxes.

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Provide information for additional Facilities on a separate page.

Customer Charge: $ 0 per meter per bill cycle.
Credit Terms (per Service Terms Section 6): Net 20 days invoice date
(Choose One)
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☐ Deposit Required of $ paid on

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CONSTELLATION NEWENERGY – GAS DIVISION, LLC

By: __________________________
Name: _________________________
Title: _________________________
Date: _________________________

CUSTOMER: Effingham County Board of Commissioners

By: __________________________
Name: Wesley Corbitt
Title: Chairman
Date: 2/3/2022

FOR INTERNAL USE ONLY
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Allison M. Bruton

From: Robbins, Roderick <Rod.Robbins@southstarenergy.com>
Sent: Wednesday, February 16, 2022 12:00 PM
To: Alison M. Bruton
Subject: RE: EXTERNAL:RE: Effingham County - Multiple Locations

Allison,

Natural gas prices have really been jumping around quite a bit. Probably due to forecasted storms on the way. If you have any questions please let me know.

See my quotes below. They do not include the interstate transportation that is billed at $12.99 per DDDC and there is a $0 monthly customer service charge. Please allow me to refresh these prices as you get closer to making a decision. All of these prices are with an October 2022 start.

- 12 month fixed: $0.471
- 24 month fixed: $0.445
- 36 month fixed: $0.45

Roderick D. Robbins
Regional Energy Manager
B2B Markets

rod.robbins@gng.com
678-633-5715
404-354-2161
404.681-7117
gng.com [gng.com]

Find us on [linkedin.com]
Staff Report

Subject: Consideration to Approve a Resolution of Surplus  
Author: Alison Bruton, Purchasing Agent  
Department: Various  
Meeting Date: March 1, 2022  
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 various items which have either been replaced or are no longer in use.
- Elections is requesting to surplus their Kardveyer machine as they have gone completely digital with the voter registration records and no longer need this machine.

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: Various

Funding Source: NA

Attachments: Resolution of Surplus
### NOTICE OF SALE

Notice is hereby given that the Board of Commissioners of Effingham County Georgia, in regular session assembled on **March 1, 2022** by this resolution declare the following described property surplus and authorize the public sale, or disposal thereof:

<table>
<thead>
<tr>
<th>Description</th>
<th>Department</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Serial Number / Identifying Number</th>
<th>Amount</th>
<th>UOM</th>
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<tbody>
<tr>
<td>Kardveyer</td>
<td>Elections</td>
<td>NA</td>
<td>NA</td>
<td>KVS80</td>
<td>0000005435</td>
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<tr>
<td>Vehicle</td>
<td>ECSO</td>
<td>2016</td>
<td>Ford</td>
<td>Explorer - Interceptor</td>
<td>1FMSK8AR4GGA04576</td>
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<td>Vehicle</td>
<td>ECSO</td>
<td>2008</td>
<td>Ford</td>
<td>F150</td>
<td>1FTRW12WX8FA67565</td>
<td>1</td>
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<tr>
<td>Vehicle</td>
<td>Solicitor</td>
<td>2003</td>
<td>Ford</td>
<td>Crown Victoria</td>
<td>2FAHP71WS3X163443</td>
<td>1</td>
<td>ea</td>
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<tr>
<td>Vehicle</td>
<td>Magistrate</td>
<td>2015</td>
<td>Ford</td>
<td>Explorer</td>
<td>1FMSK8ARXFB41505</td>
<td>1</td>
<td>ea</td>
</tr>
<tr>
<td>Vehicle</td>
<td>Magistrate</td>
<td>2005</td>
<td>Ford</td>
<td>Expedition</td>
<td>1FMPU15545LA65061</td>
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<tr>
<td>Vehicle</td>
<td>Public Works</td>
<td>2011</td>
<td>Chevy</td>
<td>Silverado</td>
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<td>Vehicle</td>
<td>Public Works</td>
<td>2000</td>
<td>Ford</td>
<td>F150</td>
<td>1FTNW20LYEE24173</td>
<td>1</td>
<td>ea</td>
</tr>
</tbody>
</table>

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

This _____________ day of March 2022

__________________________
Effingham County Board of Commissioners

ATTEST:

__________________________
Stephanie Johnson, County Clerk
Item XI. 1.
Staff Report

Subject: Award of Task Order 22-003 for the Parks Masterplan Update to POND & Company

Author: Alison Bruton, Purchasing Agent

Department: Parks & Landscaping, Recreation

Meeting Date: March 1, 2022

Item Description: Task Order Approval for POND & Company for the Parks Masterplan Update

Summary Recommendation: Staff recommends Approval of Award of Task Order 22-003 for the Parks Masterplan Update to POND & Company for a total cost of $69,226.00

Executive Summary/Background:
- An RFP was sent to nine (9) of the IDC consultants requesting a proposal to update the existing Parks and Recreation Master Plan for Effingham County. This update should reflect a 10-year minimum timeframe.
- Proposals were received by the following:
  - POND & Company
  - WK Dickson
  - Greenline Architecture
  - CHA Consulting
- All of the proposals were reviewed extensively by staff including the Assistant County Manager, Interim Recreation Director and Assistant Director, and the Director of Development Services. Staff did ask follow-up questions to POND to further verify that the County needs would be met. Staff is in agreement with recommending award to POND & Company.

Alternatives for Commission to Consider
1. Award of Task Order 22-003 for the Parks Masterplan Update to POND & Company for a total NTE cost of $69,226.00
2. Award of Task Order 22-003 for the Parks Masterplan Update to WK Dickson for a total NTE cost of $108,048.00
3. Take no action.

Recommended Alternative: 1

Other Alternatives: 2, 3

Department Review: Parks & Landscaping, Recreation, Dev. Services, Asst. County Manager, Purchasing

Funding Source: $30,000- Parks & Landscaping Consultant GL

Attachments:
1. Tabulation
2. Task Order 22-003 for POND & Company
<table>
<thead>
<tr>
<th>Description</th>
<th>WK Dickson</th>
<th>Greenline</th>
<th>POND</th>
<th>CHA Consulting</th>
</tr>
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<td>$50,729.00</td>
<td>$51,664.00</td>
<td>$35,580.00</td>
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<td>Concept Design Phase</td>
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<td>$47,868.00</td>
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<td>$49,300.00</td>
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<tr>
<td>Design and Construction Cost Estimates Phase</td>
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<td>$23,065.00</td>
<td>$3,862.00</td>
<td>$4,920.00</td>
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<tr>
<td>Total NTE Cost</td>
<td>$108,048.00</td>
<td>$121,662.00</td>
<td>$69,226.00</td>
<td>$89,800.00</td>
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</tbody>
</table>
NOTICE TO PROCEED

TO: POND & Company

RE: NOTICE TO PROCEED

Task Order No. 22-003 - Effingham County Parks Masterplan Update

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within 24 hours receipt of the Notice to Proceed unless otherwise agreed.

Dated this _____day of __________, 2022

Effingham County Board of Commissioners

________________________________________
Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor:________________________________________

By: ____________________________________________

Title: __________________________________________

Date of Acceptance: _____________________________
RFP No. 22-003

Parks Master Plan Update

Effingham County Board of Commissioners

February 7, 2022 - 11:00 am
February 07, 2022

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

RE: Effingham County Parks Master Plan Update | RFP No. 22-003

Dear Ms. Bruton,

Pond is pleased to submit this proposal for the Effingham County Parks Master Plan Update. Our team of landscape architects and planners are very interested in providing their expertise to this project. We are committed to meeting the requirements specified in the request for proposal, and in the following pages provide more detail as to our approach to accomplishing the work.

Pond is fully qualified and capable of performing these master planning services for the County. I will serve as the primary contact and Project Director for this planning effort. David Schmidt will be the day-to-day Project Manager. We are supported by our team of landscape architects and planners to carry out the necessary tasks for the plan update. Our team has a tremendous amount of experience in park planning and design. From individual park sites to park systems, and from small pocket parks of no more than a few thousand square feet, to large state parks comprised of thousands of acres of land, our team has planned and designed any and all kinds of parks. We bring that knowledge and expertise to Effingham County and will apply those lessons learned to ensure the master plan update provides realistic and achievable goals that are aligned with the County’s and community’s needs.

Our team has previously provided park inventory and assessments for numerous clients, most notably the Georgia DNR State Parks. We have visited, inventoried, and assessed approximately one third of the states inventory of parks and historic sites. Many of the efforts also included master plans or master plan updates for each park or site. Our team is well versed in design and understanding the needs of local city and county park systems. We are currently or have recently (in 2021) provided planning and park design services for the cities of Alpharetta, Doraville, Sandy Springs, Johns Creek, Smyrna, Winder, Tyrone, Dunwoody, Hampton, Clarkston, and Jacksonville, FL, as well as Gwinnett, Cobb, Glynn, Forsyth, and DeKalb Counties.

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

Sincerely,

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

Melissa D. Phillips
Business Development | Client Liaison
Approach / Work Plan

The following tasks represent the effort required to update the 2015 Master Plan to reflect the next 5 to 15 years of parks and recreation maintenance and growth in Effingham County. As the last plan was a 15-year plan we will assume the next plan will target a similar timeframe. Plans and deliverables will be developed as follows:

- **Kick-Off Meeting**: Pond will host an in-person kick-off meeting with Effingham County’s project team.
  - At least two weeks prior to this meeting, Effingham County will provide all available GIS data, maps, plans, etc. related to existing parks, properties, and facilities.
  - During this meeting, Pond will review the scope and timeline to ensure all parties are in alignment with expectations.
  - We will ask the Effingham County team to begin the process of assembling a Steering Committee comprised of both County staff and local stakeholders to guide the public engagement process.

- **Existing Facilities Inventory**: Following the kick-off meeting, Pond staff will visit each park site to observe conditions and validate existing conditions. Parks staff are encouraged to join Pond in these site visits to impart their knowledge of each park/facility/property. This information will be cross-referenced to the existing facilities inventory in the 2015 master plan and updated to reflect changes since the 2015 inventory.

- **Community Demographics**: Utilizing 2020 Census data, Pond will update the demographics data in the plan and project future changes.

- **Other Relevant Plans**: Pond will review other relevant plans, including the Effingham County Comprehensive Plan, the Georgia Statewide Comprehensive Outdoor Recreation Plan, Effingham County Transportation Plan, and summarize any relevant parts of those plans for reference in the Parks Master Plan Update.

- **Needs Assessment**: Utilizing NRPA standards, Pond will establish the generally accepted baseline for recommended types and number of recreational facilities that should be provided in Effingham County. Needs Assessment will also be bolstered by community input to validate the need for certain types of facilities. While trends come and go, it is important to provide facilities that the community wants and will utilize.

- **Gap analysis**: Pond will map the existing facilities and document the generally accepted service areas each provides within the county and identify areas of the county that may lack access to parks in general and certain types of parks or facilities.

- **Concept Drawings**: Based on the inventory and assessment and feedback gathered from the steering committee and community (process described below), Pond will develop concept plans for each park.
  - Plans will be 2D, diagrammatic color-rendered site plans, annotated and supported by brief narrative describing key considerations for the future implementation of concepts.
  - Existing conditions to remain as well as proposed additions, modifications, or renovations will be depicted diagrammatically representing real footprints of proposed park facilities /amenities.
  - Concepts will be developed on either aerial images or GIS base data or a combination of both.
  - Grading plans and detail design and/or engineering is not included.
  - Master plan level of detail cost estimates will be provided in current dollar values. Estimates will be as needing to be escalated for future costs at which point in time the projects are initiated for implementation. Estimates will include both design/engineering and implementation costs.
- **Community Outreach:** Pond will host a series of meetings and engagement opportunities with the community to gather feedback that directly influences the final plan recommendations.
  - **Public Meeting No. 1:** Pond will host a kick-off meeting early in the planning process, after we have updated the Community Demographics and Trends and completed the inventory and assessment. This information will be shared with the community along with the purpose of the Master Plan Update. Following the first public meeting we will convene a meeting with the Steering Committee to review the feedback gathered in the meeting and from the online engagement tool (description in following bullet point), to validate the feedback and path forward for development of concept plans and recommendations.
  - **Concurrent with the first community meeting we will host an online survey and interactive mapping tool (Social Pinpoint) that allows residents to provide individual feedback related to parks and recreation needs within the county.
  - **Public Meeting No. 2:** This meeting will be held toward the end of the planning process. It will present the concept designs, cost estimates, and other plan recommendations in draft form and allow the community to provide feedback on the proposed actions. Feedback collected in this meeting will be synthesized and then reviewed in detail with the Steering Committee to determine final edits for the updated plan, prior to offer the plan for adoption by Effingham County.
- **Final Deliverables:** Pond will compile a new Effingham County 15-year Comprehensive Recreation and Parks Plan document and provide this to the County in PDF format. The plan will follow the same outline and content of the 2015 plan, as it is an update to that plan and will build upon those accomplishments and outline new recommendations and an updated implementation plan.
  - All work produced, as described herein, will be included in the updated plan document.

**Assumptions / Qualifications / Exclusions:**

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

- Detailed design and engineering of any kind is not included.
- Environmental design/coordination services associated with wetlands, streams, contaminated soil/groundwater, asbestos, lead based paint, endangered species, etc. are not included.
- Traffic Studies and Signal Warrants are not included.
- This proposal does not include analysis of any existing storm sewer system
- Flood Study is not included.
- Geotechnical and soils studies and reports are not included.
- Field-run survey is not included.
- Any estimates as to costs are based on industry experience and Pond is not responsible for changes in market conditions that affect construction, material, or maintenance costs. This is a master plan level estimate, time will pass, and costs will more than likely increase. While Pond will provide guidance for calculating escalation of costs at future dates, Pond will not be responsible under this agreement for actual future costs to implement based upon materials and labor cost at that time.
- Any revisions requested by the owner that significantly change the design from that which was approved after acceptance of each design milestone will be considered additional services and require a contract revision.
6) **QUESTION:** Can you clarify the number of pages permitted for this submittal? In one area it states that the entire response should be no more than 6 pages in length; however, in another section, it states that the project approach/work plan should be no more than 6 pages. If this section is 6 pages, are we permitted additional pages for the letter, schedule and fee? Finally, can you also clarify if 6 pages is defined as single-sided or double-sided.

**ANSWER:** 6 pages for the approach, 1 page for the cover, 1 page for the schedule, 1 page for the man-hour estimate and cost. 6 pages is 6-single sided or 3 double sided.

All other terms and conditions in RFP 22-003 remain unchanged.

Effingham County reserves the right to reject any and all proposals, to waive any technicalities or irregularities and to award the offer based upon the most responsive, responsible submission.

Please sign receipt of this Addendum No. 1 below:

Matthew Wilder, PLA, ASLA

[Signature]

Print Name

February 7, 2022

Date

END OF ADDENDUM NO. 1
RFP No. 22-003 - Effingham County Parks Masterplan Update

ATTACHMENT A

COST NOT TO EXCEED FEE PROPOSAL

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<th>PHASE</th>
<th>FEE</th>
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<tr>
<td>PLANNING PHASE</td>
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<tr>
<td>CONCEPT DESIGN PHASE</td>
<td>$13,700</td>
</tr>
<tr>
<td>DESIGN AND CONSTRUCTION COST ESTIMATES PHASE</td>
<td>$3,862</td>
</tr>
<tr>
<td><strong>TOTAL FEE NOT TO EXCEED</strong></td>
<td><strong>$69,226</strong></td>
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Proposing Company Contact Information:

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Pond &amp; Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billing Address:</td>
<td>3500 Parkway Lane, Ste. 500 Peachtree Corners, GA 30092</td>
</tr>
<tr>
<td>Service Address:</td>
<td>55 Ivan Allen Jr. Blvd, Ste 850 Atlanta, GA 30308</td>
</tr>
<tr>
<td>Representative Name:</td>
<td>Matthew Wilder</td>
</tr>
<tr>
<td>Representative Contact Address:</td>
<td>55 Ivan Allen Jr. Blvd, Ste 850 Atlanta, GA 30308</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- (Signature of Authorized Representative of the Company)

Name Printed: Matthew Wilder  Title: Associate Vice President  Date: 02/07/2022
Effingham County Parks Master Plan Update

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<th>Tasks</th>
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<td>Master Plan Update tasks and duration</td>
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<td>Data collection and base map creation</td>
<td>4/11</td>
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<td>Kick-Off Meeting/Site Visit</td>
<td>4/18</td>
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<td>Existing Facilities Inventory</td>
<td>4/25</td>
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<td>Community Demographics</td>
<td>5/2</td>
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<td>Other relevant plan reviews</td>
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<td>Community Meeting 1</td>
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<td>Online Community Engagement</td>
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<td>Steering Committee Meeting 1</td>
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<td>Needs Assessment and Gap analysis</td>
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<td>Develop Concept Designs</td>
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<td>Cost Estimates</td>
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<td>Community Meeting 2</td>
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<td>6/20</td>
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<td>Steering Committee Meeting 2</td>
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<td>Compile Final Deliverables</td>
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<td></td>
<td>Comm. Mtg 1</td>
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</table>
Staff Report
Subject: Award of Contract 22-25-006 for Road Improvement Construction to E&D Contracting Services, Inc. for a total of $144,000
Author: Alison Bruton, Purchasing Agent
Department: Public Works
Meeting Date: March 1, 2022
Item Description: Award of Contract 22-25-006 for Road Improvement Construction to E&D Contracting Services, Inc.

Summary Recommendation: Staff recommends Award of Contract 22-25-006 for Road Improvement Construction to E&D Contracting Services, Inc. in the amount of $144,000.00.

Executive Summary/Background:
- Staff posted an RFQ in January requesting quotes for Road Improvements on Shearhouse Road and Freedom Trail. This was posted to the Effingham County website where 125 contacts were alerted, and the Georgia DOAS site where 896 contacts were alerted.
- One submittal was received from E&D Contracting Services, Inc. with the fee breakdown as follows:
  - Drainage Improvements on Shearhouse Road: $60,000.00
  - Cul-de-sac Completion on Freedom Trail: $84,000.00
- Staff has reviewed the proposal and recommends award to E&D Contracting Services, Inc. The agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider
1. Award of Contract 22-25-006 for Road Improvement Construction to E&D Contracting Services, Inc. for a total of $144,000
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Asst. County Manager, Dev. Services, Purchasing
Funding Source: SPLOST
Attachments:
1. Services Agreement with E&D Contracting Services, Inc.
Services Contract

Between

Effingham County Board of Commissioners and E&D Contracting Services, Inc.
804 South Laurel Street 2001 Mills B Lane Blvd.
Springfield, GA 31329 Savannah, GA 31405

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 E&D CONTRACTING SERVICES, INC. (hereinafter called the “Contractor”). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified company as specified in RFQ 22-25-006 - ROAD IMPROVEMENT CONSTRUCTION; and

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

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

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The scope of services and the terms and conditions of performance shall be as specified in this document and in RFQ 22-25-006 - ROAD IMPROVEMENT CONSTRUCTION and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I-2 CONTRACT.
This Contract is in the amount of $60,000.00 for Shearhouse Road Improvements and $84,000.00 for Freedom Trail Improvements.

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

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

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

SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.
The County may terminate this Contract for cause or Contractor’s persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Contractor shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County.

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

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

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

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

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

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

SECTION I-11  PROHIBITED INTERESTS.
A. Conflict of Interest. The Contractor and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further agrees that, in the performance of the Contract no person having such interest shall be employed.
B. Statement of disclosure: 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 804 South 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 Mike Shepard, E&D Contracting Services, Inc., 2001 Mills B Lane Blvd., Savannah, GA 31405. 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.

THIS SPACE 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>BID PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freedom Trail - COMPLETE</td>
<td>$ 84,000.00</td>
</tr>
<tr>
<td>Shearouse Road – COMPLETE</td>
<td>$ 60,000.00</td>
</tr>
</tbody>
</table>

These rates and fees shall remain in effect until project completion without exception.

All invoices shall contain the following:

- Date services performed
- Detailed account of services performed
- Invoices split per project
- Name of employee providing said services

No work shall take place without advanced written approval of the County’s engineering department. If the Contractor commences any work prior to receiving written approval, he does so at his own risk.

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

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

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

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

SECTION II-2. PAYMENT OF TAXES AND FEES.

The Contractor shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

SECTION II-3. QUANTITIES GUARANTEED.

The Contractor represents, understands and agrees that this is an “LUMP SUM” contract, to guarantee pricing for services contained herein.

THIS SPACE INTENTIONALLY LEFT BLANK
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:

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 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:

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.

**THIS SPACE INTENTIONALLY LEFT BLANK**
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 ___ day of ______________________, 2022.

E&D CONTRACTING SERVICES, INC.

__________________________________
Signature

__________________________________
Title

Witness - Signature ____________________

Witness - Title ________________________

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

__________________________________
WESLEY CORBITT, CHAIRMAN

Attest:

______________________________
Stephanie Johnson, County Clerk

CONTRACT NO. 22-25-006

COMMISSION APPROVAL DATE: ____________________________
Staff Report

Subject: County Buildings Space Allocation and Assessment Study – Change Order #1
Author: Eric Larson, Asst. County Manager
Department: County Engineering
Meeting Date: March 1, 2022
Item Description: Approve a change order to add an additional facility to the Facility Master Plan study.

Summary Recommendation:
The County has elected to an additional facility need to the master plan project for space allocation and condition assessment. This is a new facility for the Sheriff’s department for training and space for Magistrate Court.

Executive Summary/Background:
- Pond Company was selected as an IDC consultant on April 27, 2021.
- Pond Co. was contracted for the Facility Master plan on June 21, 2021.
- Original contract amount = $69,864.68
- Change Order #1 = $6,900
- Revised contract amount = $76,764.68
- No additional time was requested. However, it is noted the project is behind schedule due to delays in the original scope of work and this amendment. Original completion was December 31, 2021.

Alternatives for Commission to Consider
1 - Approve contract amendment #1 with Pond Company in the amount of $6,900.
2 – Take no action and request more information.
3 - Deny. Without the change order, the additional needs of the Sheriff’s office will not be met.

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: County Engineering; County Attorney

Funding Source: SPLOST

Attachments: 1. Pond Contract
2. Change Order #1
February 7, 2022

Mr. Eric Larson, PE, AICP, CFM, CPSWQ  
Assistant County Manager  
Effingham County Board of Commissioners  
601 North Laurel Street  
Springfield, Georgia 31329

RE: Architectural Professional Services for County Buildings Space Allocation & Assessment Study | RFP No. 21-008  
Change Order No. 1 (Owner Requested)

Dear Mr. Larson,

Per your request, Pond & Company is pleased to submit Change Order No. 1 for an expanded scope of services to include a new Training Facility for the Sheriff’s Department. The scope of work will be an extension of the FCA and Programming Study previously completed by Pond. It is our understanding this facility will be located on the existing Sheriff’s Campus on Highway 21 and the County has not yet determined if the proposed facility will be a new stand alone building or an addition to the existing facility.

BASIC SERVICES + SCOPE

A. Discovery | The expanded scope is to focus on the following departments:
1. Sheriff’s Department - including all current staff areas, buildings, spaces and areas occupied.
2. Magistrate Court as well as associated offices and departments.
3. A list of documents, current plans, and additional information will be sent to Pond by the County to provide for use in compiling the report prior to programming phase.
4. Discovery will be limited to items required for programming within the Sheriff and Magistrate Departments only. This exercise will not include any FCA assessments or reports.

B. Programming | A programming exercise will be conducted virtually. The purpose of the meeting will be as follows:
1. Review all current facilities, departments and staffing.
2. Discuss future growth of facilities, departments and staffing.
3. Review all desired functions to be included and/or accommodated with any future new construction or major renovation projects in Effingham County for the Sheriff Department as well as Magistrate Court.

C. Report | An addendum to the previously provided programming document.
Additions to the report will be highlighted to distinguish as an addendum to previous report. The report will include basic outline floor plans to show recommended size, shape and use for areas highlighted during programming.

DELIVERABLES

A PDF format report as an addendum to previously sent and accepted reports will be provided.

EXCLUSIONS

- No structural, mechanical, electrical, plumbing or fire protection engineering services are included as part of the scope of this proposal.
- No trips or site visits are included as part of this proposal per client request. If at any point a trip to visit on site at Effingham County for site observations, programming meetings or any face to face meetings is requested that will be billed at previously approved hourly rates.
- No FCA reports for any Sheriff or Magistrate current facilities.
COST
All work mentioned herein is to be performed at a lump sum fee of $6,900.00.

We thank you for your consideration of this Change Order and look forward to the opportunity to continue to partner with Effingham County on this and future projects.

Sincerely,

Pond & Company

Van Lynn, PE, QCxP, LEED AP BD+C
Director of Mechanical Engineering
Contract Manager

Melissa Phillips
Business Development Manager
Client Liaison

ACCEPTED BY: Van Lynn, PE, QCxP, LEED AP BD+C
Pond & Company

SIGNATURE:

DATE: February 8, 2022

ACCEPTED BY: Effingham County Board of Commissioners

SIGNATURE:

DATE:
Staff Report

Subject: Hodgeville Sanitary Force Main – Design contract Amendment #1
Author: Eric Larson, Asst. County Manager
Department: County Engineering
Meeting Date: March 1, 2022
Item Description: Approve a change order to authorize easement acquisition.

Summary Recommendation:
As part of the force main project, several easements will be required. The design consultant, EMC Engineering Services, Inc. (EMC), have submitted a contract addition to perform the acquisition.

Executive Summary/Background:
- EMC was contracted for force main design on January 21, 2021.
- Original contract amount = $135,775
- Contract Amendment #1 = $26,950
- Revised contract amount = $162,725
- No additional time was requested. However, it is noted the project is behind schedule due to the numerous design conflicts with other area projects. Original completion on design was August 27, 2021.

Alternatives for Commission to Consider
1 - Approve contract amendment #1 with EMC Engineering Services, Inc. in the amount of $26,950.
2 – Take no action and request more information.
3 - Deny. Easement acquisition services will still be needed. A request for proposals will have to be issued.

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: County Engineering; County Attorney

Funding Source: Water Sewer Fund & ARPA.

Attachments: 1. EMC Contract
2. Contract Amendment #1
January 13, 2022

Mr. Eric Larson, P.E.
Effingham County
601 N. Laurel Street
Springfield, GA 31329

RE: Hodgeville Sanitary Forcemain
EMC Project No. 21-0015

Dear Mr. Larson:

The following outlines EMC Engineering’s scope and fee for property acquisition services for three parcels where easements are needed. The acquisition work will be performed by a subconsultant. EMC will provide survey services to stake the easements as needed and to coordinate the work. The cost breakdown is as follows:

Easement acquisition for 3 easements which includes titles, closings, appraisals as needed and cost estimates. Fee: $17,450

Staking of Easements in the field (up to 4 days) and project coordination. Fee $9,500

Total Fee: $26,950

Please review and contact me with any questions.

Sincerely,
EMC ENGINEERING SERVICES, INC.

Ben Lockhart, P.E. CFM
Associate
Staff Report

Subject: Water and Wastewater Master Plan – Design Task Order Amendment #2
Author: Eric Larson, Asst. County Manager
Department: County Engineering
Meeting Date: March 1, 2022
Item Description: Approve a change order to prepare a Design Development report for a spray field expansion on Low Ground Road.

Summary Recommendation:
As part of the ongoing water and wastewater master plan effort, additional planning and design work is needed for the development of an additional spray field adjacent to the wastewater treatment plant on Low Ground Road.

Part 1 – initial site investigation, soil borings, groundwater modeling, and waste load allocation determination. This was completed by EOM Operations in December 2021.
Part 2 – Design Development Report, a required submittal to GA-EPD.
Part 3 – Design Plans for Construction and submittal to GA-EPD.
Part 4 – Construction.

Executive Summary/Background:
- Alliance Consulting Engineers, Inc. was contracted as an IDC consultant on February 4, 2021.
- Alliance was selected for the Water and Wastewater Masterplan on June 1, 2021
- Original task order amount = $195,000
- Task Order Amendment #1 for Ogeechee Run Tide Study = $20,000
- Task Order Amendment #2 for Part 2 above = $14,000
- Revised Task Order amount = $229,000
- Additional time is 90 days. Original completion on the task order for the Master Plan was February 15, 2022. However, the project has been delayed due to data collection issues and the additional task order amendments.

Alternatives for Commission to Consider
1 - Approve task order amendment #2 with Alliance Consulting Engineers, Inc. in the amount of $14,000.
2 – Take no action and request more information.
3 - Deny. The Design Development Report will still be needed. A request for proposals will have to be issued.

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: County Engineering; County Attorney

Funding Source: Water and Sewer Fund.

Attachments: 1. Alliance Contract
              2. Task Order Amendment #2
EFFINGHAM COUNTY
PROFESSIONAL ENGINEERING SERVICES
DEVELOPMENT OF COUNTYWIDE WATER AND WASTEWATER MASTER PLAN
NOTICE TO PROCEED FOR ADDITIONAL PROFESSIONAL SERVICES
PROJECT NO. 21162-2051
DATED: February 2, 2022

In accordance with Paragraph 1.1 of the Master Agreement between Owner and Engineer for Professional Services date February 4, 2021 ("Agreement") Owner and Engineer agree as follows:

Description of Project: Development of County Wide Water and Wastewater Masterplan for Effingham County, Georgia.

Services of Engineer: In accordance with Alliance Consulting Engineers, Inc.’s Master Agreement for Services dated February 4, 2021 and Additional Task Order No. 2 presented below:

Spray Field Expansion:

- Part 2 – Task Order No. 2 - Alliance Consulting Engineers, Inc. – Design Development Report using Data to be received from EOM, LLC Initial Site Evaluation, Geotechnical Subsurface Exploration, Soil Borings, Groundwater Mounding Analysis and Water Loss Audit. Preliminary Services can commence once results are received from January 2022 for submittal to Georgia Environmental Protection Division (GEPD).

Cost of Services: The method of Payment shall be in accordance with Article 5 – Payment of Services of the Master Agreement (dated February 4, 2021).

Notice to Proceed:

- Task Order No. 2 for Part 2: Initial Budget $14,000

Estimated Time Schedule: Task Order No. 2 Services are expected to be completed in approximately Ninety (90) days from approved Notice to Proceed.

- Receipt of required Data from EOM, LLC - Expected 30 Days
- Alliance Consulting Engineers Design Development Report - 60 Days
- Alliance Consulting Engineers, Inc. submittal to GEPD - 90 Days
Agreed as to Scope and Cost of Services, and Time Schedule:

**EFFINGHAM COUNTY**

BY: Timothy Callanan  
County Manager  
TITLE

**ALLIANCE CONSULTING ENGINEERS, INC.**

BY: Deepal S. Eliatamby, P.E.  
President  
TITLE

DATE

DATE

**WITNESS**

Address for giving notices:

804 South Laurel Street  
Springfield, Georgia 31329

Address for giving notices:

Post Office Box 8147  
Columbia, South Carolina 29202-8147
Staff Report

**Subject:** Blue Jay Water Main Extension (Loop B) – Design contract Amendment #1  
**Author:** Eric Larson, Asst. County Manager  
**Department:** County Engineering  
**Meeting Date:** March 1, 2022  
**Item Description:** Approve a change order to add re-use water line extension to the project, additional work required to receive GDOT approvals, and to authorize easement acquisition.

**Summary Recommendation:**  
The County has elected to add re-use water main extension from its current termini on Blue Jay Road to Hwy 17 to facilitate plans for re-use expansion and potential surface water discharge. In order to obtain GDOT encroachment approval to install water line along Hwy 17, several plan revisions were required that were not anticipated. In addition, several easements will be required for the project. The design consultant, Hussey, Gay, and Bell, have submitted a contract addition to perform the acquisition.

**Executive Summary/Background:**  
- Hussey Gay and Bell was contracted for Loop B design on April 10, 2020.  
- Original contract amount = $98,770  
- Contract Amendment #1 = $95,500  
- Revised contract amount = $194,270  
- No additional time was requested. However, it is noted the project is behind schedule due to the numerous changes and permit delays with GDOT. Original completion on design was to be 17 weeks from Notice to Proceed, approx. August 14, 2020.

**Alternatives for Commission to Consider**  
1 - Approve contract amendment #1 with Hussey Gay Bell in the amount of $95,500.  
2 – Take no action and request more information.  
3 - Deny. Design Mod #1 and Permit Mod #1 have already been completed and will require an alternative contract amendment.

**Recommended Alternative:** Alternative 1

**Other Alternatives:** Alternative 2

**Department Review:** County Engineering; County Attorney

**Funding Source:** Water Sewer Bonds, SPLOST, and/or ARPA.

**Attachments:**  
1. HGB Contract  
2. Contract Amendment #1
Change Order # 1

Project: 20-105-002 – Blue Jay Road Water Main Ext. B - Design

Contract Date: __April 10, 2020__

Change Order Effective Date: __March 1, 2022__

Change Order Issued to: Hussey, Gay, Bell
329 Commercial Drive
Savannah, GA 31406

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>
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<tbody>
<tr>
<td>1</td>
<td>Design Modification #1</td>
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<td>Design Modification #2</td>
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The original Contract Sum was.........................................................$ 98,770.00

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

The Contract Sum prior to this Change Order was....................................$ 98,770.00

The Contract Sum will be increased by this Change Order.........................$ 95,500.00

The new Contract Sum including this Change Order will be.........................$ 194,270.00

The Contract Time will be increased by _0_ days

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

By: ________________________________
Date: ______________________________

Contractor
Hussey, Gay, Bell
329 Commercial Drive
Savannah, GA 31406

By: ________________________________
Date: ______________________________
Staff Report

Subject: FY 2022 Budget Amendment
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 3/1/22
Item Description: Consideration to approve an amendment to the FY 2021-2022 Budget.

Summary Recommendation:
Staff is requesting approval of an amendment to the FY 2021-2022 Budget.

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

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

The budget amendment attached reflects the following overall increases:
1. The purchase of five lift station pumps
2. The Old Augusta Rd water & sewer extension project

Alternatives for Commission to Consider:
1. Approve the Resolution to amend the budget for FY 2021-2022.
2. Provide Staff with Direction
Recommended Alternative:
Staff recommends Alternative number 1 – Approve the Resolution to amend the budget for FY 2021-2022.

Other Alternatives: N/A

Department Review: Finance

Funding Source:
Multiple, in resolution

Attachments:
FY 2021-2022 Budget Amendment Resolution
RESOLUTION TO AMEND THE FY2021-2022 BUDGET

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

<table>
<thead>
<tr>
<th>DEPT</th>
<th>DEPT NAME</th>
<th>ACCT NAME</th>
<th>ACCT NO.</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
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<td>WATER &amp; SEWER</td>
<td>OTHER EQUIPMENT</td>
<td>505-4441-105-54-2502</td>
<td>40000.00</td>
<td>five lift station pumps</td>
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<td>WATER &amp; SEWER</td>
<td>COST RECOVERY FEES</td>
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<td>to allocate fees for lift station pumps</td>
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<td>WATER &amp; SEWER</td>
<td>OLD AUGUSTA W&amp;S EXTENSION</td>
<td>505-4441-105-54-1406-19</td>
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<tr>
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<td>WATER &amp; SEWER</td>
<td>COST RECOVERY FEES</td>
<td>505-34-4212</td>
<td>-200000.00</td>
<td>to allocate fees for Old Augusta w&amp;s extension</td>
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<tr>
<td>105</td>
<td>WATER &amp; SEWER</td>
<td>SEWER BILLING</td>
<td>505-34-4255</td>
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<tr>
<td>105</td>
<td>WATER &amp; SEWER</td>
<td>REUSE METERS</td>
<td>505-34-4256</td>
<td>-300000.00</td>
<td>to allocate reuse cost recovery fees for Old Augusta ext</td>
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</table>

The amendment affects multiple departments. It reflects revenue awarded for multiple grants, capital project change orders, approved software and communications contracts, the Georgia Forestry Commission stipend, and the purchase of additional water meters. This amendment is an overall increase to the budget.

Approved this ______ day of _____________ 2022.

Attest:

Stephanie D. Johnson, County Clerk  Wesley M. Corbitt, Chairman
Staff Report

Subject: GEMA Local Emergency Management Performance Grants Program (EMPG)
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 3/1/22

Item Description: Consideration to accept a grant award from GEMA Local Emergency Management Performance Grants (EMPG) Program.

Summary Recommendation:
Staff is requesting approval to accept a grant award from Georgia Local Emergency Management Performance Grants (EMPG) Program.

Executive Summary:
GEMA/HS EMPG provides local qualified EMAs with funding opportunities to enhance the local emergency management (EM) program by providing funds for administration, preparedness activities and exercise and training. An all-hazards approach in the development of a comprehensive program of planning, training, and exercises provides for an effective and consistent response and recovery to disasters or emergencies, regardless of the cause. Effingham County receives this grant each year to help offset salary cost for the EMA Director. In addition to the salary supplement in this grant round, the new application will include equipment purchases for the Emergency Operation Center (EOC) as per the following:

<table>
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<tr>
<th>Item</th>
<th>GEMA</th>
<th>EC Match</th>
<th>Total</th>
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<tr>
<td>Personnel - EMA Director</td>
<td>$ 858.22</td>
<td>$ 858.22</td>
<td>$ 1,716.44</td>
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<td>Equip - Message Trailer (4’x8’)</td>
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<td>$ 17,635.00</td>
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<td>$ 5,999.28</td>
<td>$ 11,998.56</td>
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</tbody>
</table>

GRAND TOTAL $ 31,350.00

Background:
1. The award amount is $15,675.00.
2. There is a 50% cost share requirement.
3. The cost share would require a budget amendment of $15,675.00.
Alternatives for Commission to Consider:
1. Approve the grant award from GEMA EMPG Program.
2. Do not approve the grant award from GEMA EMPG Program.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve the grant award from GEMA EMPG Program.

Other Alternatives:
N/A

Department Review: (list departments)
Effingham County Emergency Management

Funding Source:
Cost share requirement is $15,675.00

Attachments:
GEMA EMPG Award Letter
Dear Matthew Gill,

It is my pleasure to announce that your FY 2021 Local Emergency Management Performance Grant (EMPG) Base Award application has been successfully processed and approved. As a result, your organization has been awarded $15,675.00 in federal funds, and your advance payment is currently being processed by our Preparedness Grants and Programs Department. Upon completion of the payment process, your check will be forwarded to your organization.

This Base Award is funded by the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and includes a minimum 50 percent (cash and/or in-kind) match requirement. Please review and adhere to the 2021 Local EMPG Program Guidance, which is available in the Georgia EMGrantsPro system. In addition, this notification is to serve as your organization’s official Statement of Award. Please keep a copy of this information with your grant records. To view/download the EMPG Program Guidance, please click on this link.

Thank you for your commitment to Georgia’s citizens and assets. I appreciate your efforts to ensure Georgia remains a safe place for us to live and raise our families. By working together, we can continue to be prepared for the challenges that may face us.

Sincerely,

James C. Stallings
Director
Georgia Emergency Management and Homeland Security Agency (GEMA/HS)

This is an automated email generated by https://ga.emgrants.com/, please do not reply.

**** This is an EXTERNAL email. Please do not click on a link or open ANY attachments unless you are confident it is from a trusted source and you are expecting this email. *****
**Staff Report**

**Subject:**  
ACCG Georgia County Internship Program (GCIP)

**Author:**  
Mark W. Barnes, Finance Director

**Department:**  
Finance Department

**Meeting Date:**  
3/1/22

**Item Description:**  
Consideration to accept a grant from ACCG Civic Affairs Foundation Georgia County Internship Program (GCIP).

**Summary Recommendation:**  
Staff is requesting approval to accept a grant from ACCG Civic Affairs Foundation Georgia County Internship Program (GCIP). The award amount is $2,607.60

**Executive Summary:**  
The ACCG Civic Affairs Foundation is a nonprofit organization established by ACCG in 2006. The Foundation operates the Georgia County Internship Program (GCIP) which offers grants to counties to recruit and hire college and university students for county internships. The goal of the program is to enable counties to hire talented college students and recent graduates for specific projects that will, 1) benefit county government and its citizens; 2) give students a chance to learn first-hand about the role of county government; 3) provide practical work experiences students can use in the job market upon graduation; 4) and inspire young people to consider a career in county government. Effingham County Administration was awarded a Roads Condition Assessment Intern.

**Background:**
1. The grant hourly wage is $12 but the County will pay an additional $3 for the wage to be $15 per hour.
2. Interns must be currently enrolled in a college/university or a recent graduate to be eligible to participate in the program.
3. This will require a budget amendment. The County will pay $5,204.64.

**Alternatives for Commission to Consider:**
1. Approve a GCIP grant award.
2. Do not approve a GCIP grant award.
3. Provide Staff with Direction

**Recommended Alternative:**
Staff recommends Alternative number 1 – Approve a GCIP grant award.
Other Alternatives:
N/A

Department Review: (list departments)
County Administration

Funding Source:
The hourly salary will be reimbursed at the end of the grant period.

Attachments:
GCIP grant award information packet
Good evening,

Congratulations on being selected as a 2022 GCIP Grant recipient! Please see the attached grant package and grant overview. All grant requirements, deadlines, and information are contained in the attached documents. A signed copy of the attached grant agreement should be submitted to me at mnesmith@accc.org as soon as possible.

It is recommended that counties recruit interns in February-April. This is the best time to seek out summer internship candidates. We encourage you to reach out to your local technical college or university for undergraduate students and to advertise through online platforms such as Handshake and Simplicity along with posting positions through the county website, local media, and any other sources used to recruit new hires for your county. Graduate and law school students often use different recruitment platforms than undergraduate students. If you are interested in a graduate or law student, we suggest you reach out to the school within the college that oversees the graduate program to determine the best way to recruit. High school students 16 or older who are dually enrolled in a college program are also eligible to intern with your county. If you are interested in pursuing a qualified high school candidate, we suggest that you also reach out to high schools in your area. You may also want to consider participating in a virtual or in-person job fair. If you provide me with a job description or link to the job description on your website, I will also help advertise the position through the Foundation’s website and with college and university career service staff statewide.

Please let me know me know if you have any questions about the grant.

Best,

Michele

Michele NeSmith, Esq.
ACCG
Research and Policy Development Director
191 Peachtree Street, NE, Suite 700
Atlanta, Georgia 30303
404-522-5022
www.accc.org
Advancing Georgia’s Counties

Association County Commissioners of Georgia Civic Affairs Foundation
191 Peachtree Street, Suite 700, Atlanta, GA, 30303
The following information will be sent upon request: A full and fair description of the Association County Comm of Georgia Civic Affairs Foundation; A financial statement or summary of the Association County Commissioners of Georgia Civic Affairs Foundation.

**PLEASE NOTE:** ACCG lawyers represent ACCG and its subsidiary boards. No attorney-client relationship with any person or entity (other than ACCG and its subsidiary boards) is formed by this email. ACCG lawyers do not provide legal advice to individual counties, officials, or staff. The county attorney should be consulted for legal issues specific to an individual county.

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MEMORANDUM

To: Georgia County Internship Program (GCIP) Grant Recipients for Summer 2022 Grant Period

From: Michele NeSmith, ACCG Research and Policy Development Director on behalf of the ACCG Civic Affairs Foundation

Re: County Grant Information Packet and Grant Agreement

Date: February 9, 2022

Congratulations on being a grant recipient for the Summer 2022 Georgia County Internship Program (GCIP)! We hope that this internship is mutually beneficial to both the county and intern. The intern can perform their internship at any time from May 1, 2022-September 1, 2022. Reimbursement requests with accompanying proof of hire must be submitted to the Foundation no later than Friday, October 15, 2022. Please read this memo and all the materials included in this packet in their entirety before you submit the requested documents.

The primary contact for the grant will need to work closely with the Human Resources Department, or the person who manages the county's hiring practices in that there are many employment related forms that must be completed by the county and the intern close to the date of hire. If the primary contact for the grant changes before the end of the grant period, please contact me immediately and provide the new contact with their email and phone numbers.

While the Foundation is aware that it may take time to have your board formally approve the grant agreement through a meeting of the board of commissioners, please make every effort to return it as soon as possible so that it can be finalized by the Foundation. When an intern has been hired, the Foundation should be notified, and a copy of the Intern Consent Form and the Intern Information Form should be submitted as soon as possible, but no later than August 1, 2022. The county should not wait until the end of the grant period to submit this information.

Also, if you have previously participated in the grant program you are aware that we request that the intern evaluation form and photo(s) of the intern be submitted. In that past this has been an optional requirement, but it is now mandatory. Please ensure that both are submitted in order to be eligible for the reimbursement.

Enclosed in this packet is the grant checklist, frequently asked questions, and an intern supervisor’s guide. The grant agreement is included in a separate attachment and includes the following: 1) grant award letter 2) county grant application, 3) E-Verify usage and acknowledgement form, 4) grant reimbursement form 5) intern evaluation form, 6) the intern consent form, and 7) the
In order to receive the grant funds, the county must submit the following to the Foundation:

1) Signed Grant Agreement – as soon as possible
2) Signed Intern Consent Form – beginning of the internship but no later than August 1
3) Signed and Completed Intern Information Form – beginning of the internship but no later than August 1
4) Intern Photo-by September 1 (head shot and action photo)
5) Proof of Hire (offer letter and a copy of the E-Verify Usage and Acknowledgement Form) by October 15, 2022
6) Signed and Completed Grant Reimbursement Form – by October 15, 2022
7) Proof of Payment – by October 15, 2022
8) Completed Intern Evaluation -by October 15, 2022

Once the county has submitted all the items listed above, the Foundation will provide reimbursements for the wages, workers’ compensation coverage, and Federal Insurance Contributions Act (FICA) for the county internship positions that have been approved by the Foundation. The money provided for FICA and workers’ compensation must be used for these purposes. The county is required to cover all interns hired through the GCIP under their workers’ compensation policy. Grant reimbursements may take 6-8 weeks to process. Please note that your county will not receive your grant reimbursement until you have submitted ALL the requested information and provide proof that an intern has been hired.

Over the course of the internship, the Foundation will be checking in with the internship supervisor(s) for your county to ensure that the internship is going smoothly. The Foundation will also be visiting certain counties in order to interview the intern(s) and supervisor(s) and to take photos to promote the program. All visits will be scheduled prior to arrival. If you have any questions or concerns, please contact me at mnesmith@accg.org or at 404-992-8737.

Thanks again for your participation in this program.
Georgia County Internship Program (GCIP) County Check List

☐ Read all provided information before completing required forms

☐ The Grant Agreement needs to be approved by the County Board of Commissioners at a Board meeting, signed, and returned to the Foundation as soon as possible. The Foundation will then sign the agreement and return it to the County.

☐ Send Foundation internship job posting and advertise locally as soon as possible

☐ Complete, sign and submit the Intern Information Form to the Foundation at the beginning of the internship, but no later than August 1, 2022 (must be signed by intern and intern supervisor)

☐ Intern to complete and sign Intern Consent Form and submit to the Foundation at the beginning of the internship, but no later than August 1, 2022

☐ Submit photo(s) of Intern (head shot and action shot) by September 1, 2022

☐ Submit proof of hire (copy of Offer Letter and E-Verify Usage and Acknowledgement Form) to the Foundation by October 15, 2022

☐ Submit proof of payment to the Foundation by October 15, 2022

☐ Submit Intern Evaluation to the Foundation by October 15, 2022
Will the grant contract need to be approved by the board of commissioners?

Yes. The contract needs to be approved by the board of commissioners and entered on the minutes as required by state law at O.C.G.A. § 36-10-1.

What qualifications does an intern have to meet?

The program is open to undergraduate and graduate students from a variety of educational backgrounds, provided a student’s abilities are appropriate to the intern project proposed by the county. Since county governments provide a wide range of services, counties are encouraged to be creative in proposing internship opportunities across diverse areas of study from engineering and law to human resources and veterinary sciences.

Recent college graduates may be selected for an internship provided they can provide proof that their graduation was within six months of the start date of the internship. High school students who are dually enrolled in a college program and are 16 years of age or older may also participate.

How many hours should an intern work and how should this time be scheduled?

GCIP grant funds will pay internship costs for up to a maximum of 200 internship hours. It will be up to the county and the intern to determine the work schedule in terms of the number of hours worked per week and total number of weeks to be worked. It is recommended that the minimum number of hours worked per week is 15.

If a grant for multiple interns is awarded to a county, this does not mean each intern has to work the same schedule or the same number of hours as long as the total number of hours worked under the grant does not exceed 200 for any one intern.

When can internships be completed?

A student may start an internship at any time during the applicable Grant Period. Students must complete their internship no later than the last day of the applicable Grant Period.
What if my intern doesn’t complete the full 200 hours?

Interns are not required to work the total 200 hours for the county to receive the grant, although the Foundation will only reimburse the county under the grant based on the actual number of hours worked if less than 200.

While GCIP grant funds cannot be provided past the applicable Grant Period, a county and an intern can extend the duration of any internship based on mutual agreement. All expenses incurred beyond the grant period will be paid by the county.

My county was awarded one internship. Can I split the grant to hire two interns?

Yes. If a county was awarded a grant for one intern and later determined that more than one intern was needed, the grant can be split into two 100-hour internships if the county abides by all the requirements of the grant agreement. However, the Foundation must first be contacted to ensure the requested split meets all the grant requirements. The grant for one intern cannot be split into more than two 100-hour internships.

How much do interns get paid under GCIP and how is this funded?

The county pays the intern directly and the Foundation reimburses the county for all approved costs after all required paperwork has been provided.

The wage for interns for the 2022 grant period is $12.00 per hour. Interns cannot be paid less than $12.00 per hour. The total hourly pay for a maximum 200-hour internship may not exceed $2400 in wages, $183.60 in FICA, and up to $24 in workers’ compensation costs for a maximum reimbursement of $2607.60 per intern. An intern paid using GCIP grant funds must be covered under the county’s workers’ compensation plan.

If a county wants to pay an intern more than $12.00 per hour, that amount over $12.00 will need to be paid by the county along with the additional FICA and workers’ compensation costs applicable to the additional salary. The GCIP grant does not cover wages paid over $12.00 per hour nor does it pay for more than 200 hours of employment during any grant period.

Can the county extend the internship beyond the 200 hours/grant period?

Yes, but the county will be responsible for all related costs beyond the 200 hours and timeframe provided in the grant agreement.

What if an intern needs academic credit?

If a student wants to obtain academic credit for the internship, it will be the responsibility of the county to work with the student and the student’s academic institution to fulfill this requirement. The Foundation is not responsible for securing academic credit or certifying work performed by the intern for this purpose.
What if my county has already hired an intern for the grant period?

If a county already has identified an intern who meets the requirements for this program for a specific Grant Period, the county is eligible to receive grant funding for that intern as long as it submits all required application materials by the applicable deadline and is selected to receive a grant. Note that the internship must be completed within the applicable Grant Period.

Who is responsible for recruiting interns?

It will be the responsibility of the county to recruit and hire their intern. This requires advertising through the county website, area technical colleges and universities, contacting department heads of colleges, etc. The county is also responsible for selecting applicants to interview, interviewing, and hiring interns.

The Foundation will assist in this process by posting county positions on its website www.civicaffairs.org to provide statewide exposure to interested students and sharing these postings with career service directors across the state. If needed, the Foundation can further assist in this process if the county needs additional assistance or direction on how to recruit interns.

What happens if a county is not able to recruit an intern for its GCIP grant?

If no intern can be identified, the GCIP grant will be rescinded for that grant period.

What if the grant project cannot be performed as provided in the county application?

Contact the Foundation immediately to see if a possible accommodation can be made. Grant awards are based on competitive scoring related to the project submitted. As such, grant projects should be performed as described. If an accommodation cannot be made, the grant will be rescinded.

Can interns perform private projects for elected officials or staff?

No. Interns are not allowed to work on projects that are not county-related. The purpose of the internship is for the student to learn about county government through a project that benefits the county, not a county staff member or elected official.

Can interns work on political campaigns?

Interns funded by GCIP are prohibited from participating in any type of political campaign work.
Georgia County Internship Program

County Intern Supervisor’s Guide

Welcome to the Georgia County Internship Program!

We are excited that you are participating in the Georgia County Internship Program (GCIP). Over the following months, you will have the opportunity to work with a student or recent graduate who is interested in learning about how communities and governments operate at the local level. Outside of working for a county or city it is very difficult for students to learn practical lessons about local government. It is our hope that this internship with your county not only will provide a valuable education on the operations of local government but may also help to motivate the student to consider a career in public service.

Serving as an Internship Supervisor is a big responsibility and will require a significant time commitment. As an Internship Supervisor, it is necessary to oversee all daily assignments and projects, provide direction and feedback and ensure that the intern has adequate workspace and needed resources. It is your responsibility that all the requirements for the program are met. These requirements are necessary to ensure that the student gets the most out of his or her internship experience.

The best way to have a successful internship program is to prepare as much as you can for the intern before he or she arrives. Please take a moment to look over the materials contained within this manual. These materials were prepared to ensure that you have adequate resources to take you from the interview process through to the exit evaluation. We encourage you to use these materials both to help you prepare for the arrival of your intern and to keep your intern on task so that projects are completed in a timely manner.

We wish you the best of luck with the internship and hope that your county decides to participate in the GCIP in the future. Please continue to visit our website at www.civicaffairs.org to learn more about project ideas and how other counties are utilizing interns.
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The Interview Process

While the Association County Commissioners of Georgia Civic Affairs Foundation (Foundation) helps to promote GCIP internship positions, counties are ultimately responsible for recruiting and hiring their intern. It is highly recommended that the county posts the internship position on the county website where jobs are advertised as well as post on area college student recruitment websites. Once applications for the internship position are received by the county, you will need to begin the interview process. Please schedule at least thirty minutes per interview in order to provide ample time to get to know each student or recent graduate. Once you have scheduled an interview, be sure to send a reminder confirmation along with directions to your office to the interviewee. It may be beneficial to include parking information, especially if your department does not have adequate parking available.

Sample Intern Interview Questions

1. What attracted you to this internship opportunity?

2. How does this internship fit into your schedule and educational goals?

3. What do you hope to gain from this experience?

4. Do you have any knowledge or experience with local government issues?

5. [Describe position/ project details] What coursework or former work/volunteer experience do you think best prepared you for a position like this?

6. Do you have experience working with customers/clients?

7. Any questions?
Sample Internship Offer Letter

Dear __________,

It is with great pleasure that I offer you the position of __________ internship with __________ County. The intent of the Georgia County Internship Program is to provide outstanding students the opportunity to receive a “hands on” understanding of the inner workings of county government.

The position that you are being offered begins __________ and ends __________. During your internship, I will be your supervisor and will review your progress toward the timely completion of all assignments on a regular basis. By accepting this position, you are committing to work _____ hours a week on a regular weekly schedule to be determined at the start of the internship. You will be responsible for notifying me in advance if you will be absent on days that you are scheduled to be in the office. You will be paid ________ (weekly/monthly) at an hourly rate of $____ (there are no benefits associated with this position.) As part of the __________ County team, it will be important to note and adhere to __________ County’s standards regarding office conduct and work rules.

The projects that you are assigned will involve issues affecting county governments. These projects will be substantially, if not completely, your responsibility. At least one of these projects will result in a tangible work product at the completion of the internship. In addition, you may be assigned smaller research-related and administrative duties. It is our intention to ensure that the work that you will be assigned will result in a meaningful learning experience for you.

I look forward to working with you, and I thank you in advance for your contribution to __________ County.

Sincerely,

____________
____________ County Internship Supervisor

ACCG Civic Affairs Foundation – Georgia County Internship Program, County Supervisor’s Guide
Sample Internship Rejection Letter

Dear __________,

I enjoyed meeting with you on __________ regarding the __________ internship position with __________ County. I was very impressed with your resume and qualifications and thought that you presented yourself in a very professional manner over the course of the interview.

We received numerous applications for this position and in that we had many well qualified applicants, it was difficult to make the final selection. While your credentials were impressive, we have chosen another candidate at this time.

Please remember that you may re-apply for another internship position in the future as those become available. I wish you the best of luck with your future academic and career endeavors.

Sincerely,

__________

__________ County Internship Supervisor
Before the Intern Arrives – Checklist

Prior to the new intern's arrival, it will be helpful to address some of the items listed below to ensure that the intern will be able to function in and around the office once he or she starts work. By completing these items ahead of time, you will be able to smoothly transition the intern into your office so that he or she can begin daily activities and assignments immediately upon arrival.

☐ Prepare an Intern Manual

Intern Manuals are a great way to provide your intern with basic information about your office and its operation. The following list suggests general information that should be applicable for most offices. It may be helpful, in the event your intern is the first for your county, that you have the intern put together a more thorough manual as a project so that you can use it with future interns.

- Intern Expectations (Duties, Hours, Dress Code, Timesheets/Payroll, etc.)
- Office Personnel and Procedures Manual, if available
- Office Staff Information (Phones numbers, Office numbers)
- “How To” Section (How to operate phones, copier, fax, scanners, etc.)
- Transportation (Parking, Transit options)
- Local Areas of Interests (Lunch options, Nearby ATMs/Banks)
- Helpful Resources for completing assignments (Websites, Manuals, etc.)

☐ Develop a timeline of assignments and projects, including tentative due dates (see the sample Work Plan)

☐ Set aside space for the intern to work (desk, office, cubicle, etc.)

☐ Set up passwords for computers and/or phones if needed

☐ Order name badge or employee ID if required

☐ Send email to the intern regarding the 1st day of work (provide instructions on any documentation the intern needs to bring, appropriate dress, where to park, where to report to, etc.)

☐ Set up a New Intern Breakfast/Luncheon to introduce the intern to the office staff (if resources are available)

☐ Make arrangements with the Human Resources Department to schedule a time for the intern to be properly processed on the first day (fill out county personnel information, grant paperwork, etc.)
Sample Internship Project Plan

_________________________ County

Project Assigned:

_________________________

Project Details:

_________________________

Project Deadline:

_________________________

Recommended Resources:

_________________________

(Insert time frame) Tasks:

_________________________

(Insert time frame) Tasks:

_________________________

Mid-Project Review Date:

_________________________

(Insert time frame) Tasks:

_________________________

Final Project Review Date:

_________________________
Processing the Intern on Arrival

Once the intern arrives, the Human Resources Department will need to meet with the intern so that he or she can fill out all applicable paperwork required by the county and required by the GCIP grant. All interns must be covered under the county’s workers’ compensation plan and should be processed as an employee of the county. Interns should be verified through the E-Verify program just as any other new hire for the county. The county is required to submit the E-Verify Acknowledgement Form to the Foundation as proof of this requirement.

GCIP grant-paid interns are also required to complete and submit the Intern Consent Form and Intern Information Form to the Foundation as part of the grant paperwork.

Establishing Goals for the Internship

On the first day of work, it is very important to meet with the intern in order to establish the goals that you want him or her to achieve during the internship. This should include discussion of projects, proposed timelines, available resources and general information about your expectations.

Furthermore, it is also very important over the course of the internship that you schedule periodic and regular meetings to ensure that the intern is meeting the required plan of action.

The following page provides a sample work plan you may wish to use for your county’s program. Note that your work plan may not need to be as detailed as the one shown below, but it should contain at least one mid-term review of the project and the intern’s performance. Not only will a work plan help the intern stay on track, it will also help you to adjust the workload in the event you need the intern to focus on certain tasks more than others due to changing priorities.
Sample Internship Work Schedule (for a 12 Week Internship)

**Sample Project Assigned:** Create a Record Retention Schedule and Record Management Database and Provide Instructions on How to Use Both

**Project Details:** By using Microsoft Access, create a database which will store all records for the county manager's office that provides for searchable categories. Using the local government retention schedule provided by Georgia Archives, develop a retention plan for all the records provided within the county manager's office.

**Project Deadline:** End of Internship

**Sample Project Schedule:**

**Weeks 1-4:** Review all records currently in manager's office. Provide an inventory of each record.

**Weeks 5-6:** Using the local government retention schedule listed on the Georgia Archives website, divide all records inventoried into categories based on the schedule.

**Weeks 7-8:** Meet with county manager and IT director about the records inventoried and discuss implementation of the retention schedule. Discuss suggested schedules for the documents identified and create schedule based on meeting outcome.

**Weeks 9-10:** Create database and input approved inventory list by category. Create queries as needed.

**Weeks 11-12:** Draft directions on how to use database and retention schedule
Georgia County Internship Program (GCIP) Intern Evaluation Form

Please answer the following questions thoroughly to help the GCIP learn about the details of your internship. When completed, submit to Michele NeSmith at mnesmith@accq.org.

Name: ______________________
County: ______________________

1. Before this internship, were you familiar with county government operations?

2. What have you learned about county government from your internship?

3. What were your major internship responsibilities as you understood them? Please specify.

4. What do you believe were your most significant successes during the internship? Please specify.

5. What was the favorite part of your internship?

6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?

7. What advice would give your peers who are considering a county internship?

8. Based on your internship, would you consider a career in county government?
County Considerations for Future Internships

The Foundation hopes that your county’s experience with the Georgia County Internship Program is a success. Before applying for future GCIP grants, it may be helpful to review the following questions to ensure that your county is getting the most out of the program.

Questions about the Project(s) Assigned:

1. Was the Intern able to complete the project assigned within the time allowed? If not, why?
2. Did the intern have too much “down time”? Was enough work available for the intern?
3. Was the type of project assigned suitable for college undergraduate or graduate students? Was it too challenging or not challenging enough?
4. Is there enough project work available for a future internship?
5. What type of future projects does your office need assistance with that would be suitable for an intern?

Questions about Supervision of the Intern:

1. Did your schedule permit you to be available to assist the intern by answering questions and/or providing input on a project?
2. Were you able to provide the intern with detailed, clear instructions on how to complete a project?
3. Did the intern have other staff members who could answer questions and provide assistance?
4. Should you increase or decrease the number of interns requested for the GCIP grant period based on your availability to supervise?

Questions about Possible Future Requests for GCIP Intern Grant Support:

1. Did the previous intern have the right skill set for your office?
2. Should you change the skill or academic qualifications required for the next intern?
3. Are undergraduate or graduate students better suited for the types of projects that your office provides?
4. Did the applicants that interviewed for the previous internship meet your expectations and/or have the right type of qualifications for the position?
5. Was your previous internship posting detailed enough to generate interest?
GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This AGREEMENT is made and entered into by and between the ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC., (the "FOUNDATION"), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and ________________ County ("COUNTY"), having its principal office at ________________. In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY’S governing authority and entry on the COUNTY’S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the COUNTY Clerk’s Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The FOUNDATION is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter ("Grant Award Letter") (Exhibit A) to reimburse certain costs to the COUNTY to employ interns to complete projects as described in the county grant application ("County Grant Application") (Exhibit B) from May 1, 2022 until September 1, 2022. This Agreement provides the terms and conditions under which the COUNTY may receive reimbursement from the FOUNDATION.

II. REIMBURSEMENT TO COUNTY.

In exchange for the COUNTY hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the FOUNDATION shall provide reimbursement to the COUNTY as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement
A. **Hourly Rate.** The FOUNDATION shall reimburse the COUNTY for the cost of wages at the rate of $12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of $2,400.00 for wages per intern, per internship, unless the COUNTY has agreed to pay a percentage of the costs as described within the County Grant Application.

The COUNTY may pay the intern at a higher rate than $12.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the COUNTY. In either case, the COUNTY shall be responsible for payment for all the costs above the reimbursed hourly rate of $12.00 per hour, including workers’ compensation and FICA.

b. **Workers’ Compensation.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost to cover the intern under the COUNTY’S workers’ compensation plan in the Foundation’s sole discretion up to a maximum reimbursement rate of up to $24.00 per intern, per internship.

c. **FICA.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation’s sole discretion at a maximum reimbursement of up to $183.60 per intern, per internship.

2. **Additional Compensation for Intern.** The COUNTY may pay the intern(s) in an amount greater than $12.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the COUNTY will not be entitled to additional grant reimbursement for wages, workers’ compensation, FICA or any other employment costs for the additional wages or hours.

III. **Obligations of COUNTY:**

A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2022 to September 1, 2022, for the Foundation approved internship project as described within the attached County Grant Application.

B. **Compensation.** The COUNTY shall pay interns funded in whole or in part by this grant a minimum of $12.00 per hour for each hour suffered or permitted to be worked by the intern.

C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the COUNTY and be afforded the opportunity to learn about the operations of county government.

D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the COUNTY shall provide the following information
to the FOUNDATION: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form”) (Exhibit C); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form (“Reimbursement Form”) (Exhibit D); and (5) completed Intern Evaluation Form (Exhibit E). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 15, 2022 in order to be eligible to receive grant reimbursement.

E. Hiring of Intern. In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the COUNTY must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The COUNTY may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 27, 2022; intern consent form (“Intern Consent Form”) (Exhibit F); the intern information form (“Intern Information Form” (Exhibit G); and an intern photograph.

F. Tax Withholdings. The COUNTY is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.

G. Nondiscrimination in Employment Practices. The COUNTY agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.

H. Compliance with Applicable Provisions of Federal and State Laws and Regulations. The COUNTY agrees to comply with all applicable federal and state laws, including, but not limited to:

1. The Americans with Disabilities Act. The COUNTY agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.

2. Fair Labor Standards Act

3. Georgia Security and Immigration Compliance Act. The COUNTY agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).
I. **Duty to Notify FOUNDATION.** It shall be the duty of the COUNTY to notify the FOUNDATION if an intern quits or is terminated by the COUNTY within five (5) days of separation.

J. **Nepotism.** If the COUNTY has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the COUNTY shall refrain from hiring interns who are closely related by blood or marriage to COUNTY employees or officials who have a hiring or supervisory role over the intern. The COUNTY shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the COUNTY fails to follow these requirements, the COUNTY will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the COUNTY. Interns are further not permitted to run personal errands for COUNTY officials and staff or work on projects that are unrelated to county government. If the COUNTY fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

IV. **CONTRACT MODIFICATION**

No amendment, modification, or alteration of this AGREEMENT shall be valid or effective unless such modification is made in writing and signed by both parties.

V. **TERMINATION**

This Agreement may be terminated in the following circumstances:

A. **Due to default or for cause.** The FOUNDATION may terminate this AGREEMENT at any time if the COUNTY fails to perform any of its obligations under this AGREEMENT and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the FOUNDATION. The COUNTY shall be required to submit all required information not later than 20 days after the date of written notice of termination. The COUNTY shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.

B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the COUNTY’S employment prior to the expiration of their internship period, this AGREEMENT shall terminate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years
of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2022.

D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. **Access to Records, Records Retention, and Investigation**

A. The FOUNDATION shall have access to any pertinent books, documents, papers, and records of the COUNTY for the purpose of making audit examinations, excerpts, and transcripts. The COUNTY shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. The COUNTY agrees that the FOUNDATION has the authority to investigate any allegation of misconduct made by the COUNTY pertaining to this Agreement. The COUNTY agrees to cooperate fully in such investigations by providing the FOUNDATION reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. **Hold Harmless**

To the extent permitted by law, the COUNTY agrees to hold harmless the FOUNDATION, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the COUNTY, its agents or employees under any provision of this contract.

VIII. **Program Publicity and COUNTY Participation**

A. The COUNTY agrees to allow preplanned site visits from the FOUNDATION for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The COUNTY further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and FOUNDATION, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.
B. The COUNTY further agrees that any promotional information by the COUNTY regarding the Georgia County Internship Program must be preapproved by the FOUNDATION.

C. The COUNTY additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the COUNTY must be reviewed and approved by the FOUNDATION.

XI. Miscellaneous Provisions

A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the FOUNDATION, or the Association County Commissioners of Georgia.

B. Neither the FOUNDATION nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the COUNTY.

C. Neither party to this AGREEMENT shall have the authority to bind the other party.

This AGREEMENT is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

- Exhibit A  Grant Award Letter
- Exhibit B  County Grant Application
- Exhibit C  E-Verify Usage and Acknowledgement Form
- Exhibit D  Reimbursement Form
- Exhibit E  Intern Evaluation Form
- Exhibit F  Intern Consent Form
- Exhibit G  Intern Information Form
COUNTY: 

ASSOCIATION COUNTY COMMISSIONERS OF
GEORGIA CIVIC AFFAIRS FOUNDATION, INC:

Signature 

Signature 

Printed Name 

Dave Wills 

Printed Name 

Secretary-Treasurer 

Title: 

Title: 

This ___ day of ______, 2022 

This ___ day of ______, 2022 

COUNTY CLERK CERTIFICATION:
The undersigned Clerk of the governing authority of __________ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the __________ County Governing Authority in a meeting that was properly advertised and open to the public on __________, 2022, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

Clerk
February 4, 2022

Ms. Sharon Simmons  
601 North Laurel Street  
Springfield, GA 31329

Dear Ms. Simmons:

I am pleased to inform you that Effingham County has been awarded a Georgia County Internship Program (GCIP) grant from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2022 summer program in the amount of $2607.60 for the Roads Condition Assessment intern project to cover one internship. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at mnesmith@accg.org or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2022 grant program.

Sincerely,

[Signature]

Dave Wills  
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chairman Wesley Corbitt  
Timothy Callanan  
Stephanie Johnson
Georgia County Internship Program Grant Application
Summer 2022

Applicants should read the entire GCIP Application Packet prior to completing this form.

This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III requires a detailed description of the internship project being proposed, the need it addresses, and the expected benefits to the county. More information on how to complete the application can be found in the GCIP Application Process and Guidelines document.

The application deadline for the 2021 GCIP grant program is Friday, December 17, 2021.

Applications should be sent to Michele NeSmith at the Foundation via email to mnesmith@accg.org or by mail to:

ACCG Civic Affairs Foundation
191 Peachtree Street NE, Suite 700
Atlanta, GA 30303

Please note that factors that influence consideration include but are not limited to the type of project submitted, the overall impact and benefit to the county of the project(s) proposed, the ability to partially fund the internship position(s), collaboration with other counties, regional commissions, colleges/universities, and/or non-profits, and the number of interns requested.

Reminder: Interns should be currently enrolled in college as undergraduate or graduate students or have recently graduated from college within one year of the grant period. High school students 16 years of age or older who are dually enrolled in a college or university are also eligible. General high school students who have not yet begun college are not eligible. Interns cannot work more than 200 total hours during the grant period. The county and the intern can decide how many hours the intern works per week and the total number of weeks worked. It is recommended that the minimum hours worked per week be no less than 15 hours.

ACCG Civic Affairs Foundation / 191 Peachtree Street, NE, Suite 700 / Atlanta, Georgia 30303 ph.(404)522-5022
Section I: Grant Category
Select (X) the grant category for this application.

General GCIP Grant      X
Kundell Environmental Grant
Garner Health and Human Services Grant

Section II: General Grant Information

County Name: Effingham
County E-Verify Number: 185295
Number of Interns Requested: 1

Are you submitting an application that includes a partner? □ Yes  □ No
List partners:
Is your partner a nonprofit, college, or university? □ Yes  □ No
List contribution level □ $500 (25%)  □ Other
(Partners can include other counties, regional commissions, colleges/universities, and/or non-profit organizations. Partnerships with colleges/universities, and/or non-profit organizations must include at least a 25% funding contribution from those entities.)

Name of Grant Coordinator or other Primary Contact:
Sharon Simmons
County: Effingham
Department: Finance
Position: Grants Coordinator
Address: 601 North Laurel Street, Springfield, Georgia 31329
Email: ssimmons@effinghamcounty.org  Phone: 912-754-8033

Is the county providing partial funding of the amount needed to fund the internship? (Total cost of the internship is $2400 plus FICA and WC supplement) □ Yes  □ No
What amount? $:

OR
Is the county providing additional funding? (on top of the grant amount)  □ Yes  □ No
<table>
<thead>
<tr>
<th>What amount?</th>
<th>Will pay student $15 an hour</th>
<th>$: 650.88</th>
</tr>
</thead>
<tbody>
<tr>
<td>Who will be the supervisor for the intern?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Same as grant coordinator or other primary county contact</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✓ Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Eric Larson</td>
<td></td>
</tr>
<tr>
<td>Department:</td>
<td>County Administration</td>
<td></td>
</tr>
<tr>
<td>Position:</td>
<td>Assistant County Manager</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>601 N. Laurel St</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:elarson@effinghamcounty.org">elarson@effinghamcounty.org</a></td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>912-663-8929</td>
<td></td>
</tr>
<tr>
<td>Has this individual previously supervised interns?</td>
<td>✓ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Is adequate space available to support an intern?</td>
<td>✓ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?</td>
<td>✓ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Will outside technical assistance be required for the intern to complete the project?</td>
<td>□ Yes</td>
<td>✓ No</td>
</tr>
<tr>
<td>If Yes, who will provide it:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has your county previously had an intern?</td>
<td>✓ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Has your county ever had an intern in this field?</td>
<td>□ Yes</td>
<td>✓ No</td>
</tr>
<tr>
<td>Has your county previously received a Georgia County Internship Program (GCIP) grant for interns?</td>
<td>✓ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Is there a college or university located in your county?</td>
<td>✓ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Is there a technical college located in your county?</td>
<td>✓ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>What special skills should the intern have to be able to complete the project, such as knowledge of certain types of software, experience using certain types of equipment, etc.? (Note this is for a student so years of work in a certain field should not be included.)</td>
<td>Math, Science, Engineering, Construction</td>
<td></td>
</tr>
<tr>
<td>Will any special training be provided to the intern?</td>
<td>✓ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>If Yes, please describe:</td>
<td>Mr. Larson will provide any additional software training that may be applicable.</td>
<td></td>
</tr>
</tbody>
</table>
Section III: Project Description and Intern Position Title

Project Information

Internship position title: Roads Condition Assessment Intern

In the gray space below, please FULLY describe the internship position being proposed, the need it addresses, the benefits to the county, and the necessary intern qualifications. The space will expand when you start to type. Include no more than 1-2 additional pages to describe the internship. More information can be found in the GCIP Application Process and Guidelines document.

Effingham County is a rural geographical area, situated between the Ogeechee and Savannah Rivers, just north of Georgia’s first City, Savannah. Effingham County Board of Commissioners (ECBOC) has 645 miles of roads where we are responsible for the maintenance and the rehabilitation. One of the major elements of a road management system is a prioritized list of every road section that requires repairs, and the costs of those repairs. Such a list will enable ECBOC staff to make budget decisions based on sound practical and management principles, and to prepare plans for accomplishment of the needed repairs.

Each year the County receives allocated Local Maintenance Improvement Grants (LMIG) funds to pave roads. The LMIG funding is historically insufficient to address all the ECBOC worsened road needs. To be more efficient with the monies, prioritization of road conditions is needed to address the worst roads, making the best use of funds.

Overview of the project
An intern is needed to be at the forefront of our Roads Condition Assessment Project. The main objective for this internship position will be to develop a condition assessment for each road throughout the county. Utilizing visual guides developed by the pavement industry, the intern will drive around to assigned areas and note condition magnitude and severity for several criteria, including cracking, potholes, patching, raveling, and dips. Using a simple scale, factors will be weighed to create a composite score for each road. The intern will take this data and apply it to the roads to develop a prioritized list of roads for the annual LMIG funding. Based on these condition assessments, county staff can recommend a rehabilitation treatment for the road and develop a cost per mile for each type of repair.
The purpose of this internship is to provide the County a detailed inventory of the County road system, documented conditions of each road from our GIS mapping system, maintenance or repair method recommendations appropriate to each road, and a prioritized maintenance and repair requirements.

The successful candidate will use an assigned county vehicle to conduct the assessments and will be required to have a valid driver's license. Necessary Intern qualifications are as follows:

- Excellent STEM related skills
- Knowledge of computer, various software applications and standard office equipment
- Must be able to collect, evaluate and interpret data
- An interest in construction management

This position will be supervised by the County Engineer.

**Description of Need**

The county is facing a new risk due to increase in residential and commercial growth. There are numerous new warehoused in our area and to avoid heavier traffic roadways, 18 wheel vehicles are traveling on two-way streets through residential areas. The roads are deteriorating more rapidly than the county can maintain and reconstruct them. Today, it is more important than ever to set priorities and give the worst roads the top main concern. With guidance from the County Engineer, determining factors for prioritization will be set such as repair strategy, traffic, importance, road conditions, road roughness, and, etc. Unfortunately, we are unable to add this project's scope of work to anyone's regular job duties, so this internship is much needed.

**Overall Benefits To The County and Community**

This Roads Condition Assessment Project will positively impact and be applicable to the County as a whole by providing additional life to road surfaces. The collected data from this project will be used to generate a prioritized list of maintenance and repair recommendations as well as a comprehensive long-term work and budget plan.

This project will also enable the student to obtain job experience and the opportunity to engage in public service. Because of the needed qualifications, we will provide additional funding so that we can offer the successful candidate $15 an hour.
For questions, email mnnesmith@accc.org or call (404) 992-8737

The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit www.civicaffairs.org.
Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted along with a copy of the offer letter to complete the proof of hire grant requirement. The county should not submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver’s license, passport, or social security card to satisfy this requirement.

I, ____________________________, acknowledge that _________________ County used the E-Verify program to verify the employment eligibility of ____________________________, GCIP summer intern, on the _____ day of ___________ 2022.

________________________________________
County Position

________________________________________
Signature _____________________________ Date

________________________________________
E-Verify Number

________________________________________
Date of E-Verify Authorization
Georgia County Internship Program (GCIP) Grant Reimbursement Request Form

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

County Requesting Reimbursement: __________________________

Requested By: __________________________________________

Intern Information

Name: ________________________________________________

Department Hired: _____________________________________

Number of Hours Worked: ______________________________

Cost of Wages: __________________________
Cost of FICA: __________________________
Cost of Worker’s Compensation: _________________
Total Amount of Reimbursement Requested: ______________

For illustrative purposes, the County may request up to the maximum reimbursement amount of $2607.60 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of $12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of $2,400.00 for wages per intern, per internship, unless the COUNTY has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker’s Compensation may be requested at a rate of $1 per $100 salary for a maximum reimbursement of $24.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of $183.60.

All interns are required to be covered under the County’s Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than $12 per hour shall be paid by the county as well as the cost of FICA and Worker’s Compensation associated with wages above that rate.
I,________________________, swear and attest that the information provided in this request is accurate to the best of my knowledge. I further understand that I am required to submit proof of payment by submitting pay stubs and any additional documentation that confirms the funds were properly administered by October 15, 2022.

________________________  _______________________
Signature                                 Date
Georgia County Internship Program (GCIP) Intern Evaluation Form

Please answer the following questions thoroughly to help the GCIP learn about the details of your internship. When completed, submit to Michele NeSmith at mnesmith@accg.org.

Name: ______________________
County: _____________________

1. Before this internship, were you familiar with county government operations?

2. What have you learned about county government from your internship?

3. What were your major internship responsibilities as you understood them? Please specify.

4. What do you believe were your most significant successes during the internship? Please specify.

5. What was the favorite part of your internship?

6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?

7. What advice would you give your peers who are considering a county internship?

8. Based on your internship, would you consider a career in county government?
Georgia County Internship Program (GCIP)

INTERN CONSENT FORM

I, ____________________________, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and ______________ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, quotations, internship evaluation, interviews and any other pertinent information related to my internship in the Georgia County Internship Program for reporting, promotional, and data collection and analysis purposes, which may include, but is not limited to social networking sites, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

________________________________________
Signature of Intern

________________________________________
Date
<table>
<thead>
<tr>
<th>COUNTY INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Supervisor:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>County:</td>
</tr>
<tr>
<td>Department:</td>
</tr>
<tr>
<td>Street Address:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>State:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>Email Address:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>INTERNSHIP POSITION INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Name of Intern (Hired):</td>
</tr>
<tr>
<td>Street Address:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>State:</td>
</tr>
<tr>
<td>Phone Number:</td>
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<tr>
<td>Personal Email address:</td>
</tr>
<tr>
<td>College/University Student Attends:</td>
</tr>
<tr>
<td>Program or Major:</td>
</tr>
<tr>
<td>Post Graduation Plans:</td>
</tr>
<tr>
<td>Intern Position Title:</td>
</tr>
<tr>
<td>Department:</td>
</tr>
<tr>
<td>Start Date:</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>SIGNATURES</th>
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</thead>
<tbody>
<tr>
<td>Signature of County Supervisor:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>Signature of Hired Intern:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

*This form must be completed in full for each intern the county has hired who is being paid through Georgia County Internship Program grant funds. No funding will be granted without this form.*
Staff Report

Subject: Planning Board Appointment
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: March 1, 2022

Item Description: Consideration to approve to reappoint William Carter as a member of the Department of Family and Children Services board.

Summary Recommendation:
Staff recommends approval of reappointing William Carter to the Department of Family and Children Services (DFCS) Board as requested in a letter submitted by Dedra Simich, Effingham County DFCS Director (see attached).

Executive Summary:
The Department of Family & Children Services is comprised of a five (5) member Board which consists of a representative from each of the Commissioner districts. The term for each appointment is five years.

Background:
1. Mr. William Carter serves on the Department of Family and Children Services Board as representative for the Second District.
2. Carter’s appointment was approved by the Board of Commissioners on November 6, 2014 to fulfill a vacated seat.
3. Carter was reappointed to serve a full 4-year term on March 3, 2015 and continues to serve to date.
4. Mr. Carter’s term officially expired June 30, 2020, however, do to the constraints of the COVID-19 pandemic no changes were made by the DFCS board. This appointment will expire June 30, 2025

Alternatives for Commission to Consider:
1. To approve to reappoint William Carter to the Department of Family and Children Services (DFCS) Board as representative for the Second District.

2. To not approve the appointment.

Recommended Alternative:
Staff recommends Alternative number 1

Other Alternatives: N/A

Department Review: County Clerk’s Office

Funding Source: N/A

Attachments: DFCS Request for Reappointment Letter
February 11, 2022

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

ATTN: Mr. Wesley Corbitt, Chairman

Dear Mr. Corbitt:

This letter is to advise you that that term of Mr. William Carter, member of the Effingham County Board of the Department of Family and Children Services, expired on June 30, 2020. The law requires that the County Commission appoint a successor within 90 days after the vacancy occurs.

Mr. Carter has been an active board member and has attended local, regional and state meetings representing our Department and the citizens of Effingham County.

As the position became vacant on July 1, 2020, it is our desire that your appointment be received and approved. The person appointed will serve a term extending through June 30, 2025. Please send notification of the appointment to our office.

Thank you for the continued support your office has given to our programs. Please contact me if further assistance is needed.

Sincerely,

Dedra A. Simich, MS, LMSW
County Director Effingham County DFCS

Cc: Candice L. Broce, Division Director
    Sheila Dease-Dinkins, Regional 12 Manager
Staff Report

Subject: Planning Board Appointment
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: March 1, 2022

Item Description: Consideration to approve to appoint Ryan Thompson to the Planning Board to fulfill the term of office for the 1st District seat

Summary Recommendation:
Mr. Michael Larson was approved to be appointed to represent the First District on the Planning Board. Mr. Larson will be relocating and therefore will no longer be available to serve. Commissioner Floyd has selected Ryan Thompson for consideration of appointment.

Thompson is a first district resident and is an active servant to the Effingham County community. Thompson is the immediate past president of the Effingham County Chamber of Commerce.

Executive Summary:
The function of the Planning Board is to vet petitions related to zoning matters and developments and make a recommendation to the Board of Commissioners. There are five seats which run conterminously with the commissioner districts for which they are assigned.

Background:
1. Mr. Michael Larson was appointed to the Planning Board by recommendation of Commissioner Floyd on December 1, 2020.
2. Larson began serving effective January 2021.
3. Staff has received confirmation from the cities of Springfield and Rincon stating their council has approved reappointment of Mr. Jones.
4. The term for this seat is set to expire January 2025.

Alternatives for Commission to Consider:
1. To approve to appoint Ryan Thompson to the Planning Board to represent to the 1st District.
2. To not approve the appointment.

Recommended Alternative:
Staff recommends Alternative number 1

Other Alternatives: N/A

Department Review: County Clerk’s Office

Funding Source: N/A

Attachments: Member Profile Application
AUTHORITY/BOARD/COMMITTEE: Planning

NOMINEE: Ryan P Thompson

ADDRESS: 307 Old Rail Road
Bloomingdale, GA
31302

HOME PHONE: 912-547-5724  BUSINESS PHONE: 912-721-4135

COUNTY VOTING DISTRICT/MUNICIPALITY: District 1

EMPLOYMENT/BUSINESS HISTORY

COMPANY NAME: Thomas & Hutton  YEARS: 20

POSITION: Landscape Architecture Department Manager

ADDRESS: 50 Park of Commerce Way, Savannah, GA 31405

RESPONSIBILITIES:
Managing planning and landscape architecture for all of our 13 offices.

COMPANY NAME:  YEARS: 

POSITION:  

ADDRESS:  

RESPONSIBILITIES:  
CIVIC/VOLUNTEER INVOLVEMENTS:

ORGANIZATION: Effingham County Chamber of Commerce  YEARS OF ASSOCIATION: 5
POSITION OF LEADERSHIP: Board member since 2017 - Current chairman

ORGANIZATION:  YEARS OF ASSOCIATION: ___
POSITION OF LEADERSHIP: ________________________________

ORGANIZATION:  YEARS OF ASSOCIATION: ___
POSITION OF LEADERSHIP: ________________________________

EDUCATION HISTORY:
HIGH SCHOOL: Cedartown, GA - High School - 1996

TRADE/VOCATIONAL:

COLLEGE: University of Georgia - Bachelor’s of Landscape Architecture

GRADUATE/POST-GRADUATE: ________________________________

PROFESSIONAL AFFILIATIONS/CERTIFICATIONS: American Society of Landscape Architecture
Urban Land Institute, Leadership Effingham Graduate and Leadership South East Georgia Graduate
# County Engineer’s Capital Project and Noteworthy projects report

**Thursday, February 10, 2022**

<table>
<thead>
<tr>
<th>Project #</th>
<th>Project Name</th>
<th>Project Description</th>
<th>Project Status</th>
<th>Next Step(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Effingham Parkway</td>
<td>New route from Hwy 30 in Chatham County to Blue Jay Road (n.e.)</td>
<td>Pre-Construction Conference was held October 27, 2021. Balfour Beauty is clearing. See GDOT update.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>LMIG 2020 Resurfacing</td>
<td>Annual various county road resurfacing project.</td>
<td>All work complete.</td>
<td>Close out paperwork.</td>
</tr>
<tr>
<td>5</td>
<td>LMIG 2021 SAP</td>
<td>Safety improvements on various county roads.</td>
<td>All work complete.</td>
<td>Close out paperwork.</td>
</tr>
<tr>
<td>6</td>
<td>Blue Jay Road &amp; McCall Road realignment</td>
<td>Realignment Blue Jay Road to tie into McCall Road as a curve. Construction underway. Traffic switch over 12/20/21.</td>
<td>Close out; Substantial Completion occurred in December 2021.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>McCall Road @ Blandford Rd. Intersection</td>
<td>Addition of turn lanes on McCall Road at Blandford Road. (Add on to BJ Rd. &amp; McCall Rd. realignment project.) Construction underway.</td>
<td>Close out; Substantial Completion occurred in December 2021.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>TSPLOST Ash Road FOR</td>
<td>Full Depth reclamation of various ash roads. Engineering field work complete; design and bid specs in progress</td>
<td>Bidding for construction mid-February 2022.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Transportation Master Plan</td>
<td>Study major state and county routes throughout the County for long-range planning of CIP needs. BOC-Agenda Dec. 7, 2021. Close out paperwork &amp; electronic deliverables rec’d.</td>
<td>COMPLETE.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>TSPLOST intersection improvements</td>
<td>Various county road intersection improvements. Design Underway. Kolic Helmy Road turn lanes at Elementary school to be fast-tracked. Potential Development Agreement for Kolic Helmy Road and Hwy 30 intersection being negotiated. Design completed and bid for Kolic-Helmey @ school. Other design forthcoming.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>TSPLOST - Hodgenville Road Resurfacing</td>
<td>Resurfacing. On hold pending completion of various intersection improvements.</td>
<td>IFB for Construction.</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>TSPLOST - Courthouse Rd. realignment</td>
<td>Realignment of Courthouse Road and McCall Road intersection. IFQ for engineering design services in process. Bid and Award Design services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>TSPLOST - Goshen Road widening</td>
<td>Major widening.</td>
<td>Transportation Master Plan concurs with TSPLOST scope. IFQ for engineering design services.</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>TSPLOST - Misc. Drainage Improvements</td>
<td>Misc. drainage improvements to improve county roads.</td>
<td>Not started. This project complements other road projects as needed.</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>EMS-HQ expansion</td>
<td>Expansion of EMS HQ</td>
<td>Design underway. Site design and Architectural drawings. Concept only.</td>
<td>Complete design; prepare bid package.</td>
</tr>
</tbody>
</table>

**LEGEND**

- Complete, or nearing Completion
- Under Construction
- In Design and/or Bidding Process
- Not yet started; future project
## County Engineer’s Capital Project and Noteworthy projects report

**Thursday, February 10, 2022**

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<tbody>
<tr>
<td>19</td>
<td>Sheriff’s Maint. Shed</td>
<td>New storage for Sheriff’s office use.</td>
<td>Design underway. Site design and Architectural drawings concept only.</td>
<td>Complete design; prepare bid package.</td>
</tr>
<tr>
<td>21</td>
<td>Effingham Fire Station (Ladensn Ziegler Road / Hwy 30)</td>
<td>Expansion of existing fire station.</td>
<td>Not started. Concept Architectural alternatives only.</td>
<td>Authorize Architect to design with preferred alternate.</td>
</tr>
<tr>
<td>22</td>
<td>Facilities Master Plan</td>
<td>Study most County owned facilities throughout the County for long range planning of CIP needs.</td>
<td>Staff reviewed draft and returned for corrections and additions.</td>
<td>BOC review of final draft.</td>
</tr>
<tr>
<td>25</td>
<td>Atlas Mtn Soil Remediation</td>
<td>Remove contaminated soil and restore site for future use(s)</td>
<td>Engineering design consultant preparing construction plans. Alternative soil re-use option being added to RFP. Applying for USEPA Brownfield Grant. Pursuing other grant opportunities.</td>
<td>Pending grant results; bid and/or award construction contract.</td>
</tr>
<tr>
<td>26</td>
<td>Water Loop A</td>
<td>Installation of 16” water line from Blandford Elementary School to Blandford Crossing Subdivision on Hwy 17 Road. (HGB designer)</td>
<td>Complete.</td>
<td>Close out paperwork.</td>
</tr>
<tr>
<td>27</td>
<td>Water Booster Station</td>
<td>New waterline booster pump station for City of Savannah supply on Hodgenville Road</td>
<td>Construction underway. Pump skid in production.</td>
<td>Completion date TBD.</td>
</tr>
<tr>
<td>29</td>
<td>Hodgenville LS #4 Sanitary Sewer Force Main</td>
<td>Installation of a new 18” PVC force main from Hodgenville Road lift station #4 to the Effingham WWTP. (HGB designer)</td>
<td>Design at 70% complete. Permitting in progress.</td>
<td>Easement Acquisition; RFI for Construction.</td>
</tr>
<tr>
<td>30</td>
<td>Water Loop B</td>
<td>Installation of 16” water line from Emerald Crossing Subdivision to Marlow Elementary on Highway 27</td>
<td>Design complete. Permits in place. Preparing bid package. Adding re-use line back into project for the Blue Jay Road portion.</td>
<td>Bidding for construction.</td>
</tr>
<tr>
<td>31</td>
<td>WWTP SCADA</td>
<td>Upgrade the WWTP supervisory control and data acquisition system</td>
<td>Set up of software and computer hardware complete.</td>
<td>Complete setup. Employee training on new systems; Implementation of recommended replacement in future years</td>
</tr>
<tr>
<td>32</td>
<td>Additional WWTP Spray field</td>
<td>Installation of additional spray fields or irrigation to meet new permit limits</td>
<td>Water Load Allocation letter received from GA-EPD. Antidegradation analysis w/ additional testing in progress.</td>
<td>Concept design.</td>
</tr>
<tr>
<td>33</td>
<td>Direct WWTP Effluent Discharge to Little creek River</td>
<td>Create a surface water discharge for the WWTP to lessen need for Land Application of effluent water.</td>
<td>WRP evaluation WSA request is pending additional D.O. testing. County is conducting a Tide study to assist GA-EPD with D.O. study.</td>
<td>Antidegradation analysis w/ additional testing, then concept design.</td>
</tr>
<tr>
<td>Project #</td>
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</tr>
<tr>
<td>34</td>
<td>Water and Sewer Master Plan</td>
<td>Water, Sewer, and Re-use Master Plan will be created to identify short term and long term capacity needs and system improvement projects. Data collection, interviews with stakeholders complete. Model and mapping in progress.</td>
<td>Draft report.</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Sewer Force Main along Hwy 17 from Marlow to Blue Jay</td>
<td>New sewer force main along Hwy 17 from Marlow Elementary School through the roundabout at Blue Jay Road. Concept only. Need based on development trends. Applying for State Fiscal Recovery Fund grant.</td>
<td>Wait on Water and Sewer Master Plan to define need.</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Upgrade Existing Sewer Force Main on Blue Jay &amp; Extends to Hwy 17</td>
<td>Replace existing sewer force main along Blue Jay Road from Hodgenville to Greeny Subdivision and the roundabout at Highway 17. Concept only. Need based on development trends. Applying for State Fiscal Recovery Fund grant.</td>
<td>Wait on Water and Sewer Master Plan to define need.</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Stormwater Master Plan</td>
<td>Storm master Master Plan will be created to identify short term and long term storm drainage improvement projects and MS4 program needs.</td>
<td>Prepare a RFQ and scope of work for an engineering consultant.</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Staffordshire Drainage Coop.</td>
<td>Resolve localized flooding in subdivision. County staff and the developer cooperating on a drainage solution for the neighborhood and the immediate vicinity. Developer's engineer preparing design.</td>
<td>Agreement of the solution and any off-site improvement needs.</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Patrick Point terminus completion</td>
<td>Complete construction of a road stub into former future phase of subdivision.</td>
<td>Design complete. Permitting complete. Bidding in progress.</td>
<td>Award Bid and begin Construction.</td>
</tr>
<tr>
<td>42</td>
<td>Clarence Morgan Ballfield Complex Ticketing Booths</td>
<td>Construct 8’x10’ booths on existing foundations. Proposals for design rejected due cost. Seeking opinion of cost.</td>
<td>Contract for design; solicit bids. Potential to put project on hold pending Parks master plan.</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Animal Shelter Cat Patio</td>
<td>Add screened outdoor patio for cat room.</td>
<td>Bids received. Rejected due to cost. Seeking local quotes. Award for construction.</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Veteran’s Memorial Park Restrooms</td>
<td>Construct restrooms for the park. Grant application for Planter’s grant submitted. If grant awarded, hire a consultant; bid; construct.</td>
<td>Construct.</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Water Meter Change out</td>
<td>Replace approx. 1500 meters to Master Meter. Meters ordered. Installed in progress.</td>
<td>Complete orders and install.</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Solid Waste Management Plan update</td>
<td>Update the 2007 plan to project future solid waste disposal needs for the County. Final report presented to the BOC Oct 5, 2021. Public meeting and BOC vote - Date TBD.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>Re-Use extension - Blue Jay Commons</td>
<td>Cost share in up-sizing of the reuse line to serve this new development and future expansion. Agreement approved. Under Const.</td>
<td>Reimburse via Service Recovery fee credits.</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Plans scanning and GIS integration</td>
<td>Scan archived drawings, plans, plans from past and current projects; digitize information from scanned documents to build GIS maps. Spatial Engineering hired to scan documents. In progress. Completion in April 2022.</td>
<td>Additional work orders to digitize water, sewer, storm, other utilities, easements, roads, and other features to build GIS layers for mapping.</td>
<td></td>
</tr>
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</tr>
<tr>
<td>50</td>
<td>Development Services Codes revision and updates</td>
<td>Review existing codes, regulations, policies, procedures within the Zoning Ordinance, Subdivision regulations, Engineering Specifications, Stormwater Management codes, building code, and others to update, review, delete, etc. to improve the quality of development in the County.</td>
<td>Contract awarded to SM&amp;E. Kick off meeting held. Stakeholder meeting December 1, 2021. Public workshops held Feb. 8, 2022.</td>
<td>Draft plans, additional stakeholder and public meetings. Complete winter 2022.</td>
</tr>
<tr>
<td>51</td>
<td>Development bonds review</td>
<td>Research status on older development projects and associated bonds and determine which bonds can be released.</td>
<td>List updates ongoing; inspections made as needed.</td>
<td>Proactively manage the list going forward to prevent legacy projects.</td>
</tr>
<tr>
<td>52</td>
<td>SPOUST 2021 facility projects</td>
<td>Numerous facility and county property projects, subject to vote approved SPOUST referendum in fall 2021.</td>
<td>Referendum passed.</td>
<td>Develop budget and schedule for projects. See other projects.</td>
</tr>
<tr>
<td>54</td>
<td>Fuel management</td>
<td>Update and improvement to fuel cards and purchasing of fuel.</td>
<td>Staff researching options.</td>
<td>RFP for system.</td>
</tr>
<tr>
<td>55</td>
<td>Gas canopy and fuel pump upgrades</td>
<td>Replace canopy and pumps.</td>
<td>Pending decision on Fuel Management Program.</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>Baker Park Tennis Court Surfacing</td>
<td>Replace playing surface.</td>
<td>Seeking grant funding.</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>Baker Park Trail repairs</td>
<td>Repair hazards</td>
<td>Urgent spot repair construction complete. Full replacement listed in SPOUST 2021 project list.</td>
<td>RFP for design; IFB for construction.</td>
</tr>
<tr>
<td>58</td>
<td>Meldrim Maintenance Agreement with Community Group</td>
<td>Renew agreement with community group for routine maintenance of the park.</td>
<td>Staff working with a subject matter expert on a concept layout. Survey work pending.</td>
<td>Staff draft Agreement.</td>
</tr>
<tr>
<td>59</td>
<td>Sand Hill Park Disc golf course</td>
<td>Add disc golf to park.</td>
<td>Staff working with a subject matter expert on a concept layout.</td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>County Jail HVAC automation</td>
<td>Upgrade HVAC system to balance air flow and control temperature through automation.</td>
<td>Not started.</td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>EMA Facility Generator needs, grant applications</td>
<td>Add generators to County critical facilities. EMA and facility staff defined projects and submitted grant applications.</td>
<td>If grant awarded, hire a consultant; design; bid; construct.</td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>Broadband Grant</td>
<td>Partner with Planters Coop to extend Broadband services.</td>
<td>State Fiscal Recovery Grant application submitted.</td>
<td>Wait for grant award.</td>
</tr>
<tr>
<td>Project #</td>
<td>Project Name</td>
<td>Project Description</td>
<td>Project Status</td>
<td>Next Step(s)</td>
</tr>
<tr>
<td>----------</td>
<td>--------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>64</td>
<td>Old River Road Widening</td>
<td>Partner with Chatham County to widen from SR 204 to US 80.</td>
<td>Chatham Co. awarded Core MPO Z230 funds for design and ROW acquisition within Chatham Co. area. IGA for Effingham County cost share in progress. Effingham and Chatham intend to also do an IGA to partner on a EDA grant for the Effingham County portion. Potentially incorporate TSPLOST ORR / Hwy 80 project into this project and use TSPLOST funding for grant match. PROJECT CANCELED.</td>
<td>Apply for grants and revisit partnerships with Chatham County and Core MPO.</td>
</tr>
<tr>
<td>65</td>
<td>Westwood Heights Drainage Improvements</td>
<td>Repair ditches and culverts to improve drainage throughout subdivision.</td>
<td>Pending award for design services.</td>
<td>Award design, elgin survey work</td>
</tr>
<tr>
<td>66</td>
<td>Water and Sewer Extension on Old Augusta Road</td>
<td>Extend services to within 1000' of Abercorn Road</td>
<td>Design bid and put on hold pending a DA with a developer to cost share the project.</td>
<td>Sign DA and reimburse developer for design and construction.</td>
</tr>
<tr>
<td>67</td>
<td>CEM Gym Expansion</td>
<td>Add wing for Rec. office, EMA-HQ, and multi-purpose room</td>
<td>Not started.</td>
<td>RFQ for engineering design services.</td>
</tr>
<tr>
<td>67</td>
<td>Central School restoration</td>
<td>Total restoration and split for use as office, warehouse.</td>
<td>Not started.</td>
<td>RFQ for engineering design services.</td>
</tr>
<tr>
<td>68</td>
<td>902 S. Pine St remodel</td>
<td>Remove black mold and remodel for future use.</td>
<td>Not started.</td>
<td>RFQ for engineering design services.</td>
</tr>
<tr>
<td>69</td>
<td>904 S. Pine St remodel</td>
<td>Remodel for future use.</td>
<td>RFQ for engineering design services in progress.</td>
<td>Old award and design</td>
</tr>
<tr>
<td>70</td>
<td>900 Block S. Pine Parking Lot</td>
<td>Build parking behind buildings</td>
<td>Not started.</td>
<td>RFQ for engineering design services.</td>
</tr>
<tr>
<td>71</td>
<td>Hwy 119 Annex Remodel</td>
<td>Remodel space in phases.</td>
<td>Not started.</td>
<td>RFQ for engineering design services.</td>
</tr>
<tr>
<td>73</td>
<td>LMG 2022</td>
<td>Annual resurfacing contract</td>
<td>Project recommendations complete. LMG 2022 grant awarded.</td>
<td>Prepare bid package</td>
</tr>
<tr>
<td>74</td>
<td>LMG 2023</td>
<td>Annual resurfacing contract</td>
<td>Submitted mileage to GDOT for future allocations of LMG funds. Approval pending.</td>
<td>Prepare LMG 2023 grant application in fall 2022.</td>
</tr>
<tr>
<td>Project #</td>
<td>Project Name</td>
<td>Project Description</td>
<td>Project Status</td>
<td>Next Step(s)</td>
</tr>
<tr>
<td>----------</td>
<td>-------------------------------------</td>
<td>-------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td></td>
<td><strong>Transportation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Effingham Parkway</td>
<td>New route from Hwy 30 in Chatham County to Blue Jay Road tie-in.</td>
<td>Pre-Construction Conference was held October 27, 2021.</td>
<td>Begin construction.</td>
</tr>
<tr>
<td>2</td>
<td>Dixie Dr. (LMIG 2020 Resurfacing)</td>
<td>Annual various county road resurfacing project.</td>
<td>All work complete.</td>
<td>Close out paperwork.</td>
</tr>
<tr>
<td>Project Manager Action Item(s)</td>
<td>Estimated Design Cost</td>
<td>Cost To Date</td>
<td>Estimated Cost Remaining</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------------------</td>
<td>-----------------------</td>
<td>--------------</td>
<td>-------------------------</td>
<td></td>
</tr>
<tr>
<td>Nothing. Get periodic update (frequency TBD) from Brandon Boggs with Balfour Beatty. Atlas Consulting=Design</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EOM working on final invoicing from McClendon. Need copies of checks for proof of payment. Then EOM (Kristen Actziger and Liberto Chacon) submits to GDOT.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Available Fund Balance</td>
<td>Additional Funds Needed</td>
<td>Design Completion</td>
<td>Available Funds</td>
<td>Estimated Construction Cost</td>
</tr>
<tr>
<td>------------------------</td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>Estimated Construction Completion</td>
<td>County</td>
<td>EOM</td>
<td>Consultant</td>
<td>Regulatory Agency</td>
</tr>
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<td>----------------------------------</td>
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Capital Project Update
Board of Commissioner’s Meeting
February 15, 2022
Ga DOT Update

### Preconstruction Status January 22

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<th>Project Manager Name</th>
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<th>Design Consultant Name</th>
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<td>2025</td>
<td>2026</td>
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<td>GDOT</td>
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<td>$</td>
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  ➢ paid out – Closing project
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- Zeigler Road – Done*

*Corrective work planned.
### LMIG PROJECT REPORT
Effingham County, GA

#### 2022 LMIG Expenditures:

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<td>Brogdon Rd.</td>
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<td>3.3</td>
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**TOTAL PROJECT COST**

$1,347,792.00
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• McCall Road & Blue Jay Road realignment – Substantially Complete
• Blandford Rd. Intersection – Substantially Complete
• Ash Road Full Depth Reclamation ** - coring complete; In design - lab mix designs, bid package to be released in February 2022.
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• Hodgeville Road resurfacing & Goshen Road widening – Not started; Pending other improvements first
• Courthouse Road realignment – RFP in Process
• Misc. Drainage improvements – as needed; more to follow
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- Substantially complete
- Final striping in progress
- Punch List items underway
Ash Road Full Depth Reclamation (FDR)

- Courthouse Road between SR17 and Midland
- Archer Road
- Floyd Avenue
- Clark Road
- Old Dixie Highway South
- Corinth Church Road
- Old Augusta Road (North - Clyo-Kildare Road to End)
- Whitaker Road
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- Scuffletown Road (Added Road)
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- Review / Certify FDRE Mix Design #3 (Old Augusta Road)
Indigo Road – 2 years later
Hot Mix Asphalt (traditional) resurfacing

- Reiser Rd - Done
- Beecher Road - Done
- Red Maple Drive - Done
- Edgewood Rd - Done
- George Rd - Done
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- Robin Rd - Done
- Zettler Loop Rd. - Done
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- Mill Pond Rd – tentatively first of February
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- Railroad Ave. (Clyo) – deleted. To do CS in-house
Re-Paving

George Road

Edgewood Road

Kelly Road / Robin Road

Zettlers Loop Road / Harley Road
Re-Paving

Reiser Road / Springhill Road
Re-Paving

Beecher Road / Red Maple Road
TSPLOST Intersections

• I-1 - Old River Road / US80 Intersection Realignment
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• I-4B - Hodgeville Road / Kolic Helmey Road Roundabout
• I-5 - Kolic Helmey Road / Elementary School Turn Lanes #
• I-6 - SR30 / Midland Road Intersection Turn Lanes
• I-7 - Bluejay Road / Hodgeville Road Turn Lanes
• I-8B - Hodgeville Road / Goshen Road Roundabout
• I-9 - Kolic Helmey Road / SR30 **
• I-10 McCall Road / Little McCall Road Turn Lanes
• I-11B - Courthouse Road Extension / Midland Road Intersection

# Design and Bidding scheduled to be completed by May 31, 2022. Construction to be June 1 and complete by July 31 timeframe.

** Potential Development Agreement and restudy of the intersection
Effingham Parkway

• Balfour Beatty awarded contract in July 2021
• Ribbon Cutting was held September 10, 2021
• Pre-Construction meeting held October 27, 2021
• Current status is clearing right-of-way.
• Substantial completion is April 2025; Contract runs to end of 2025
Transportation Master Plan

- Complete
- Public Hearing and adoption by resolution by BOC on December 7, 2021
Kate’s Cove Subdivision

- Cost Share agreement with HOA to repair the brick paver approach to the bridge
- Plan to dedicate the ROW to HOA upon completion
Old Louisville Road Pipe Collapse

Old Louisville Road pipe Collapse – July 18, 2021; 5-36” RCP failure and road washout. Design-Build awarded, Construction began Feb. 7.
Water and Sewer

- Loop A Water
  - Complete

- Loop B Water
  - Design revisions
  - Easement Acquisition

- WWTP SCADA – Complete
- WWTP Sprayfield – permit review
- Ogeechee Run surface discharge permit – D.O. Study
- Master plan – Modeling, Mapping
- Old Augusta Road W/S extension – Development Agreement Pending
- Water meter swap outs - in progress
- Re-Use extension by Blue Jay Commons – in progress
Water Booster Station

- Pump House under construction.
- Tie ins being constructed.

Item XII. 1.
Hodgeville Road Lift Station Upgrade

- Design underway
- Bid for construction expected within 90 days

- Force Main Project
  - Design 90%
  - Easement Acquisition
  - Wetland Mitigation
Stormwater / Drainage Projects

• Stormwater Utility Feasibility Study – Action on Hold
• Stormwater Masterplan – RFQ not started
• Shearouse Road Drainage – Const. Bidding
• Westwood Heights Subdivision – Design award pending
• ?
• ?
Development Services Projects

- Codes Revision and Comprehensive Plan update – Public meetings underway
- Plan Scanning – in progress
- Infrastructure digitizing – in progress
- Development Bond review and deposition – in progress
Facilities

• New Administration Building – Complete. Punch list still in progress.
• Guyton Fire Station – Ready for Construction Bid mid-February or early March
• Facilities Master Plan – Final revisions and corrections underway
• Animal Shelter “Catio” – bidding
• Fuel Management – Preparing a plan
• Fleet Management – Replacements slow but arriving
Hodgeville Fire Station #15

- Foundation under construction
- Cost issue with Steel
- Anchor Bolt problems
- Change order to coordinate with Force Main Project
Parks and Landscape

- Parks Masterplan update – Proposals under review
- Sandhill Park Disc Golf – Surveying, design
- McCall Park
McCall Park

Working on:
Fence
Paving
Playground
Restroom

Complete:
Field
Sidewalk
Trail
Pavilion
Other Noteworthy Projects

• Patriot Point S/D / Freedom Trial completion – Const. Bidding
• Solid Waste Masterplan – Final action on hold
SPLOST 2021 – Starting up...

• 904 S. Pine Street Remodel – RFP for design in progress
Questions?
Capital Project Update

Board of Commissioner’s Meeting

February 15, 2022
## Preconstruction Status January 22

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Exley Loop Road
Item XII. 1.
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Effingham County, GA

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**Required Match (10% or 30%):** 30%

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Presentation to follow in the near future
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• I-7 - Bluejay Road / Hodgeville Road Turn Lanes
• I-8B - Hodgeville Road / Goshen Road Roundabout
• I-9 - Kolic Helmey Road / SR30 **
• I-10 McCall Road / Little McCall Road Turn Lanes
• I-11B - Courthouse Road Extension / Midland Road Intersection

# Design and Bidding scheduled to be completed by May 31, 2022. Construction to be June 1 and complete by July 31 timeframe.

** Potential Development Agreement and restudy of the intersection
Effingham Parkway

• Balfour Beatty awarded contract in July 2021
• Ribbon Cutting was held September 10, 2021
• Pre-Construction meeting held October 27, 2021
• Current status is clearing right-of-way.
• Substantial completion is April 2025; Contract runs to end of 2025
Transportation Master Plan

- Complete
- Public Hearing and adoption by resolution by BOC on December 7, 2021
Kate’s Cove Subdivision

- Cost Share agreement with HOA to repair the brick paver approach to the bridge
- Plan to dedicate the ROW to HOA upon completion
Old Louisville Road Pipe Collaspe

Old Louisville Road pipe Collapse – July 18, 2021; 5-36” RCP failure and road washout. Design-Build awarded, Construction began Feb. 7.
Water and Sewer

- Loop A Water
  - Complete

- Loop B Water
  - Design revisions
  - Easement Acquisition

- WWTP SCADA – Complete
- WWTP Sprayfield – permit review
- Ogeechee Run surface discharge permit – D.O. Study
- Master plan – Modeling, Mapping
- Old Augusta Road W/S extension – Development Agreement Pending
- Water meter swap outs - in progress
- Re-Use extension by Blue Jay Commons – in progress
Water Booster Station

- Pump House under construction.
- Tie ins being constructed.
Hodgeville Road Lift Station Upgrade

- Design underway
- Bid for construction expected within 90 days

- Force Main Project
  - Design 90%
  - Easement Acquisition
  - Wetland Mitigation
Stormwater / Drainage Projects

• Stormwater Utility Feasibility Study – Action on Hold
• Stormwater Masterplan – RFQ not started
• Shearouse Road Drainage – Const. Bidding
• Westwood Heights Subdivision – Design award pending
• ?
• ?
Development Services Projects

• Codes Revision and Comprehensive Plan update – Public meetings underway
• Plan Scanning – in progress
• Infrastructure digitizing – in progress
• Development Bond review and deposition – in progress
Facilities

• New Administration Building – Complete. Punch list still in progress.
• Guyton Fire Station – Ready for Construction Bid mid-February or early March
• Facilities Master Plan – Final revisions and corrections underway
• Animal Shelter “Catio” – bidding
• Fuel Management – Preparing a plan
• Fleet Management – Replacements slow but arriving
Hodgeville Fire Station #15

- Foundation under construction
- Cost issue with Steel
- Anchor Bolt problems
- Change order to coordinate with Force Main Project
Parks and Landscape

- Parks Masterplan update – Proposals under review
- Sandhill Park Disc Golf – Surveying, design
- McCall Park
McCall Park

Working on:
- Fence
- Paving
- Playground
- Restroom

Complete:
- Field
- Sidewalk
- Trail
- Pavilion

Item XII. 1.
Other Noteworthy Projects

• Patriot Point S/D / Freedom Trial completion – Const. Bidding
• Solid Waste Masterplan – Final action on hold
SPLOST 2021 – Starting up…

• 904 S. Pine Street Remodel – RFP for design in progress
Questions?
Staff Report

Subject: Rezone (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 1, 2022

Item Description: Eric Henry requests to rezone 2.32 acres from AR-1 to AR-2 to allow for a combination of parcels. Located at 2819 & 2823 Sandhill Road. Map# 301C Parcels# 2 & 3

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2.32 acres from AR-1 to AR-2 to allow for a combination of parcels.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The parcels are located in Speller subdivision, which is zoned AR-1.
- The applicant wishes to combine parcels to create a 2.32-acre lot which will be used to build a residence.
- The current lots are legal non-conforming AR-1 lots. Once combined, they will still be non-conforming, so the applicant is requesting to rezone to AR-2, to bring the new lot into compliance with the zoning district.
- At the February 14 Planning Board meeting, Michael Larson made a motion to approve the request to rezone 2.32 acres from AR-1 to AR-2, with the following conditions:
  1. The new, combined, lot shall meet the requirements of the AR-2 zoning district.
  2. A recombination plat must be approved and recorded before the rezoning can take effect.
  3. Once the new plat is recorded, the applicant shall submit a 911 address request to consolidate existing addresses to one.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request to rezone 2.32 acres from AR-1 to AR-2 to allow for a combination of parcels, with the following conditions:
   1. The new, combined, lot shall meet the requirements of the AR-2 zoning district.
   2. A recombination plat must be approved and recorded before the rezoning can take effect.
   3. Once the new plat is recorded, the applicant shall submit a 911 address request to consolidate existing addresses to one.
2. Deny the request to rezone 2.32 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Deed
4. Plat
5. Aerial photograph
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 1/10/2022

Applicant/Agent: Eric Henry

Applicant Email Address: eric.henry@gmail.com

Phone #: 858-774-8887

Applicant Mailing Address: 332 Coconut Drive

City: Bloomingdale State: GA Zip Code: 31302

Property Owner, if different from above:

Owner’s Email Address (if known): eric.henry@gmail.com

Phone #: 858-774-8887

Owner’s Mailing Address: 332 Coconut Drive

City: Bloomingdale State: GA Zip Code: 31302

Property Location: 2819 + 2823 Sandhill Rd

Proposed Road Access: Sandhill Rd


Tax Map-Parcel # 03010002.03010003 Total Acres: 2.32 Acres to be Rezoned: 2.32

Lot Characteristics:

WATER

X Private Well

Public Water System

SEWER

X Private Septic System

Public Sewer System

If public, name of supplier:

Justification for Rezoning Amendment: Lot Consolidation 5 Acres, Non-Conforming AR-1

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

North South East West

Rev 05052021
1. Describe the current use of the property you wish to rezone.
   Residential

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

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

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

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

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   No,

Applicant Signature: [Signature]  Date: 1/10/2022
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

Nov 15 2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2740, page 244-245.

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

Owner’s signature ________________________________
Print Name ________________________________

Owner’s signature ________________________________
Print Name ________________________________

Owner’s signature ________________________________
Print Name ________________________________

Sworn and subscribed before me this 10th day of January, 2020.

Notary Public, State of Georgia

Rev 05052021
LIMITED WARRANTY DEED

THIS INDENTURE is made this 1st day of November, 2021, by and between ALLEN C SPELLER, JR., ("Grantor") and ERIC D HENRY ("Grantee") ("Grantor" and "Grantee" to include their respective successors, legal representatives and/or assigns where the context requires or permits).

WITNESSETH:

Grantor, in consideration of the sum of Ten Dollars ($10) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, the following described Property (the "Property") to wit:

ALL those certain lots of land known as LOT TWO (2) and LOT THREE (3), SPELLER SUBDIVISION, as shown on a plat of said Subdivision prepared by Wilder Surveying, dated June 13, 1983, said plat recorded in Plat Cabinet A, Slide 390-B, Effingham County, Georgia records. Said plat is by reference incorporated herein and made a part hereof for better determining the metes and bounds.

Said property having an address of 2819 and 2823 Sandhill Road, Guyton, GA 31312, and is property tax numbers of 0301C-002-000 and 0301C-003-000.

This being the same property conveyed to Allen C. Speller, Jr. by Quit Claim Deed from Allen C. Speller, Jr. and Robert Speller, dated September 24, 1998, and recorded in Deed Book 535, Page 382, Effingham County records.

Subject, however, to all valid restrictive covenants, easements and rights-of-way of record.

TO HAVE AND TO HOLD the Property 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 Grantee, forever in Fee Simple.

AND Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor.
IN WITNESS WHEREOF, the Grantor has executed, or has caused its duly authorized representative to execute, this Limited Warranty Deed under seal, and deliver this Limited Warranty Deed, all as of the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Witness:

[Signature]

Notary Public

My Commission Expires: [Notarial seal]

[Signature]

Allen C Speller, Jr.

(Seal)
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 Eric Henry – (Map # 301C Parcels # 2 & 3) 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.

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The Effingham County Planning Commission recommends:

\[ \text{APPROVAL } \times \text{ DISAPPROVAL } \]

Of the rezoning request by applicant Eric Henry – (Map # 301C Parcels # 2 & 3) from AR-1 to AR-2 zoning.

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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 – February 14, 2022

\[ \text{BKS} - 2/14/22 \]
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 _______

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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?

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

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

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

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

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

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

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  

DISAPPROVAL  

Of the rezoning request by applicant Eric Henry – (Map # 301C Parcels # 2 & 3) 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 use/development 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 Eric Henry – (Map # 301C Parcels # 2 & 3) from AR-1 to AR-2 zoning.

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

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

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

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

Staff has reviewed the application, and recommends approval of the request to rezone 2.32 acres from AR-1 to AR-2 to allow for a combination of parcels.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The parcels are located in Speller subdivision, which is zoned AR-1.
- The applicant wishes to combine parcels to create a 2.32-acre lot which will be used to build a residence.
- The current lots are legal non-conforming AR-1 lots. Once combined, they will still be non-conforming, so the applicant is requesting to rezone to AR-2, to bring the new lot into compliance with the zoning district.
- At the February 14 Planning Board meeting, Michael Larson made a motion to approve the request to rezone 2.32 acres from AR-1 to AR-2, with the following conditions:
  1. The new, combined, lot shall meet the requirements of the AR-2 zoning district.
  2. A recombination plat must be approved and recorded before the rezoning can take effect.
  3. Once the new plat is recorded, the applicant shall submit a 911 address request to consolidate existing addresses to one.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives

1. Approve the request to rezone 2.32 acres from AR-1 to AR-2 to allow for a combination of parcels, with the following conditions:
   1. The new, combined, lot shall meet the requirements of the AR-2 zoning district.
   2. A recombination plat must be approved and recorded before the rezoning can take effect.
   3. Once the new plat is recorded, the applicant shall submit a 911 address request to consolidate existing addresses to one.
2. Deny the request to rezone 2.32 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Development Services
FUNDING: N/A
Attachments: 1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 301C-2 & 3

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 301C-2 & 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 ERIC HENRY has filed an application to rezone two and thirty-two hundredth (2.32) +/- acres; from AR-1 to AR-2 to allow for a combination of parcels; map and parcel number 301C-2 & 3, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on March 1, 2022 and notice of said hearing having been published in the Effingham County Herald on February 2, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on January 26, 2022; and

IT IS HEREBY ORDAINED THAT two and thirty-two hundredth (2.32) +/- acres; map and parcel number 301C-2 & 3, located in the 1st commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The new, combined, lot shall meet the requirements of the AR-2 zoning district.
2. A recombination plat must be approved and recorded before the rezoning can take effect.
3. Once the new plat is recorded, the applicant shall submit a 911 address request to consolidate existing addresses to one.

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: ____________________________
STEPHANIE JOHNSON
COUNTY CLERK

FIRST/SECOND READING: ______________
Staff Report

Subject: Rezoning (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 1, 2022

Item Description: Jerome S. Konter as Agent for JGH Commercial, LLC requests to rezone 18.67 acres from PD (commercial) to PD (residential) to allow for 206-unit multi-family residential development. Located on Hodgeville Road. Map# 416 Parcel# 20D

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 18.67 acres from PD (commercial) to PD (residential) to allow for multi-family residential development, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant has determined that market conditions favor multifamily residential rental development over commercial development at this location, and requests a change in permitted land use for this parcel.
- Pursuant to section 5.15.2.2 (Planned Development), any substantial change (such as land use, acreage, and project intent) is treated as a proposed amendment to the zoning ordinance, and must be approved by the Board of Commissioners.
- At the July 21, 2021 pre-application meeting, staff provided input on requirements for open space, amenities, resident parking, common element maintenance, and a traffic study to identify necessary improvements for Hodgeville Road.
- A PD amendment/rezoning application was submitted for the December Planning Board meeting agenda. Staff requested revisions to clarify the PD amendment. The current version of the PD document proposes a multifamily development with up to 206 units in 25 buildings (12 buildings with 2-bedroom units, and 13 buildings with 3-bedroom units), which represents a gross density of 11 units per acre, and a net density of 15 units per acre. 174 units are shown on attached concept plan, which represents a gross density of 9.3 units per acre, and a net density of 12.7 units per acre. This project will be served by county water and sewer.
- The development will include parking in front of the buildings and five 6-unit garage buildings. 1.5 parking spaces are required per multifamily unit (174 units*1.5=261 spaces); 375 total spaces are proposed. 206 units would require at least 309 parking spaces.
- At the February 14 Planning Board meeting, Alan Zipperer made a motion to deny the request to rezone 18.67 acres from PD (commercial) to PD (residential), with the following conditions:
  1. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
  2. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE.
  4. A traffic study must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve the request to rezone 18.67 acres from PD (commercial) to PD residential), with the following conditions:
   1. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
2. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. All wetland impacts must be approved and permitted by USACE.
4. A traffic study must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.

2. Deny request to rezone 18.67 acres from PD (commercial) to PD (residential).
Recommended Alternative: 1
Other Alternatives: 2
Department Review: Development Services
FUNDING: N/A
Attachments: 1. Rezoning application and checklist
2. Ownership certificate
3. Plat
4. Deed
5. Aerial photograph
# ATTACHMENT A – REZONING AMENDMENT APPLICATION

<table>
<thead>
<tr>
<th>Applicant/Agent:</th>
<th>Jerome S. Konter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Email Address:</td>
<td><a href="mailto:jkonter@konterhomes.com">jkonter@konterhomes.com</a></td>
</tr>
<tr>
<td>Phone #:</td>
<td>912.354.9314</td>
</tr>
<tr>
<td>Applicant Mailing Address:</td>
<td>22 Commerce Place; Savannah, GA 31406</td>
</tr>
<tr>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td></td>
</tr>
<tr>
<td>Zip Code:</td>
<td></td>
</tr>
<tr>
<td>Property Owner, if different from above:</td>
<td>JGH Commercial LLC</td>
</tr>
<tr>
<td>Owner’s Email Address (if known):</td>
<td><a href="mailto:jkonter@konterhomes.com">jkonter@konterhomes.com</a></td>
</tr>
<tr>
<td>Phone #:</td>
<td>912.354.9314</td>
</tr>
<tr>
<td>Owner’s Mailing Address:</td>
<td>22 Commerce Place; Savannah, GA 31406</td>
</tr>
<tr>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td></td>
</tr>
<tr>
<td>Zip Code:</td>
<td></td>
</tr>
<tr>
<td>Property Location:</td>
<td>west side of Hodgeville Rd., between Saddleclub and New Haven</td>
</tr>
<tr>
<td>Proposed Road Access:</td>
<td>2 driveways off Hodgeville</td>
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<tr>
<td>Present Zoning of Property:</td>
<td>PD</td>
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<td>Proposed Zoning:</td>
<td>PD</td>
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<td>Tax Map-Parcel #:</td>
<td>416-20D</td>
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<tr>
<td>Total Acres:</td>
<td>18.67</td>
</tr>
<tr>
<td>Acres to be Rezoned:</td>
<td>18.67</td>
</tr>
<tr>
<td>Lot Characteristics:</td>
<td>wooded, flat topography</td>
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</table>

## WATER
- [X] Private Well
- [ ] Private Septic System

## SEWER
- [ ] Public Water System
- [X] Public Sewer System

If public, name of supplier: **Effingham County**

Justification for Rezoning Amendment: **minor text amendment for multi-family**

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

- North: PD
- South: PD
- East: I-1
- West: PD

Application Date: 10/21/2021

Rev 05052021
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?
   yes, as commercial

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

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

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?
   multi-family is suitable with adjacent residential

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or
burdensome use of existing streets, transportation facilities, utilities, or schools?
   no; use of streets, facilities, and utilities will be similar to commercial
   use of schools will not be excessive or burdensome

Applicant Signature: [Signature]
Date: 10/21/2021

JGH LLC
Managing Member
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 12/08/2006, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1557, page 271.

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

Owner’s signature

Print Name: Jerome S. Konter

Owner’s signature

Print Name

Owner’s signature

Print Name

Sworn and subscribed before me this 21st day of October, 2021.

Notary Public, State of Georgia

Rev 05052021
Item XV. 3.

STATE OF GEORGIA  
COUNTY OF EFFINGHAM

THIS INDENTURE made this 29th day of November, 2006, between SOUTHEAST COAST DEVELOPMENT, LLC a Georgia Limited Liability Company, of the County of CHATHAM, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and JGH COMMERCIAL, 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

GRANTOR, for and in consideration of the sum of TEN AND 00/100 ($10.00) Dollars and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to wit:

ALL that certain tract or parcel of land, situate, lying and being in the 9th G.M.D. of the County of Effingham, State of Georgia and being known as Parcel 4 of Tract "A" being a part of a 492.06 acre portion of Tract 2, formerly lands of International Paper Realty Corporation, being a portion of the Rahn Tract aka The Rincon Research Tract Hogheville Road, as appears upon a map or plat dated October 10, 2006 by James M. Sills, GRLS #2280 recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Book C144, Page F to which reference is hereby made for a more complete description of said Parcel 4 and said plat is expressly made a part of this description. Reference is also made to that certain plat recorded in Book C, Page 100D of Effingham County records for a further description of the said 492.06 acre tract.

Subject, however, to all valid restrictions, easements and rights of way of record.

This being the same property conveyed to SOUTHEAST COAST DEVELOPMENT, LLC a Georgia Limited Liability Company under Instrument recorded in Deed Record Book 1387, Folio 426, aforesaid records and having Property I.D. No. 416-29.

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. Grantor expressly covenants the Grantor is seized of said property in good fee simple title and that Grantor has the full right, power and authority to convey the same that the said property and the Grantor thereof are free and clear of any liens, claims or encumbrances whatever whereby the title to said property may in anywise be charged, changed, impaired or defeated and that the Grantor will forever WARRANT and DEFEND the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Instrument by and through its duly authorized Corporate Officers with the Corporate Seal affixed thereto on the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[Seal]
SOUTHEAST COAST DEVELOPMENT, LLC a
Georgia Limited Liability Company

[Seal]
JEROME S. KONTER, MEMBER/MANAGER

[Seal]
ELIZABETH K. WILLIAMS, MEMBER/MANAGER

[Seal]
CORPORATE SEAL
RESEARCH FOREST PD ZONING AMENDMENT
NARRATIVE
Revised February 21, 2022

a) General Description
The property is located on Hodgeville Road in southeastern Effingham County about five miles north of Chatham County, west of State Highway 21 and McCall Road, and south of Bluejay Road, and is identified as “PARCEL 4” of “TRACT ‘A’ BEING A 492.06 ACRE PORTION OF TRACT 2, RINCON RESEARCH FOREST TRACT, 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA” on the recorded plat, with Tax Parcel ID # 416-20D.

b) Present Ownership
The site is currently owned by JGH Commercial LLC of Savannah, Georgia.

c) Proposed Land Uses and Development Standards
If the rezoning amendment is granted, the resulting change in use for the property will be from commercial to multi-family residential. The amendment of the PD Zoning will allow an up to 206-unit multi-family complex to be constructed with amenities to include parking, pedestrian facilities, limited detached garages, stormwater detention, and open space, with no wetland impacts required.

<table>
<thead>
<tr>
<th>Table 1-1: Development Standards</th>
<th>Townhomes/Apartments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Area (minimum)</td>
<td>800 SF (per dwelling unit)</td>
</tr>
<tr>
<td>Width (minimum)</td>
<td>15’</td>
</tr>
<tr>
<td>Depth (minimum)</td>
<td>30’</td>
</tr>
<tr>
<td>Height (maximum)</td>
<td>35’</td>
</tr>
<tr>
<td>Setbacks (minimum)</td>
<td></td>
</tr>
<tr>
<td>Front</td>
<td>70’ (from centerline of road)</td>
</tr>
<tr>
<td>Building Separation</td>
<td>20’ (between buildings)</td>
</tr>
<tr>
<td>Side</td>
<td>10’</td>
</tr>
<tr>
<td>Rear</td>
<td>15’</td>
</tr>
</tbody>
</table>

Buffer requirements established in the original Planned Development District zoning will remain the same, except for wetlands which will require no buffer unless stipulated by the US Army Corps of Engineers.

d) Exceptions Requested
No exceptions are requested. [Density will be mitigated by onsite amenities, mixed building materials, open space, common areas, etc. Regarding PD ordinance sec. 5.15.3.1 (k) impact on the school system, it is estimated that up to 206 units could result in up to approximately 309 children living in the development.]
e) Percentage of Land Uses

<table>
<thead>
<tr>
<th>Table 1-2: Land Uses</th>
<th>Acres (Range)</th>
<th>Percentage of Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>Townhomes/Apartments</td>
<td>2.8-7.5</td>
<td>15-40</td>
</tr>
<tr>
<td>Right-of-Way Dedication</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Open Space</td>
<td>4-6</td>
<td>21-32</td>
</tr>
<tr>
<td>Common Areas</td>
<td>3.5-6.5</td>
<td>19-35</td>
</tr>
<tr>
<td>Ponds</td>
<td>1.5-2.75</td>
<td>8-15</td>
</tr>
<tr>
<td>TOTAL</td>
<td>18.67</td>
<td>100</td>
</tr>
</tbody>
</table>

f) Dwelling Units
Units will vary in size, with up to 3-bedrooms per unit.

<table>
<thead>
<tr>
<th>Table 1-3: Dwelling Unit Summary</th>
<th>Number of Units</th>
<th>Net Acres</th>
<th>Max. Net Density</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>206 (maximum)</td>
<td>13.7 (maximum)</td>
<td>15 units/acre</td>
</tr>
</tbody>
</table>

g) Proposed Dedication of Public Use
No dedication of public use is proposed at this time.

h) Open Space, Walks, and Common Areas
See Table 1-2 above.

i) Utilities
Public water and sewer service is available and shall be provided by Effingham County.
Storm water management shall be accounted for by use of a detention pond for storage.

j) Access and Parking
Private drives will be provided to allow sufficient access to each residential unit, amenity center, and garage buildings. Access to the facilities will be from Hodgeville Road with adequate off-street parking (minimum 1.5 spaces/unit) provided.

k) Schedule
Mass grading activities (digging the pond and raising the elevation of the land with onsite material recovered from the pond excavation) would be expected to start in 2022 and be completed in 2022. Vertical construction and the balance of the site work would not be expected to begin before 2023 and end sometime in 2024. No phasing is anticipated.

l) Installation and Maintenance of Improvements
Installation of improvements will be governed by site plans to be designed at a later date. Approval of such will precede issuance of building permits. Management of the community, including maintenance of building exteriors and common areas, trash collection, and provision of lighting, will be provided by a professional management firm and/or an owners association. Restrictive Covenants will be prepared at a later date.

~ 2 ~
December 14, 2021

Effingham County Zoning Board
Springfield, GA 31529

Re: Rezoning Amendment
   Jerome S. Konter
   Westside of Hodgeville Road Rincon, GA 31312
   Pin: 416-20D
   Total Acres: 18.67 Acres to be rezoned: 18.67

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 to PD. The proposed rezoning request is approved based on the development being serviced by the Effingham County Sewer and Water system.

If this project cannot be serviced by the Effingham County water and sewer system:

The following items must be submitted.

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

   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management: System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which
arise after the date of this letter may result in additional conditions being applied or the
proposed division of land being denied. The review is valid for one year from the date of
this letter. If the survey plan has not been approved within this time, application must be
made for an extension of the Preliminary Approval.

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

Sincerely,

Darrell M. O’Neal
Environmental Health County Manager
Effingham County Health Department
Hodgeville Road

Item XV. 3.
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 Jerome S. Konter – (Map # 416 Parcel # 20D) from PD to PD zoning.

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

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

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

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

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

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

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

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

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ________  DISAPPROVAL x

Of the rezoning request by applicant Jerome S. Konter – (Map # 416 Parcel # 20D) from PD to PD 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?

BKS

Planning Board Meeting – 1/14/2022

2/14/22
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 Jerome S. Konter – (Map # 416 Parcel # 20D) from PD to PD 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 Jerome S. Konter – (Map # 416 Parcel # 20D) from PD to PD zoning.

Yes  

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

Yes  

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

Yes  

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

Yes  

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

Yes  

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

Yes  

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

Yes  

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

Yes  

No  ?  8. Do other conditions affect the property so as to support a decision against the proposal?
9.5 **EFFINGHAM COUNTY REZONING CHECKLIST**

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

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

**CHECK LIST:**

The Effingham County Planning Commission recommends:

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>DISAPPROVAL</th>
</tr>
</thead>
</table>

**Of the rezoning request by applicant Jerome S. Konter – (Map # 416 Parcel # 20D) from **PD **to **PD 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?
Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 1, 2022

Item Description: Jerome S. Konter as Agent for JGH Commercial, LLC requests to rezone 18.67 acres from PD (commercial) to PD (residential) to allow for 206-unit multi-family residential development. Located on Hodgeville Road. Map# 416 Parcel# 20D

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 18.67 acres from PD (commercial) to PD (residential) to allow for multi-family residential development, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant has determined that market conditions favor multifamily residential rental development over commercial development at this location, and requests a change in permitted land use for this parcel.
- Pursuant to section 5.15.2.2 (Planned Development), any substantial change (such as land use, acreage, and project intent) is treated as a proposed amendment to the zoning ordinance, and must be approved by the Board of Commissioners.
- At the July 21, 2021 pre-application meeting, staff provided input on requirements for open space, amenities, resident parking, common element maintenance, and a traffic study to identify necessary improvements for Hodgeville Road.
- A PD amendment/rezoning application was submitted for the December Planning Board meeting agenda. Staff requested revisions to clarify the PD amendment. The current version of the PD document proposes a multifamily development with up to 206 units in 25 buildings (12 buildings with 2-bedroom units, and 13 buildings with 3-bedroom units), which represents a gross density of 11 units per acre, and a net density of 15 units per acre. 174 units are shown on attached concept plan, which represents a gross density of 9.3 units per acre, and a net density of 12.7 units per acre. This project will be served by county water and sewer.
- The development will include parking in front of the buildings and five 6-unit garage buildings. 1.5 parking spaces are required per multifamily unit (174 units*1.5=261 spaces); 375 total spaces are proposed. 206 units would require at least 309 parking spaces.
- At the February 14 Planning Board meeting, Alan Zipperer made a motion to deny the request to rezone 18.67 acres from PD (commercial) to PD (residential), with the following conditions:
  1. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
  2. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE.
  4. A traffic study must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve the request to rezone 18.67 acres from PD (commercial) to PD residential, with the following conditions:
   1. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
2. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. All wetland impacts must be approved and permitted by USACE.
4. A traffic study must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.

2. Deny request to rezone 18.67 acres from PD (commercial) to PD (residential).
Recommended Alternative: 1
Other Alternatives: 2
Department Review: Development Services
FUNDING: N/A
Attachments: 1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 416-20D
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 416-20D

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 JEROME S. KONTER as Agent for JGH COMMERCIAL, LLC has filed an application to rezone eighteen and sixty-seven hundredth (18.67) +/- acres; from PD Commercial to PD Residential to allow for multi-family residential development; map and parcel number 416-20D, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on March 1, 2022 and notice of said hearing having been published in the Effingham County Herald on February 2, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on January 26, 2022; and

IT IS HEREBY ORDAINED THAT eighteen and sixty-seven hundredth (18.67) +/- acres; map and parcel number 416-20D, located in the 2nd commissioner district is rezoned from PD Commercial to PD Residential, with the following conditions:

1. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
2. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. All wetland impacts must be approved and permitted by USACE.
4. A traffic study must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
   WESLEY CORBITT, CHAIRMAN

ATTEST: ____________________
         FIRST/SECOND READING: ___________

___________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 1, 2022

Item Description: Rachel & James McDowell request to rezone 4.95 acres from AR-1 & B-2 to AR-2 to allow for a combination of parcels. Located at 3714 Noel C. Conaway Road. Map# 436 Parcels# 67 & 68

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 4.95 acres from AR-1 & B-2 to AR-2, to allow for a combination of parcels, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The B-2 lot (Map# 436 Parcel# 68) was rezoned to B-2 in 1986 to allow for an automotive paint & body shop. Due to the AR zoning of surrounding properties and the classification of residential on the Future Land Use map; it is desirable that this parcel revert to AR zoning.
- The applicants wish to combine their lots for tax purposes. The zoning of the lots must be compatible to allow for the combination.
- The current land use is residential and neither individual parcel, nor the combined sum of the two parcels, meets the 5-acre minimum for a conforming AR-1 lot, therefore AR-2 is an appropriate choice for both size and zoning conformance.
- At the February 14 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 4.95 acres from AR-1 & B-2 to AR-2, with the following conditions:
  1. The recombined lot shall meet the requirements of the AR-2 zoning district.
  2. A recombination plat must be approved by Development Services, and be recorded before the rezoning can take effect.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives
1. Approve request to rezone 4.95 acres from AR-1 & B-2 to AR-2 with the following conditions:
   1. The recombined lot shall meet the requirements of the AR-2 zoning district.
   2. A recombination plat must be approved by Development Services, and be recorded before the rezoning can take effect.

2. Deny the request to rezone 4.95 acres from AR-1 & B-2 to AR-2

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services
Attachments: 1. Rezoning application and checklist 2. Ownership certificate/authorization

FUNDING: N/A

4. Plat
5. Aerial photograph
6. Deed
ATTACHMENT A - REZONING AMENDMENT APPLICATION

Application Date: 1/18/22

Applicant/Agent: Rachel & James McDowell

 Applicant Email Address: rachel.cooper@rocketmail.com

 Phone #: 727-881-8381

Applicant Mailing Address: 3714 Noel C. Conaway Rd

City: Punta Gorda State: GA Zip Code: 33134

Property Owner, if different from above: ____________________________

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): same

Phone #: same

Owner’s Mailing Address: same

City: ____________________________ State: ______ Zip Code: ______

Property Location: 3714 Noel C. Conaway Rd

Proposed Road Access: Noel C. Conaway Rd

Present Zoning of Property: AR-1 + R-2 Proposed Zoning: AR-2 or rodeo AR-1

Tax Map-Parcel #: 3714 (438-67-438-68)
Total Acres: 4.95 Acres to be Rezoned: 4.95

Lot Characteristics: vacant

WATER

✓ Private Well

✓ Private Septic System

Public Water System

Public Sewer System

If public, name of supplier: N/A

Justification for Rezoning Amendment: We would like to apply for Homestead exception & bring property to current code.

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-2 West AR-1

Rev 05052021
1. Describe the current use of the property you wish to rezone.

Both parcels are our home, but the residence is on the smaller parcel.

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.

It will continue to be our home.

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

It is part of our backyard.

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


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

No.

Applicant Signature: Rachel McDowell

Date: 1/18/22
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

July 23, 2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2609 page 494-495

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

Owner's signature ____________________________
Print Name ____________________________ James Scott McDowell

Owner's signature ____________________________
Print Name ____________________________

Owner's signature ____________________________
Print Name ____________________________

Sworn and subscribed before me this 18 day of January, 2022.

Kathleen Erin Dunnigan
Notary Public, State of Georgia

Rev 05052021
STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE is made as of this 23rd day of July, 2020, Colby F. Thornton of the County of Effingham and State of Georgia, as party or parties of the first part, hereinafter referred to as "Grantor," and James Scott McDowell and Rachel Anne Cooper, as Joint Tenants with Rights of Survivorship, of the County of Effingham, and State of Georgia, as party or parties of the second part, hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH That the said party of the first part, for and in consideration of the sum of Two Hundred and Sixty-Three Thousand Dollars ($263,000.00) in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second party, all that tract or parcel of land more particularly described as the following:

All that parcel of land in the County of Effingham, State of Georgia, being known and designated as follows:

All that certain property lying and being in Effingham County, Georgia, as shown and depicted upon a plat or survey prepared by Paul D. Wilder, RLS dated October 3, 1986, and recorded in Plat Book 24, Page 87 in the Office of the Clerk of Superior Court of Effingham County, Georgia and having the following dimensions: Commencing at a concrete marker located on the Southern boundary line of Georgia Hwy 30 at its intersection with the Northwestern corner of the property identified as Terrell Floyd and proceeding thence South 88 degrees, 48 minutes, 00 seconds East, a distance of 170.12 feet to a concrete marker; proceeding thence South 00 degrees, 07 minutes, 00 seconds East, a distance of 1,015.09 feet to a concrete marker; thence South 48 degrees, 52 seconds, 50 minutes West, a distance of 275.60 feet to a concrete marker; thence North 1 degree, 41 minutes, 36 seconds East the distance on 1,200.42 feet to a point of beginning. These properties being more commonly known under the current numbering system of Effingham County as: 3714 Noel C Conaway Road, Guyton.
Item XV. 5.

Future Land Use

Parcels 436-67 & 436-98
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 Rachel & James McDowell – (Map # 436 Parcels# 67 & 68) from AR-1 & B-2 to AR-2 zoning.

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

☑ 2. Could the proposed zoning allow use that would 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 – February 14, 2022
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL

Of the rezoning request by applicant Rachel & James McDowell – (Map # 436 Parcels# 67 & 68) from AR-1 & 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 Rachel & James McDowell – (Map # 436 Parcels# 67 & 68) from AR-1 & 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?
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 Rachel & James McDowell – (Map # 436 Parcels# 67 & 68) from AR-1 & B-2 to AR-2 zoning.

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

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

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 [x]

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

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 [x]

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 [ ] No [x]

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

Planning Board Meeting – February 14, 2022
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 Rachel & James McDowell – (Map # 436 Parcels# 67 & 68) from AR-1 & 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 – February 14, 2022
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 1, 2022

Item Description: Rachel & James McDowell request to rezone 4.95 acres from AR-1 & B-2 to AR-2 to allow for a combination of parcels. Located at 3714 Noel C. Conaway Road. Map# 436 Parcels# 67 & 68

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 4.95 acres from AR-1 & B-2 to AR-2, to allow for a combination of parcels, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The B-2 lot (Map# 436 Parcel# 68) was rezoned to B-2 in 1986 to allow for an automotive paint & body shop. Due to the AR zoning of surrounding properties and the classification of residential on the Future Land Use map; it is desirable that this parcel revert to AR zoning.
- The applicants wish to combine their lots for tax purposes. The zoning of the lots must be compatible to allow for the combination.
- The current land use is residential and neither individual parcel, nor the combined sum of the two parcels, meets the 5-acre minimum for a conforming AR-1 lot, therefore AR-2 is an appropriate choice for both size and zoning conformance.
- At the February 14 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 4.95 acres from AR-1 & B-2 to AR-2, with the following conditions:
  1. The recombined lot shall meet the requirements of the AR-2 zoning district.
  2. A recombination plat must be approved by Development Services, and be recorded before the rezoning can take effect.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives
1. Approve request to rezone 4.95 acres from AR-1 & B-2 to AR-2 with the following conditions:
   1. The recombined lot shall meet the requirements of the AR-2 zoning district.
   2. A recombination plat must be approved by Development Services, and be recorded before the rezoning can take effect.

2. Deny the request to rezone 4.95 acres from AR-1 & B-2 to AR-2

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
Attachments: 1. Zoning Map Amendment

FUNDING: N/A
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 436-67 & 68
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 436-67 & 68

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS RACHEL & JAMES MCDOWELL has filed an application to rezone four and ninety-five hundredth (4.95) +/- acres; from AR-1 & B-2 to AR-2 to allow for a combination of parcels; map and parcel number 436-67 & 68, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on March 1, 2022 and notice of said hearing having been published in the Effingham County Herald on February 2, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on January 26, 2022; and

IT IS HEREBY ORDAINED THAT four and ninety-five hundredth (4.95) +/- acres; map and parcel number 436-67 & 68, located in the 2nd commissioner district is rezoned from AR-1 & B-2 to AR-2, with the following conditions:

1. The recombined lot shall meet the requirements of the AR-2 zoning district.
2. A recombination plat must be approved by Development Services, and be recorded before the rezoning can take effect.

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

This ______ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
  WESLEY CORBITT, CHAIRMAN

ATTEST: ____________________________
FIRST/SECOND READING: __________

___________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezone (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 1, 2022

Item Description: Daniel Henry requests to rezone 5.1 acres from AR-1 to AR-2 to allow for a three-lot subdivision. Located at 4302 Old Dixie Highway. Map# 313 Parcel# 12

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for to rezone 5.1 acres from AR-1 to AR-2 to allow for a three-lot subdivision.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide a 5.1-acre parcel, creating three home sites, for both sale and land gifts to their children.
- Since none of the proposed lots will meet the 5-acre minimum for a conforming AR-1 lot, the entire 5.1 acres must be rezoned.
- At the February 14 Planning Board meeting, Peter Higgins made a motion to approve the request to rezone 5.1 acres from AR-1 to AR-2, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by the Health Department and Development Services, and be recorded before the rezoning can take effect.
- The motion was seconded by Michael Larson, and carried unanimously.

Alternatives
1. Approve the request to rezone 5.1 acres from AR-1 to AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by the Health Department and Development Services, and be recorded before the rezoning can take effect.
2. Deny the request to rezone 5.1 acres from AR-1 to AR-2

Recommended Alternative: 1

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
4. Plat
5. Aerial photograph
6. Deed
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 12/28/2021

Applicant/Agent: Daniel Henry
Applicant Email Address: masterbehe@gmail.com
Phone # (912) 849-8674

Applicant Mailing Address: 6 Earl Court
City: Savannah State: GA Zip Code: 31406

Property Owner, if different from above: Daniel D. Henry
Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): 
Phone # (912) 354-7102

Owner’s Mailing Address: 6 Earl Court
City: Savannah State: GA Zip Code: 31406

Property Location: 4362 Old Dixie Highway, Springfield, GA

Proposed Road Access: Old Dixie Highway, Springfield


Tax Map-Parcel # 03130612 Total Acres: 5.1 Acres to be Rezoned: 2.3 Acres

Lot Characteristics:

WATER

✓ Private Well
____ Public Water System

SEWER

✓ Private Septic System
____ Public Sewer System

If public, name of supplier: Effingham County, Springfield

Justification for Rezoning Amendment: Effingham County, Springfield

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

North _____ South _____ East _____ West _____
1. Describe the current use of the property you wish to rezone.

   Residential

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

   NO

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

   To sell 3 acres of land. 2 acres for sale

   3-lot subdivision (2/2/1 acres) 3 acres home site gift deed

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

   Residential

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

   Residential

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

   NO

Applicant Signature: [Signature]  Date: 1/28/2021
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 09/29/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2626 page 618-619.

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

Owner's signature ____________________________
Print Name ____________________________

Owner's signature ____________________________
Print Name ____________________________

Owner's signature ____________________________
Print Name ____________________________

Sworn and subscribed before me this 28th day of December, 2021.

Rebecca D. Sanders
Notary Public, State of Georgia
My Commission Expires 02/02/2025
STATE OF GEORGIA
COUNTY OF EFFINGHAM

LIMITED WARRANTY DEED
(WITH RIGHT OF SURVIVORSHIP)

THIS INDENTURE is made this 25th day of September, 2020, by and between SHANNON B. JONES
F/K/A SHANNON BRAGG ROGERS, ("Grantor") and DANIEL D. HENRY ("Grantees") ("Grantor" and
"Grantees" to include their respective successors, legal representatives and/or assigns where the context
requires or permits).

WITNESSETH:

Grantor, in consideration of the sum of Ten Dollars ($10) and other valuable consideration, the receipt and
sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and
confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantees, as tenants in
common, for and during their joint lives, and upon the death of either of them, then to the survivor of them,
in Fee Simple, and to the heirs and assigns of said survivor, the following described Property (the
"Property") to wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 11th G.M.
District of Effingham County, Georgia, containing Five and One Tenth (5.1) acres,
more or less, and being known as Lot Number Four (4) and being bounded on
the Northeast by lands of Continental Can Company; on the Southeast by Lot
Number Five (5), being lands of Lambrecht and Coley; on the Southwest by the
Middleground Road (Old Dixie Highway), and on the Northwest by Lot Number
Three (3), being lands of Lambrecht and Coley. Express reference is hereby
made to a plat of said lands made by Leigh Gignilliat, R.L.S. No. 70, dated
February 28, 1974 and recorded in the Office of the Clerk of the Superior Court of
Effingham County, Georgia, in Plat Record Book 8, Page 220, for better
determining the metes and bounds of said lands herein conveyed.

Said property having an address of 4302 Old Dixie Highway, South, Springfield,
GA 31329, and a property tax number of 03130012.

This being the same property conveyed to Shannon Bragg Rogers by Warranty
Deed from Cathy Causey Bragg, dated December 16, 2003, and recorded in
Deed Book 1060, Page 417, Effingham County records.

Subject, however, to all valid restrictive covenants, easements and rights-of-way
of record.
TO HAVE AND TO HOLD the Property 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 Grantee, or to the survivor of them, forever in Fee Simple.

AND Grantor will warrant and forever defend the right and title to the Property unto Grantees against the
claims of any persons owning, holding or claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has executed, or has caused its duly authorized representative to
execute, this Limited Warranty Deed under seal, and deliver this Limited Warranty Deed, all as of the day
and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Witness

[Signature]

Shannon B. Jones

(seal)

Notary Public

[Seal]

My Commission Expires:

[Date]
12/30/2021

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Daniel Henry
4302 Old Dixie Highway South Springfield, GA 31329
Pin: 313-12
Total Acres: 5.10 Acres to be rezoned: 5.10

To Whom It May Concern:

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

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

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

Sincerely,

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
Proposed Subdivision (Approximate)

Parcel 1 (For future sale)
Parcel 2 (Land gift to son)
Parcel 3 (Land gift to daughter)
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 Daniel Henry – (Map # 313 Parcel # 12) 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 – February 14, 2022
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL [x] DISAPPROVAL [ ]

Of the rezoning request by applicant Daniel Henry – (Map # 313 Parcel # 12) from AR-1 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 [ ] No [x] 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 [x] 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 [ ] 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 – February 14, 2022

DKS. 2/14/22
EFFINGHAM COUNTY REZONING CHECKLIST

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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 — February 14, 2022
EFFINGHAM COUNTY REZONING CHECKLIST

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APPROVAL_______ DISAPPROVAL_______

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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?

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

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

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

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

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 1, 2022

Item Description: Daniel Henry requests to rezone 5.1 acres from AR-1 to AR-2 to allow for a three-lot subdivision. Located at 4302 Old Dixie Highway. Map# 313 Parcel# 12

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for to rezone 5.1 acres from AR-1 to AR-2 to allow for a three-lot subdivision.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide a 5.1-acre parcel, creating three home sites, for both sale and land gifts to their children.
- Since none of the proposed lots will meet the 5-acre minimum for a conforming AR-1 lot, the entire 5.1 acres must be rezoned.
- At the February 14 Planning Board meeting, Peter Higgins made a motion to approve the request to rezone 5.1 acres from AR-1 to AR-2, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by the Health Department and Development Services, and be recorded before the rezoning can take effect.
- The motion was seconded by Michael Larson, and carried unanimously.

Alternatives
1. Approve the request to rezone 5.1 acres from AR-1 to AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by the Health Department and Development Services, and be recorded before the rezoning can take effect.
2. Deny the request to rezone 5.1 acres from AR-1 to AR-2

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments: 1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 313-12
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 313-12
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 DANIEL HENRY has filed an application to rezone five and ten hundredth (5.1) +/- acres; from AR-1 to AR-2 to allow for the division of parcels; map and parcel number 313-12, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on March 1, 2022 and notice of said hearing having been published in the Effingham County Herald on February 2, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on January 26, 2022; and

IT IS HEREBY ORDAINED THAT five and ten hundredth (5.1) +/- acres; map and parcel number 313-12, located in the 3rd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. Minor subdivision plat must be approved by the Health Department and Development Services, and be recorded before the rezoning can take effect.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: __________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 1, 2022

Item Description: Franklin & Gail Smith request to rezone 5 acres from AR-1 to AR-2, to allow for the creation of a home site. Located at 1900 Old Dixie Highway. Map# 364 Parcel# 56A

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5 acres from AR-1 to AR-2, to allow for the creation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicants wish to subdivide a 5-acre parcel to create a home site for a family member and, therefore, must rezone the parcel to AR-2.
- At the February 14 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 5 acres from AR-1 to AR-2, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by the Health Department and Development Services, and be recorded before the rezoning can take effect.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives
1. Approve request to rezone 5 acres from AR-1 to AR-2, with conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by the Health Department and Development Services, and be recorded before the rezoning can take effect.
2. Deny the request to rezone 5 acres from AR-1 to AR-2.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Rezoning application
2. Ownership certificate
3. Deed
4. Aerial photograph
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 2-13-2022

Applicant/Agent: Franklin Smith

Applicant Email Address: N/A

Phone # 412-754-3522

Applicant Mailing Address: 1954 Old Dixie Hwy

City: Clyo State: Ga Zip Code: 31303

Property Owner, if different from above: N/A

Owner’s Email Address (if known): 

Phone # 412-754-3522

Owner’s Mailing Address: 

City: State: Zip Code: 

Property Location: 1900 Old Dixie Hwy Clyo, Ga. 31303

Proposed Road Access: 60 ft easement


Tax Map-Parcel # 03640-036-001 Total Acres: 5 Acres to be Rezoned: 5

Lot Characteristics: Plat attached

WATER

✓ Private Well

✓ Private Septic System

Public Water System

Public Sewer System

If public, name of supplier: 

Justification for Rezoning Amendment: Division of Property for Family

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

North South East West

Rev 05052021
1. Describe the current use of the property you wish to rezone.

   Home + Farm 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.

   2 Homes on 5 acres

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

   Home + Farm - Other smaller than 5 acres in
   area - Behind this property + across old Route

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?

   Future home site for family

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

   No

Applicant Signature: [Signature]

Date: 1-13-2022
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

March 31, 1970, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 150, page 138.

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

Owner's signature: Franklin Smith

Print Name: Franklin Smith

Owner's signature: Gail Smith

Print Name: Gail Smith

Sworn and subscribed before me this 13th day of January, 2022.

Mary Ann Brown
Notary Public, State of Georgia

Rev 05052021
WARRANTY DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM
FROM ARTIS D. RAHN TO FRANKLIN & GAIL K. SMITH

THIS INDENTURE, Made the 31st day of MARCH in the year of our Lord One Thousand Nine Hundred and SEVENTY between ARTIS D. RAHN of the FIRST PART, and FRANKLIN SMITH AND GAIL K. SMITH of the SECOND PART,

WITHNESSETH

First part, for and in consideration of the sum of ($10,000) DOLLARS and other valuable considerations, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto second part their heirs, successors and assigns, the following described property, to wit:

All that certain lot or parcel of land situate lying and being in the 11th. G. M. District, Effingham County, Georgia, containing Twenty two and four-tenths (22.4) acres, more or less, bounded on the northeast by lands of G. A. and J. L. Arndorff; on the southeast by lands of G. L. Rahn, and lands of Franklin and Gail K. Smith; on the southwest by the Old Dixie Highway, and on the northwest by The Channel of Turkey Branch, according to a map of plat of thirty three (33) acres of land made by D. M. Weitman, for A. D. Pahn, March 9, 1933, recorded in Book F, Page 519, Surveyor's Records of Effingham County, Georgia.

The southwestern 10.6 acres of the said 33 acre parcel of land having been previously conveyed by the Grantor herein to the Grantees herein.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereto belonging or in any wise appertaining unto second party their heirs, successors and assigns FOREVER IN FEES SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

IN WITNESS WHEREOF, first part Y....has hereto set his hand and seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Patricia B. Tebeau

Artis D. Rahn

(Notary Public, Effingham County, Georgia)
(Notary Public, Effingham County, Georgia)

Recorded April 6, 1970
Deputy Clerk
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: Franklin Gail Smith

Applicant/Agent Address: 1954 Old Dixie Hwy

City: Clyo State: Ga. Zip Code: 31303

Phone: 912-754-3522 Email: 

Owner’s signature: Franklin Smith Gail Smith

Print Name: Franklin Smith Gail Smith

Personally appeared before me Franklin Smith Gail Smith (Owner print)

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

Sworn and subscribed before me this 13th day of January, 2022.

Mary Anne Brown
Notary Public, State of Georgia
APPRAISAL EFFINGHAM COUNTY:
APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATION.

I. 12-12-201
ZONING ADMINISTRATOR DATE

PROPERTY SURVEY
FOR
FRANKLIN SMITH &
GAIL SMITH

LOCATED IN THE 11TH
G. M. D., EFFINGHAM
COUNTY, GEORGIA

DATE: NOVEMBER 30, 2011
BY: WARREN E. POYTHRESS
Reg. Land Surveyor #1953
991 hunters Road Sylvania, Ga.
30467 Tel. - (912) 857-3288
EQUIP: TOPCON 303 TOTAL STATION
THE FIELD DATA UPON WHICH THIS
MAP OR PLAT IS BASED HAS A
CLOSURE PRECISION OF ONE FOOT
IN 26432 FEET, AND ANGULAR
ERROR OF 06 SECONDS PER ANGLE
POINT. AFTER ADJUSTMENTS BY
THE COMPASS RULE THE FINAL PLAT
HAS BEEN CALCULATED FOR CLOSURE
AND IS FOUND TO BE ACCURATE WITH-
IN ONE FOOT IN 680688 FEET.
Item XV. 9.

surveyed 08 Nov 2021

Effingham County, Georgia

MAP & PARCEL 3640056A

FRANK & GAL SMITH

Survey for

MINOR SUBDIVISION

NOTE: SUBJECT PROPERTY IS A 2.02 ACRES, COUNTY TAX ASSESSOR'S PARCEL 6900060. 5640056A OF THE EFFINGHAM COUNTY, GEORGIA, REAL PROPERTY. 2.02 ACRES ON PARCEL 6900060. COUNTY TAX ASSESSOR'S PARCEL 6900060A OF THE EFFINGHAM COUNTY, GEORGIA. REAL PROPERTY. FOR REV. CLAIM OR INSURANCE INFORMATION.
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The Effingham County Planning Commission recommends:

APPROVAL  DISAPPROVAL

Of the rezoning request by applicant Franklin & Gail Smith—(Map # 364 Parcel# 56A) 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 – February 14, 2022
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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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Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 1, 2022

Item Description: Franklin & Gail Smith request to rezone 5 acres from AR-1 to AR-2, to allow for the creation of a home site. Located at 1900 Old Dixie Highway. Map# 364 Parcel# 56A

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5 acres from AR-1 to AR-2, to allow for the creation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicants wish to subdivide a 5-acre parcel to create a home site for a family member and, therefore, must rezone the parcel to AR-2.
- At the February 14 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 5 acres from AR-1 to AR-2, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by the Health Department and Development Services, and be recorded before the rezoning can take effect.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives
1. Approve request to rezone 5 acres from AR-1 to AR-2, with conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by the Health Department and Development Services, and be recorded before the rezoning can take effect.
2. Deny the request to rezone 5 acres from AR-1 to AR-2.

Recommended Alternative: 1

Department Review: Development Services
FUNDING: N/A

Attachments: 1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 364-56A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 364-56A

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 FRANKLIN & GAIL SMITH has filed an application to rezone five (5) +/- acres; from AR-1 to AR-2 to allow for the creation of a home site; map and parcel 364-56A, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on March 1, 2022 and notice of said hearing having been published in the Effingham County Herald on February 2, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on January 26, 2022; and

IT IS HEREBY ORDAINED THAT five (5) +/- acres; map and parcel number 364-56A, located in the 3rd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Minor subdivision plat must be approved by the Health Department and Development Services, and be recorded before the rezoning can take effect.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
    WESLEY CORBITT, CHAIRMAN

ATTEST: ____________________________
    FIRST/SECOND READING: ____________

_________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Variance (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 1, 2022

Item Description: Schel Paulk requests a variance from section 7.1.11 cul de sac, and section 7.3.1 Blocks, regarding maximum block length. Located on Courthouse Road, zoned AR-2. Map# 370 Parcel# 16B

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance from the maximum block length.

Executive Summary/Background
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
  That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- Pursuant to Appendix B – Subdivision Regulations, Article VII-Design Standards, sec. 7.1.11 cul de sac, and sec. 7.3.1, Lengths, block lengths shall not exceed 800 feet nor be less than 400 feet.
- The proposed street length in Primrose Place is ~1,100.
- There is no opportunity for stubbing out a street, as neighboring parcels on either side are already developed.
- Development potential is further limited by the presence of wetlands at the rear of the property.
- The neighboring development, Stonesthrow Plantation, is developed in a similar cul de sac design.
- At the February 14 Planning Board meeting, Brad Smith made a motion to approve the request for a variance from section 7.1.11 cul de sac, and section 7.3.1 Blocks, regarding maximum block length.
- The motion was seconded by Michael Larson, and carried unanimously.

Alternatives
1. Approve the request for a variance from section 7.1.11 cul de sac, and section 7.3.1 Blocks
2. Deny the request for a variance from section 7.1.11 cul de sac, and section 7.3.1 Blocks

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments: 1. Variance application
2. Ownership Certification
3. Deed
4. Aerial photography
ATTACHMENT A - VARIANCE APPLICATION

Application Date: 01/14/22

Applicant/Agent: Schel Paulk, Paulk Properties, Inc.

Applicant Email Address: spaulk@southernpridelawn.com

Phone #: (912) 657-3753

Applicant Mailing Address: P.O. Box 279

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: Same

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known):

Phone #

Owner’s Mailing Address:

City: State: Zip Code:

Property Location: 1887 Courthouse Rd, Springfield, GA

Name of Development/Subdivision: proposed "Primrose Place"

Present Zoning of Property AR2 Tax Map-Parcel #0370001008 Total Acres ± 12

VARIANCE REQUESTED (provide relevant section of code):

Describe why variance is needed: We are asking for the variance for road extension.

How does request meet criteria of Section 7.1.8 (see Attachment C): The lot is bound by a subdivision on the NE side; the SE and SW are bound by private property with homes and by wetlands.

Applicant Signature: Schel Paulk Date 1/14/22

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

10/29/21

on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 2738 page 865

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

Owner’s signature ____________________________

Print Name Schel Paulk, Paulk Properties, Inc.

__________________________

Owner’s signature

__________________________

Print Name

__________________________

Owner’s signature

__________________________

Print Name

Sworn and subscribed before me this ___________ day of __________, 20 __________.

Notary Public, State of Georgia ____________

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: ________________________________

Applicant/Agent Address: ________________________________

City: __________________ State: GA Zip Code: 31312

Phone: (912) 657-3753 Email: spaulk@southernpride.lawn.com

Owner’s signature ________________________________

Print Name ________________________________

Personally appeared before me __________________________ (Owner print)

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

Sworn and subscribed before me this __________ day of __________, 20 __________.

______________________________
Notary Public, State of Georgia 11/15/23
LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This Indenture made this 29th day of October, 2021, between Calvin Childers, of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Paulk Properties, Inc., 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 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 grantees,

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND, 10TH G.M. DISTRICT OF EFFINGHAM, GEORGIA, BEING CONVEYED CONTAINS A TOTAL OF 24.57 ACRES, MORE OR LESS, BEING THE REMAINDER OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

ALL that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, containing 31.58 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 11, 1986, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet A250, Slide C1, which is incorporated into this description by specific reference thereto.

This being a portion of the property conveyed by Remer R. Frawley to Remer R. Frawley and Calvin Childers as evidenced by that certain Survivorship Deed dated January 30, 2019 and recorded in Deed Book 2508, page 257, aforesaid records.

LESS AND EXCEPT that 5.01 acre portion known as Parcel 2, that was conveyed by Remer R. Frawley to W. R. Rewis and Tamara W. Rewis as evidenced by that certain Deed dated May 26, 2020, recorded in Deed Book 2629, pages 549-550, and as shown the plat of survey made by Warren E. Poythress, R.L.S. #1953, dated April 21, 2020, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 28, page 908, which is incorporated into this description by specific reference thereto.
ALSO, LESS AND EXCEPT that 2.00 acre portion that is shown and described on the plat of survey made by Warren E. Poythress, R.L.S. #1963, dated July 28, 2021, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 29, page 198, which is incorporated into this description by specific reference thereto.

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

Said property is out of property tax identification numbers of 03700-016-000 and 03700-016-000CUV.

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 warranty and forever defend the right and title to the above described property unto the said Grantee against the lawful claims and demands of all persons claiming by, through or under the above Grantor.

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

Signed, sealed and delivered this ___ day of October, 2021
in the presence of:

Cassie Dieter
Unofficial Witness

Catherine J. Jones
Notary Public

My commission expires ___ 25 25
(Notary Public Seal Affixed)

Calvin Childers (Seal)

Notary Public
PROPERTY SURVEY

FOR

NANCY C. FRAWLEY

LOCATED IN THE 10TH G.M.D., EFFINGHAM COUNTY, GEORGIA

DATE: NOV 11, 1986
BY:

W. E. POTTHOFF
R.L.S. 1953
EQUIP.: LIETZ SONDGE
FIELD E.O.C.: 1/19, 542
ANGULAR: 08°/PT.
PLAT E.O.C.: 1/18, 668

SCALE: 1" = 300'

A-250-C1

Schel Paulk, Paulk Properties, Inc.) "Primrose Place"

https://search.gsocca.org/Imaging/HTML5Viewer.aspx?Key=A250&Key2=018&Name=2-E-118
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 1, 2022

Item Description: Schel Paulk requests a variance from section 7.1.11 cul de sac, and section 7.3.1 Blocks, regarding maximum block length. Located on Courthouse Road, zoned AR-2. Map# 370 Parcel# 16B

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance from the maximum block length.

Executive Summary/Background
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
  That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- Pursuant to Appendix B – Subdivision Regulations, Article VII-Design Standards, sec. 7.1.11 cul de sac, and sec. 7.3.1, Lengths, block lengths shall not exceed 800 feet nor be less than 400 feet.
- The proposed street length in Primrose Place is ~1,100.
- There is no opportunity for stubbing out a street, as neighboring parcels on either side are already developed.
- Development potential is further limited by the presence of wetlands at the rear of the property.
- The neighboring development, Stonesthrow Plantation, is developed in a similar cul de sac design.
- At the February 14 Planning Board meeting, Brad Smith made a motion to approve the request for a variance from section 7.1.11 cul de sac, and section 7.3.1 Blocks, regarding maximum block length.
- The motion was seconded by Michael Larson, and carried unanimously.

Alternatives
1. Approve the request for a variance from section 7.1.11 cul de sac, and section 7.3.1 Blocks
2. Deny the request for a variance from section 7.1.11 cul de sac, and section 7.3.1 Blocks

Recommended Alternative: 1  Other Alternatives: 2

Department Review: Development Services  FUNDING: N/A

Attachments: 1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 370-16
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 370-16
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, SCHEL PAULK has filed an application for a variance, from the required 800’ block length; map and parcel number 370-16, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on March 1, 2022 and notice of said hearing having been published in the Effingham County Herald on February 2, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on January 26, 2022; and

IT IS HEREBY ORDAINED THAT a variance from the required 800’ block length; map and parcel number 370-16, 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: Sketch Plan (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 1, 2022

Item Description: Schel Paulk requests approval of a sketch plan for “Primrose Place”. Located on Courthouse Road, zoned AR-2. Map# 370 Parcel# 16B

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for approval of a sketch plan for “Primrose Place”, with conditions.

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

- This project will be served by private water (Water Utility Management) and individual septic systems.
- The development will consist of up to 18 (0.5 acre) lots on 19.56 acres.
- Sidewalks are required.
- At the November 5, 2021 pre-application meeting, the street length and construction were discussed.
- Staff will follow-up with a Notice to Proceed summarizing requirements and recommendations.
- At the February 14 Planning Board meeting, Brad Smith made a motion to approve a sketch plan for “Primrose Place”, with the following conditions:
  1. A variance to section 7.1.11 cul de sac, and section 7.3.1 Blocks, has been approved by the Board of Commissioners.
  2. The final lot layout is based on septic system approval by Environmental Health.

- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives
1. Approve the request for approval of a sketch plan, with the following conditions:
   1. A variance to section 7.1.11 cul de sac, and section 7.3.1 Blocks, has been approved by the Board of Commissioners.
   2. The final lot layout is based on septic system approval by Environmental Health.

2. Deny the request for approval of a sketch plan.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A

Attachments:
1. Sketch Plan application
2. Sketch Plan
3. Aerial photograph
Proposed Name of Subdivision: Primrose Place

Name of Applicant/Agent: Schel Paulk
Phone: 912-657-3753
Company Name: Paulk Properties, Inc.
Address: PO Box 279, Guyton, Ga.

Owner of Record: Same
Phone:
Address:

Engineer: Wesley Parker, Parker Engineering
Phone: 912-764-7722
Address: 36 Courtland Ave, Statesboro, GA 30458

Surveyor: Warrer Paythess
Phone:
Address: 991 Hunters Rd, Sylvania, GA 30467

Proposed water: Community
Proposed sewer: Septic

Total acreage of property: 12.5
Acreage to be divided: ½
Number of Lots Proposed: 18

Current Zoning: AR 2
Proposed Zoning: R1
Tax map - Block - Parcel No: 0370 0010 0

Are any variances requested? Yes
If so, please describe: We are asking for a variance of Lot 1 and 1 due to the lot being bound by a subdivision on the northeast side, the southeast and southwest are bordered by private property with homes and wetlands. The variance request is for a road extension.

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

This 14th day of January, 2022

[Signature]

Notary

[Signature]


Page 1 of 3
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.

**OFFICIAL USE ONLY**

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<th>Office Use</th>
<th>Applicant Use</th>
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<td><em>Echel Paulk, Paulk Properties, Inc. for &quot;Primrose Place&quot;</em></td>
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</table>

(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.  
- attached
- ✓ 5. Location map (approximately 1" = 1000′).  
- attached
- ✓ 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.  
- *(none)*
- *(none)*
- ✓ 4. Sidewalks, streets, alleys, driveways, parking areas, etc.  
- *(none)*
- ✓ 5. Existing utilities including water, sewer, electric, wells and septic tanks.  
- *(none)*
- ✓ 6. Natural or man-made watercourses and bodies of water and wetlands.
- ✓ 7. Limits of floodplain.  
- attached
- ✓ 8. Existing topography.  
- attached
- ✓ 10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment)  
- attached

(c) **Proposed Features:**
- ✓ 1. Layout of all proposed lots.  
- attached
- ✓ 2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names)  
- "Ruby Lane"
- ✓ 3. Proposed zoning and land use.  
- ✓ 4. Existing buildings and structures to remain or be removed.  
- *(none)*
- ✓ 5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.  
- *(none)*
- ✓ 6. Proposed retention/detention facilities and storm-water master plan.
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<th>7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).</th>
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<tbody>
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<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 14 day of January, 2022

Notary

11/15/20

Schel Paulek
Applicant

Owner
January 25, 2022

Mr. Schel Paulk
P.O. Box 279
Guyton, GA 31312

Ref: Water Availability

Mr. Paulk,

I am in receipt of your proposed 18-lot Primrose Place project located at 1887 Courthouse Road which is in Effingham County, GA.

This letter is to certify

a. Chatham Water Utility has water availability and can serve the 18-lots for the Primrose Place subdivision by interconnecting the proposed subdivision with our Conifer Crossing water system (Permit #CG1030095), located in Guyton, GA.

b. Chatham Water Utility, LLC Chatham Water Utility can ensure adequate drinking water to serve the above referenced lots

c. Chatham Water Utility, LLC meets and/or exceeds State Regulations for the Conifer Crossing water system located in Guyton, GA

Should you have any questions or concerns, I can be reached at ray@waterga.com or 912-721-5581.

Sincerely,

Ray Harrington
Vice President of Operations
Staff Report

Subject: Rezoning (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 1, 2022

Item Description: F. Lamar Allen requests to rezone 0.49 acres from AR-2 to AR-1 to allow for the combination of adjacent parcels. Located on Courthouse Road. Map# 390A Parcel # 5A

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 0.49 acres from AR-2 to AR-1 to allow for the combination of adjacent parcels.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The applicant wishes to combine the parcel with adjacent parcel 390-1, in order to enter the totality in to the CUVA program.
- 390A-5 is a parcel in the Clyde Road subdivision, which was approved on October 6, 2020.
- The applicant then received approval for a final plat revision, which separated the 0.49 acres from lot 5, on August 17, 2021. The plat noted that parcel 6 was to be added to 390-1, which is AR-1.
- The applicant is now requesting to rezone the 0.49 acres to AR-1 to complete the recombination.
- At the February 14 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 5 acres from AR-1 to AR-2.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve request to rezone .49 acres from AR-2 to AR-1.
2. Deny the request to rezone .49 acres from AR-2 to AR-1.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Rezoning application
2. Ownership certificate
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 01/12/2022

Applicant/Agent: Lamani Allen

Applicant Email Address: 5457 Hwy 19 N Clyo, GA 31303

Phone #: 912-656-7731

Applicant Mailing Address: 3214 Lakeview @ gmail.com

City: Clyo State: GA Zip Code: 31303

Property Owner, if different from above: Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known):

Phone #

Owner’s Mailing Address:

City: State: Zip Code:

Property Location: Courthouse Road

Proposed Road Access:


Tax Map-Parcel # 390A-05A Total Acres: 0.49 Acres to be Rezoned: 0.49

Lot Characteristics:

WATER No well

SEWER No Sewer

____ Private Well

____ Private Septic System

____ Public Water System

____ Public Sewer System

If public, name of supplier:

Justification for Rezoning Amendment: The owner purchased this 0.37 acre tract which is AR-1 # is in CMA.

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

North _______ South _______ East AR-1 _______ West AR-1

Rev 05052021
1. Describe the current use of the property you wish to rezone.
   Property is only 0.49 acres & was purchased to add to existing property. The 0.49 acres is between courthouse & our property. Seller had no use for this small acreage & it provides road access to our property.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   No, too small of acreage for any usable property.

3. Describe the use that you propose to make of the land after rezoning.
   The 0.49 acres will be added to my existing property of 96+ acres. This will close the narrow strip of tax house bank of my property.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   The existing property is timber 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?
   The current property of 0.49 acres is of little or no use due to size. By rezoning, it will allow to be combined with existing property.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   NO

Applicant Signature: F. Sonner Otter Date 1/1/2022
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date December 29, 2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2753 page 1682.

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

Owner’s signature  

Print Name F. Lamar Allen

Owner’s signature  

Print Name  

Owner’s signature  

Print Name  

Sworn and subscribed before me this 13 day of Jan 2022.

Elizabeth Neidlinger  
Notary Public, State of Georgia

Rev 05052021
Item XV. 14.

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 24th day of December, 2021 between JAG OF EFFINGHAM COUNTY, LLC, a Limited Liability Company organized and existing under the Laws of the State of Georgia, of the FIRST PART, and P. LAMAR ALLEN of the SECOND PART,

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

ALL that certain tract or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing Ninety-Six and Forty-Two hundredths (96.42) acres, more or less, and being designated as Parcel One (1) as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the North by lands of John Charles Unlimited, LLC; on the East-Southeast by Parcel Two (2), being lands of Thomas G. Allen and by lands of Shirley B. Palmer Estate; on the South by lands of Nettles, by lands of Newton and by lands of Paulik; on the West-Northwest by Courthouse Road.

Express reference is hereby made to the plat of said lands made by Warren E. Peythress, R.L.S. #1953, dated November 28, 2021 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 29, Page 230, for better determining the metes and bounds of said lands herein conveyed.

SUBJECT, to restrictive covenants and easements of record.

SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.

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

IN WITNESS WHEREOF, FIRST PARTY has caused this QUITCLAIM deed to be duly executed by its appropriate officers thereto duly authorized, its corporate seal affixed and delivered these presents the day and year first above written.

JAG OF EFFINGHAM COUNTY, LLC

By: [SEAL]
P. LAMAR ALLEN, Managing Member

By: [SEAL]
BETTY A. SIKES, Managing Member

By: [SEAL]
THOMAS G. ALLEN, Managing Member

Signed, sealed and delivered

In the presence of:

Unofficial Witness

Official Witness - Notary Public
SURVEYOR'S CERTIFICATION

As required by subsection(s) of O.C.G.A. Section 12-5-57, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidence by approval certificate, signatures, stamps or statements hereon. Such approval or affirmation should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property survey in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 12-5-87.

Warren E. Poitress, Registered
Land Surveyor, No. 1953
Date 6-20-21

PROPERTY SURVEY
FOR
HERSCHEL PAULK JR.

LOCATION PARCEL 5, S. D. CLYDE SUBDIVISION,
10TH G. M. D., EFFINGHAM COUNTY, GEORGIA
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 F. Lamar Allen – (Map # 390A Parcel# 5A) from AR-2 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 – February 14, 2022
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 F. Lamar Allen – (Map # 390A Parcel# 5A ) from AR-2 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 reasonable economic use under existing zoning?

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

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

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

Yes ☒  8. Do other conditions affect the property so as to support a decision against the proposal?
EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL______ DISAPPROVAL______

Of the rezoning request by applicant F. Lamar Allen – (Map # 390A Parcel# 5A) from AR-2 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?
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 F. Lamar Allen – (Map # 390A Parcel# 5A) from AR-2 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?

Planning Board Meeting – February 14, 2022
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 F. Lamar Allen – (Map # 390A Parcel# 5A ) from AR-2 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?
Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 1, 2022
Item Description: F. Lamar Allen requests to rezone 0.49 acres from AR-2 to AR-1 to allow for the combination of adjacent parcels. Located on Courthouse Road. Map# 390A Parcel # 5A

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 0.49 acres from AR-2 to AR-1 to allow for the combination of adjacent parcels.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The applicant wishes to combine the parcel with adjacent parcel 390-1, in order to enter the totality in to the CUVA program.
- 390A-5 is a parcel in the Clyde Road subdivision, which was approved on October 6, 2020.
- The applicant then received approval for a final plat revision, which separated the 0.49 acres from lot 5, on August 17, 2021. The plat noted that parcel 6 was to be added to 390-1, which is AR-1.
- The applicant is now requesting to rezone the 0.49 acres to AR-1 to complete the recombination.
- At the February 14 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 5 acres from AR-1 to AR-2.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve request to rezone .49 acres from AR-2 to AR-1.
2. Deny the request to rezone .49 acres from AR-2 to AR-1.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments: 1. Zoning Map Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
390A-5A
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
390A-5A

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS F. LAMAR ALLEN has filed an application to rezone forty-nine hundredth (.49) +/- acres; from AR-2 to AR-1 to allow for the combination of adjacent parcels; map and parcel 390A-5A, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on March 1, 2022 and notice of said hearing having been published in the Effingham County Herald on February 2, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on January 26, 2022; and

IT IS HEREBY ORDAINED THAT forty-nine hundredth (.49) +/- acres; map and parcel number 390A-5A, located in the 4th commissioner district is rezoned from AR-2 to AR-1.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: __________________________
FIRST/SECOND READING: ______________

_________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Variance (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 1, 2022

Item Description: Wesley R. Neurath requests a variance from section 6.2.12.1, to waive the restriction that a private, unpaved road may serve no more than three lots. Located on Nellie Road, zoned AR-1, proposed zoning AR-2. Map# 461 Parcel# 27

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance to waive the restriction that a private, unpaved road may serve no more than three lots.

Executive Summary/Background
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  
  * That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and

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

- The division of this parcel will create a 4th lot being served by a private, unpaved road.
- The applicant is unable to relocate the proposed easement to the opposite side of the lot due to the presence of wetlands. In addition, placement of the easement further to the interior of the lot would reduce buildable area, and make the lot undevelopable.
- At the February 14 Planning Board meeting, Peter Higgins made a motion to approve the request for a variance from section 6.2.12.1, to waive the restriction that a private, unpaved road may serve no more than three lots.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request for a variance from section 6.2.12.1, to waive the restriction that a private, unpaved road may serve no more than three lots.
2. Deny the request for a variance from section 6.2.12.1.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Variance application
2. Ownership Certification
3. Deed
4. Aerial photography
ATTACHMENT A - VARIANCE APPLICATION

Application Date: 1/6/2022

Applicant/Agent: Wesley R. Neurath

Applicant Email Address: wvneurath@windstream.net

Phone # 912-607-8558

Applicant Mailing Address: 161 Nellie Road

City: Rincon State: GA Zip Code: 31326

Property Owner, if different from above: ________________________________

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): ____________________________________________________________________________

Owner's Phone #: _______________________________________________________________________________________

Owner’s Mailing Address: SBA

City: __________________________ State: ______________ Zip Code: ____________

Property Location: __________________________

Name of Development/Subdivision: __________________________

Present Zoning of Property: 5.5 Tax Map-Parcel # 461-27 Total Acres 5.5

VARIANCE REQUESTED (provide relevant section of code): __________________________

Describe why variance is needed: creating home site for son. Easement currently serves 3 parcels

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

Applicant Signature: Wesley R. Neurath Date 01-06-2022
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 9/28/2001, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 752 page 064.

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

Owner's signature

Print Name Wesley R Neuworth

Owner's signature

Print Name

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 6th day of January, 2022.

Kathleen Erin Dunnigan
Notary Public, State of Georgia

Rev 05052021
RETURN TO:
EDWARD REDDICK
ATTORNEY AT LAW
P.O. BOX 129
SPRINGFIELD, GA 31329

STATE OF GEORGIA

EDWARD REDDICK
ATTORNEY AT LAW
P. O. BOX 395
SPRINGFIELD, GEORGIA 31329

RETURN TO:
EDWARD REDDICK
ATTORNEY AT LAW
P. O. BOX 395
SPRINGFIELD, GA 31329

01 OCT - 1 AM 9:13
066

ELEONORE Z. HURLEY
CLERK E.G.S.C.

EDWARD REDDICK
ATTORNEY AT LAW
P. O. BOX 395
SPRINGFIELD, GEORGIA 31329

THIS INDENTURE, Made the ___ day of September, 2001, between LU NEIL E. NEURATH of the FIRST PART, and WESLEY R. NEURATH and VICTORIA S. NEURATH of the SECOND PART,

WITNESSETH, That the said part of the FIRST PARTY, for and in consideration of the natural love and affection she has for her son and daughter-in-law, the said SECOND PARTIES herein, has granted, given, conveyed and confirmed and by these presents does grant, give, convey and confirm unto the said parties of the SECOND PART, their heirs and assigns, all of the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing Eleven and One-half (11 1/2) acres, more or less, and being bounded on the north by Olin O. Dorsey, by lands of Turner and by Tract 1; on the east by Tract 2 and by lands of Olin C. Exley; on the southeast by County Road #227 and on the west by the Rincon Stillwell Road.

Express reference is hereby made to the plat of said lands made by Harold R. Johnson, R.L.S. #1137 dated August 31, 2001 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 193A, for better determining the metes and bounds of said lands herein conveyed.

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

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

Lu Neil E. Neurath
(SEAL)

Lu Neil E. Neurath

Signed, sealed and delivered in the presence of:

R.L. Edwards
Unofficial Witness

R. Elmore Reddick
Notary Public
Date: 9/28/01

Notary Public
EFG.HAM COUNTY, GA
Staff Report

**Subject:** 2nd Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** March 1, 2022  
**Item Description:** Wesley R. Neurath requests a variance from section 6.2.12.1, to waive the restriction that a private, unpaved road may serve no more than three lots. Located on Nellie Road, zoned AR-1, proposed zoning AR-2. Map# 461 Parcel# 27

**Summary Recommendation**  
Staff has reviewed the application, and recommends approval of the request for a variance to waive the restriction that a private, unpaved road may serve no more than three lots.

**Executive Summary/Background**

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  
  *That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*

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

- The division of this parcel will create a 4th lot being served by a private, unpaved road.
- The applicant is unable to relocate the proposed easement to the opposite side of the lot due to the presence of wetlands. In addition, placement of the easement further to the interior of the lot would reduce buildable area, and make the lot undevelopable.
- At the February 14 Planning Board meeting, Peter Higgins made a motion to approve the request for a variance from section 6.2.12.1, to waive the restriction that a private, unpaved road may serve no more than three lots.
- The motion was seconded by Alan Zipperer, and carried unanimously.

**Alternatives**

1. **Approve** the request for a variance from section 6.2.12.1, to waive the restriction that a private, unpaved road may serve no more than three lots.
2. **Deny** the request for a variance from section 6.2.12.1.

**Recommended Alternative:**  

**Other Alternatives:**  

**Department Review:** Development Services  
**FUNDING:** N/A

**Attachments:**  
1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
461-27
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
461-27

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 R. NEURATH has filed an application for a variance, to waive the restriction that a private, unpaved road may serve no more than three lots; map and parcel number 461-27, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on March 1, 2022 and notice of said hearing having been published in the Effingham County Herald on February 2, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on January 26, 2022; and

IT IS HEREBY ORDAINED THAT a variance to waive the restriction that a private, unpaved road serve no more than three lots; map and parcel number 461-27, located in the 5th 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 (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 1, 2022

Item Description: Wesley R. Neurath requests to rezone 5.5 acres from AR-1 to AR-2, to allow for the creation of a home site. Located on Nellie Road. Map# 461 Parcel# 27

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5.5 acres from AR-1 to AR-2, to allow for the creation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to divide the 5.5-acre property in order to create a home site for a family member.
- Since neither proposed lot meets the 5-acre minimum for a conforming AR-1 lot, the entire 5.5 acres must be rezoned.
- At the February 14 Planning Board meeting, Peter Higgins made a motion to approve the request to rezone 5.5 acres from AR-1 to AR-2, with the following conditions:
  1. A variance from section 6.2.12.1, to waive the restriction that a private, unpaved road may serve no more than three lots has been approved by the Board of Commissioners.
  2. The lots shall meet the requirements of the AR-2 zoning district.
  3. Minor subdivision plat must be approved by the Health Department and Development Services, and be recorded before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. **Approve** the request to rezone 5.5 acres from AR-1 to AR-2, with the following conditions:
   1. A variance from section 6.2.12.1, to waive the restriction that a private, unpaved road may serve no more than three lots has been approved by the Board of Commissioners.
   2. The lots shall meet the requirements of the AR-2 zoning district.
   3. Minor subdivision plat must be approved by the Health Department and Development Services, and be recorded before the rezoning can take effect.

2. **Deny** the request to rezone 5.5 acres from AR-1 to AR-2.

Recommended Alternative: 1  
Other Alternatives: 2

Department Review: Development Services  
FUNDING: N/A

Attachments:  
1. Rezoning application  
2. Ownership certificate  
3. Deed  
4. Aerial photograph
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 1-6-22

Applicant/Agent: Wesley B. Neurath
Applicant Email Address: Wvneurath@windstream.net
Phone #: 912-667-8558

Applicant Mailing Address: 1601 Nellie Road
City: Rincon State: GA Zip Code: 31326

Property Owner, if different from above: 
Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): 
Phone # 

Owner’s Mailing Address: 
City: State: Zip Code: 

Property Location: Nellie Road
Proposed Road Access: Nellie Road

Present Zoning of Property: 5-50 AR-1 Proposed Zoning: 3-00 AR-2

Tax Map-Parcel #: 401-27
Total Acres: 5.50 Acres to be Rezoned: 3.5.5

Lot Characteristics: 

WATER
☑ Private Well
☐ Public Water System

SEWER
☑ Private Septic System
☐ Public Sewer System

If public, name of supplier: 

Justification for Rezoning Amendment: Land gift to Son

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

North South East West

Rev 05052021
1. Describe the current use of the property you wish to rezone.

Wooded area, unused

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

Livable, taxable land

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

Home dwelling

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

Wooded area

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?

Possible neighbors

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

None

Applicant Signature: [Signature]
Date: 01-06-2022
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

9/28/2001

on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 753 page 060.

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

Owner’s signature: Wesley R Neary

Print Name: Wesley R Neary

Owner’s signature:

Print Name:

Owner’s signature:

Print Name:

Sworn and subscribed before me this 6th day of January, 2020.

Kathleen Erin Dunnigan
Notary Public, State of Georgia

Rev 05052021
RETURN TO:
EDWARD REDDICK
ATTORNEY AT LAW
P.O. BOX 385 — 706 N. PINE STREET
SPRINGFIELD, GEORGIA 31329

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SPRINGFIELD, GEORGIA 31329

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 26th day of September, 2001, between LU NEIL E. NEURATH of the FIRST PART, and WESLEY R. NEURATH and VICTORIA S. NEURATH of the SECOND PART;

WITNESSETH, That the said part of the FIRST PARTY, for and in consideration of the natural love and affection she has for her son and daughter-in-law, the said SECOND PARTIES herein, has granted, given, conveyed and confirmed and by these presents does grant, give, convey and confirm unto the said parties of the SECOND PART, their heirs and assigns, all of the following described property, to wit:

ALL that certain tract or parcel of land situate, lying and being in the 9th GM. District of Effingham County, Georgia, containing Eleven and One-half (11 1/2) acres, more or less, and being bounded on the north by Olin O. Dominy, by lands of Turner and by Tract 1; on the east by Tract 2; and by lands of Olan C. Edley; on the southeast by County Road #227 and on the west by the Rincon Stillwell Road.

Express reference is hereby made to the plat of said lands made by Harold R. Johnson, R.L.S. #1137 dated August 31, 2001 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 195-A, for better determining the metes and bounds of said lands herein conveyed.

TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and be of the said parties of the SECOND PART, their heirs, executors, administrators and assigns, in FEI-SIMPLE.

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

[Seal]
LU NEIL E. NEURATH

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
Date: 9-28-01

EDWARD REDDICK JR.
NOTARY PUBLIC
EFFINGHAM COUNTY GA
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 R. Neurath — (Map # 461 Parcel# 27) 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 – February 14, 2022
EFFINGHAM COUNTY REZONING CHECKLIST

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APPROVAL X DISAPPROVAL 

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Planning Board Meeting – February 14, 2022

2/14/22
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Yes \(\checkmark\)  No \(\checkmark\)? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes \(\checkmark\)  No \(\checkmark\)? 7. Are nearby residents opposed to the proposed zoning change?

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

Planning Board Meeting – February 14, 2022
EFFINGHAM COUNTY REZONING CHECKLIST

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Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 1, 2022

Item Description: Wesley R. Neurath requests to rezone 5.5 acres from AR-1 to AR-2, to allow for the creation of a home site. Located on Nellie Road. Map# 461 Parcel# 27

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5.5 acres from AR-1 to AR-2, to allow for the creation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to divide the 5.5-acre property in order to create a home site for a family member.
- Since neither proposed lot meets the 5-acre minimum for a conforming AR-1 lot, the entire 5.5 acres must be rezoned.
- At the February 14 Planning Board meeting, Peter Higgins made a motion to approve the request to rezone 5.5 acres from AR-1 to AR-2, with the following conditions:
  1. A variance from section 6.2.12.1, to waive the restriction that a private, unpaved road may serve no more than three lots has been approved by the Board of Commissioners.
  2. The lots shall meet the requirements of the AR-2 zoning district.
  3. Minor subdivision plat must be approved by the Health Department and Development Services, and be recorded before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve the request to rezone 5.5 acres from AR-1 to AR-2, with the following conditions:
   1. A variance from section 6.2.12.1, to waive the restriction that a private, unpaved road may serve no more than three lots has been approved by the Board of Commissioners.
   2. The lots shall meet the requirements of the AR-2 zoning district.
   3. Minor subdivision plat must be approved by the Health Department and Development Services, and be recorded before the rezoning can take effect.

2. Deny the request to rezone 5.5 acres from AR-1 to AR-2.

Recommended Alternative: 1  Other Alternatives: 2

Department Review: Development Services  FUNDING: N/A

Attachments: 1. Zoning Map Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 461-27
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 461-27

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 R. NEURATH has filed an application to rezone five and fifty hundredth (5.5) +/- acres; from AR-1 to AR-2 to allow for the creation of a home site; map and parcel 461-27, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on March 1, 2022 and notice of said hearing having been published in the Effingham County Herald on February 2, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on January 26, 2022; and

IT IS HEREBY ORDAINED THAT five and fifty hundredth (5.5) +/- acres; map and parcel number 5.5, located in the 5th commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. A variance from section 6.2.12.1, to waive the restriction that a private, unpaved road may serve no more than three lots has been approved by the Board of Commissioners.
2. The lots shall meet the requirements of the AR-2 zoning district.
3. Minor subdivision plat must be approved by the Health Department and Development Services, and be recorded before the rezoning can take effect.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: __________________________
FIRST/SECOND READING: _____________

__________________________
STEPHANIE JOHNSON
COUNTY CLERK