1. November 17, 2020 Meeting Agenda
   Documents:
   
   00-11172020AGENDA.PDF

1.1. November 17, 2020 Final Agenda
   Documents:
   
   11172020AGENDA_FINAL.PDF

2. November 17, 2020 Agenda Material
   Documents:
   
   11172020 AGENDA MATERIAL.PDF
The Georgia Conflict of Interest in Zoning Action Statue (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

**PLEASE TURN OFF YOUR CELL PHONE**

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<tr>
<th>Items of Business</th>
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<tbody>
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<td>5:00 P.M.</td>
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<td>II Invocation</td>
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<td>V  Minutes</td>
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<td>Consideration to approve the addition of the position of Assistant County Manager to the 2020-2021 Budget</td>
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*(TENTATIVE) COMMISSION MEETING AGENDA*  
Effingham County Administrative Complex  
Commission Meeting Chambers  
601 North Laurel Street, Springfield GA 31329  
**November 17, 2020 – 5:00 PM**  
(Also aired via teleconference  
Dial - 1-650-419-1505 Access Code – 106822973)

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<td><strong>Tim Callanan</strong></td>
<td>Consideration to approve a Quote from Bath Branch Augusta, LLC for stream mitigation credits related to the Effingham Parkway</td>
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<td>Item</td>
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<td><strong>06 Second Reading</strong></td>
<td>Consideration to approve the Second Reading of an application by <strong>Simcoe Investment Group – Clay Price</strong> as agent for <strong>Knipher Land Management</strong> to rezone 42.60 acres located on Bluejay Road, at McCall Road from AR-1 to R-6 for development of a 123-lot subdivision Map# 432 Parcel# 48 in the Second District</td>
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<td><strong>07 Sketch Plan</strong></td>
<td>The Planning Board recommends approving an application by <strong>Simcoe Investment Group – Clay Price</strong> as agent for <strong>Knipher Land Management</strong> for a Sketch Plan for a 123 lot subdivision located on Blue Jay Road Map# 432 Parcel# 48</td>
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<td><strong>08 Public Hearing</strong></td>
<td>The Planning Board recommends approving an application by <strong>Clayton &amp; Danielle Laird</strong> to rezone 1.83 acres located at 7996 Highway 17 North from AR-1 to AR-2 Map# 208 Parcel# 14 in the Third District</td>
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<td>The Planning Board recommends approving an application by <strong>Brenda N. Horton</strong> to rezone 2.66 acres located on Old Louisville Road from AR-2 to AR-1 Map# 271 Parcel# 6 in Third District</td>
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<td>The Planning Board recommends approving an application by <strong>Joseph Bouchard</strong> as agent for <strong>Tim &amp; Sheri Goros</strong> for a Conditional Use located on Watts Road, near Floyd Avenue to establish a firearms range Map# 296 Parcel# 11 in the Third District</td>
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</tr>
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<td><strong>13 Second Reading</strong></td>
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<td><strong>15 Second Reading</strong></td>
<td>Consideration to approve the Second Reading of an application by <strong>Michael Devoe</strong> for a Conditional Use located at 1450 Arnsdorff Loop to establish a firearms training center Map# 362 Parcel# 11 in the Third District</td>
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<td><strong>16 Public Hearing</strong></td>
<td>The Planning Board recommends approving an application by <strong>Christian Hale</strong> for a Variance located at 1173 Highway 21 North from the required building setbacks to allow for the replacement of a dwelling Map# 366 Parcel# 40 in the Third District</td>
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<td><strong>17 Second Reading</strong></td>
<td>Consideration to approve the Second Reading of an application by <strong>Christian Hale</strong> for a Variance located at 1173 Highway 21 North from the required building setbacks to allow for the replacement of a dwelling Map# 366 Parcel# 40 in the Third District</td>
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<td><strong>18 Public Hearing</strong></td>
<td>The Planning Board recommends approving an application by <strong>Oleg Mitnik</strong> to rezone 21.96 out of 27.76 acres located at 140 Commerce Court from B-3 to I-1 (Heavy Industrial – Junkyard) to bring current property use into compliance Map# 466C Parcel# 1-3 in the Fifth District</td>
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<td><strong>19 Second Reading</strong></td>
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## (FINAL) COMMISSION MEETING AGENDA

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**Commission Meeting Chambers**
**601 North Laurel Street, Springfield GA 31329**
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### 04 Second Reading

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### X New Business

#### 01 Contract

**Vicki Dunn**

Consideration to approve Contract 21-14-001 with Evergreen Solutions LLC for a classification and compensation study for Effingham County.

### 02 Application

**Christy Carpenter**

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**Alison Bruton**

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**Tim Callanan**

**Kristen Achtziger**

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**Tim Callanan**

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**2020-2021 Budget**

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XV Adjournment 7:11 pm

**Members Present:**
Wesley Corbitt
Forrest Floyd
Roger Burdette
Jamie Deloach
Reginald Loper

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

**PLEASE TURN OFF YOUR CELL PHONE**

<table>
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<tr>
<th>Items of Business</th>
<th>Action Requested of Commissioners</th>
<th>Previous Action of Commissioners</th>
<th>Action Taken</th>
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<tbody>
<tr>
<td>I Call to Order</td>
<td>5:00 P.M.</td>
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<td>II Invocation</td>
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<td>III Pledge to the American Flag</td>
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<td>IV Agenda Approval</td>
<td>Consideration of a Resolution to approve the agenda</td>
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<tr>
<td>V Minutes</td>
<td>Consideration to approve the November 3, 2020 regular Commission meeting minutes</td>
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<tr>
<td>VI Public Comments</td>
<td>Agenda Items ONLY</td>
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<td>VII Correspondence</td>
<td>Documents from this meeting are located in the Clerk’s office and on the Board of Commissioner’s website</td>
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<td>VIII Consent Agenda</td>
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<td>01 Agreement</td>
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<td>IX Old Business</td>
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<td>Consideration to approve the Second Reading of an application by <strong>Chad Zipperer</strong> to rezone 15 acres out of a 107.64 acre parcel located on Hodgeville Road from AR-1 to B-3 for future development Map# 417 Parcel# 1 in the Second District</td>
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<td><strong>XII Executive Session</strong></td>
<td>Discussion of Personnel, Property and Pending Litigation</td>
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<td>No minutes to be approved</td>
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Staff Report

Subject: Consideration to approve continuation of the license agreement with Verizon Wireless for site 133745 (Rincon).
Author: Alison Bruton, Purchasing Agent; Clint Hodges, EEMA Director & Fire Chief
Department: Purchasing, EEMA & Fire
Meeting Date: 11-17-2020
Item Description: License Agreement with Verizon Wireless for Tower Use

Summary Recommendation: Approval to renew.

Executive Summary/Background:
- The County currently has a license agreement in place with Verizon Wireless which allows co-location of radio antennas. The terms of the agreement are December 2010 to December 2015 with four additional five year renewals unless otherwise cancelled.
- The county owns, operates and maintains its own equipment.
- There are no payments to Verizon.
- The radio frequencies used are already identified and coordinated with Verizon.
- The agreement can be terminated with 90 days written notice with or without cause.
- The Fire Chief has indicated he would like the agreement to continue.
- The County attorney has previously reviewed and approved the agreement.

Alternatives for Commission to Consider
1. Board approval to allow the license agreement with Verizon Wireless for site ID 133745 to continue until the next renewal date of December 2025.
2. Cancel the agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: EEMA, Fire.
Funding Source: N/A
Attachments:

1. Fully Executed License Agreement
LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made the 10th day of December 2020, between Verizon Wireless of the East LP d/b/a Verizon Wireless, a Delaware limited partnership, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter called Licensor, and Effingham board of Comm., with its principal office at 601 N. Laurel Street, Springfield, Georgia 31329 hereinafter called Licensee.

WITNESSETH:

That in consideration of the terms, provisions, conditions, covenants and agreements herein set forth, Licensor does hereby grant unto Licensee that certain parcel of property (hereinafter called Property), Tower Identifier Rincon (aka Hwy 21)/ 133745, located at State Hwy 21, Rincon, Effingham County, Georgia, and being described as all that certain tract, lot, or parcel of land being, lying and situate in the 9th G.M. District, Effingham County Georgia, containing 7.99 acres, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, Georgia State Hwy 21 to the demised premises, said Property and right-of-way for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. Also, Licensor grants to Licensee a license to place antennas on Licensor's communications facility and to place equipment cabinet(s) outside Licensor's building as shown on attached Exhibit "B" hereto and made a part hereof, hereinafter called the "Premises". This License Agreement shall be subject to the following terms and conditions:

1. This License Agreement shall be for a term of five (5) years commencing on the first (1st) day of the month in which the Agreement is executed by both parties.

2. Licensee may have the option to extend this license for four (4) additional five (5) year terms by giving Licensor written notice of its intention to do so at least six (6) months prior to the end of the then current term.

3. (Intentionally omitted)

4. Licensee's equipment shall be purchased, installed and maintained, at the expense of Licensee, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities and Licensee shall defend, indemnify and save Licensor harmless from any claims or suits arising by reason of Licensee's failure to so keep and maintain its equipment or to comply with such laws, rules or regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Licensee's equipment.

Licensee represents that it shall use its best efforts to obtain all certificates, permits or other governmental approvals
required by any federal, state or local authorities in order to enable it to operate its equipment. Upon request from the Licensor, Licensee shall provide to Licensor reasonable information concerning the status of Licensee's efforts to obtain such certificates, permits or approvals. Further, in connection with obtaining of such certificates, permits or approvals, Licensee shall have no authority to make any representations on behalf of the Licensor or to indicate that the Licensee is acting on behalf of the Licensor, without the express written approval of the Licensor. Licensee shall defend, indemnify and hold harmless the Licensor from and against any and all claims, suits or damages arising out of any action taken by the Licensee in violation or contradiction of the preceding sentence.

5. Licensee shall defend, indemnify and save harmless Licensor from and against any and all claims and suits (and all costs and expenses incidental thereto, including attorney's fees) for damages arising by reason of any injury or death to any person or persons, or damage to property of Licensor or other person or persons, where such injuries, losses or damage have been caused by any act or omission of Licensee, its agents, or employees at or around the Premises or by virtue of the Licensee's occupancy of the Premises.

6. No indemnity of Licensor under this Agreement against liability for damages arising out of bodily injury to persons or damage to property shall apply to any such injury or damage caused by or resulting from the sole negligence of Licensor, its agents or employees.

7. Licensee shall, at Licensee's sole cost and expense, comply with all of the requirements of the county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereinafter be in force and shall defend, indemnify, and save harmless Licensor from any claims or suits arising by reason of Licensee's failure to comply with such requirements.

8. Licensee shall pay as an additional fee any increase in real estate taxes levied against the Licensor or its property which is directly attributable to the improvements constructed for or by Licensee. Any tax, assessment, levy, charge, fee or license imposed or required by reason of or in connection with property ownership or lease by Licensor, with regard to the premises, shall be paid in full by the Licensor. Any tax, assessment, levy, charge, fee, or license required by reason of the use of the premises by Licensee shall be paid in full by Licensee.

9. It is understood and agreed by and between the parties hereto that Licensee's equipment shall, unless otherwise agreed in writing, remain the personal property of Licensee and Licensee shall have the privilege and right to remove the same at any time during the term of this License Agreement provided that in the sole opinion of Licensor, the Premises and any personal property and fixtures thereon are returned to as good condition as they were prior to the installation of Licensee's equipment, reasonable wear and tear excepted.

10. Licensee agrees not to damage the Premises or any personal property or fixtures thereon in any way. Licensee shall be
responsible and liable for any such damages.

11. It is agreed that any fixtures, structures, signs, or other improvements placed upon the Premises by Licensee may only be so placed with the express written approval of Licensor.

12. Licensee agrees that its equipment shall not cause interference to the use or enjoyment of the property of Licensor and other licensees located at the Premises or neighboring landowners including, but not necessarily limited to interference with radio communication facilities. In the event that Licensee's equipment causes such interference to such use or enjoyment, Licensee agrees immediately to cease operations until such interference is removed by Licensee, at its sole expense.

13. Licensee agrees to relocate Licensee's equipment in the event that the Licensor deems it necessary to use the space for Licensor, subsidiary, partner or affiliated entity's own purpose. The site of such relocation shall be by mutual agreement in writing between the Licensor and Licensee. In the event the Licensor and Licensee cannot agree upon the site for the relocation, the Licensor shall have the right to terminate this Agreement.

14. So long as Licensee is not in default, Licensee shall remove its equipment, as well as its fixtures, structures, signs or other improvements, if any, placed upon the Premises, upon the expiration of the term of this License Agreement or the termination hereof, whichever first occurs, unless the parties otherwise expressly agree in writing. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of such equipment, fixtures, signs or other improvements, reasonable wear and tear excepted, as determined in the sole opinion of Licensor. If Licensee fails to remove such equipment, fixtures, signs or other equipment within thirty (30) days of the expiration of this License Agreement, Licensor may remove and dispose of such equipment, fixtures, signs or other improvements without any liability or responsibility to the Licensee and the Licensee shall be responsible to the Licensor for all costs and expenses, including reasonable attorneys fees incurred by the Licensee with respect to such disposition.

15. It is further understood and agreed the Licensor must approve of, in writing, all contractors and personnel chosen by Licensee to install, maintain and operate the equipment and that Licensee's maintenance and operation of its system will in no way damage or interfere with the Licensor's use of the tower, antennas and appurtenances.

16. All installations and operation in connection with this License by Licensee shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Under this License, the Licensor assumes no responsibility for the licensing, operation, and/or maintenance of Licensee's radio equipment.
17. The Licensor shall not be liable for injury or damage to any person or property occurring within or on the licensed property unless caused by or resulting from the sole negligence of the Licensor, its servants, agents or employees.

18. Installation and maintenance of the Licensee's equipment shall have the Licensor's prior written approval and shall be in accordance with the standards and requirements of the Licensor, and shall be done under the Licensor's supervision and shall be subject to Licensor's final written approval. The supervision, approval and other activities of Licensor under this Paragraph however, shall not constitute the waiver of any term or condition of this License Agreement. Scheduling of any and all work will be coordinated with the Licensor. Any future maintenance involving antennas and transmissions must be coordinated with Licensor within a reasonable time not less than forty-eight (48) hours prior to work being done. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion. Any inspection or approval given or done by the Licensor pursuant to this Agreement is solely for its own benefit. The Licensor shall have no liability or responsibility to the Licensee or any third party as a result of any inspection or approval given by the Licensor and the Licensee should not rely upon the same other than for the specific purposes set forth herein.

Licensee shall comply with all specifications with regard to construction, radio frequency and installation on Licensor's tower as outlined in Exhibit "C" attached hereto and made a part hereof.

19. All of Licensee's equipment mounted on the tower must be attached securely to the tower with approved mounts, hangers, and clamps as directed by the Licensor. All cables and wires entering or exiting equipment buildings must do so in a manner approved by the Licensor. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion.

20. At the time of the execution of this License Agreement, Licensee will provide to Licensor a copy of the Federal Communications Commission (F.C.C.) license authorizing the operation of Licensee's equipment.

21. Licensee will provide to Licensor a statement setting forth the manufacturer and model of the equipment to be installed on the premises at the time of execution of this License Agreement.

22. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. Licensee shall, at Licensee's own expense, carry liability insurance approved by Licensor which shall protect
Licensor and Licensee jointly and severally from any suit, claim, or action which may arise from accident or injury to any person (including death) or including any extension hereof. Such insurance shall also protect Licensor from any suit, claim or action which may arise from Licensee's liability for damages to Licensor. Licensor and Licensee shall each be listed as named insured on such liability insurance policy. An approved certificate of such insurance shall be furnished to Licensor. Licensee shall be deemed to have complied with Licensor's requirement as to monetary limits if they carry the following insurance:

- **Bodily Injury**
  - $2,000,000
  - $2,000,000

- **Property Damage**
  - $1,000,000
  - $1,000,000

23. Licensor may at its sole discretion, supply Licensee with keys or security devices or codes for accessing the Premises. If Licensor makes any such keys or security devices available to Licensee, Licensee shall not duplicate or disclose such keys or security devices or codes and shall prevent its employees, agents, or representative from duplicating any keys or security devices or codes. Failure to comply with the terms and conditions of this paragraph shall cause for immediate termination of this License Agreement by Licensor, at its sole discretion.

24. Licensee will provide to Licensor on or before the effective date of this License Agreement, a list of all personnel authorized by Licensee to have access to its equipment, and will update such list as soon as reasonably practicable, upon a change in such personnel, provided, however, that any personnel not on such list may not enter upon the Premises.

25. If the Premises should be deserted or vacated by the Licensee or if proceedings are commenced against the Licensee in any court under a Bankruptcy Act or for the appointment of a Trustee or a Receiver of the Licensee's property, the Licensor may immediately terminate the Agreement. Further, Licensor may terminate this License Agreement upon written notice to Licensee of a breach or default and, except where immediate termination is provided for under this License Agreement, after affording Licensee a period of thirty (30) days in the event of non-monetary default and ten (10) days in the event of monetary default from the date of Licensee's receipt of such notice (unless expressly extended in writing by the Licensor) to correct the breach of default. Additionally, if this License Agreement is terminated, the Licensor shall have the right to reenter or repossess the Premises licensed to the Licensee, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove the Licensee from the Premises without being liable therefore. The Licensee waives service of notice of intention to re-enter or of instituting legal proceedings to that end.

26. Either party may terminate this License Agreement upon ninety (90) days written notice with or without cause to the other party.
27. The failure of either party to enforce any terms or conditions of this License Agreement shall not constitute a waiver of the same or other terms and condition or otherwise prevent or preclude such party from exercising the rights or remedies hereunder, at law or in equity.

28. This License Agreement shall not create for, nor give to, any third party any claim or right of action against either party that would not arise in the absence of this License Agreement.

29. Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.

30. This License Agreement grants a license only, revocable or terminable under the terms and conditions herein, and does not grant any lease, easement or other interest in real estate.

31. Licensor disclaims any warranty, expressed or implied, regarding Licensor's title or rights, if any, with regard to the Premises.

32. All rights and liabilities under this License Agreement shall extend to the successors and assigns of the parties hereto respectively provided, however, the right of the Licensee to assign or transfer this License Agreement is governed by the provisions of Paragraph 34 below.

33. The Licensor and Licensee acknowledge that the Licensor's rights in the property derive from a certain Warranty Deed dated October 13, 1987 between the Savannah Cellular Limited Partnership d/b/a Cellular One of Savannah, predecessor in interest to Licensor herein and Thomas L. Exley, hereinafter referred to as the 'Prime Lease' and attached hereto as Exhibit "D". This License Agreement is subject to the Prime Lease and Licensee shall be bound by all terms and conditions of the Prime Lease. In the event the Prime Lease is terminated for any reason at any time during the term of this Agreement, this License Agreement shall also be terminated and the termination shall be effective on the date the Prime Lease is terminated. In such event, the Licensor, if able, will give the Licensee ninety (90) days prior notice.

34. This Agreement may not be sold, assigned or transferred by the Licensee without prior approval or consent of the Licensor. Additionally, the Licensee shall not mortgage, encumber or sublet the Premises or any part thereof without prior written consent of the Licensor.
35. Any and all notices or other written communications required or permitted hereunder shall be in writing and mailed postpaid via United States Registered Mail or Certified Mail, fax transmission or overnight courier as follows:

(a) If to Licensor,
Verizon Wireless of the East LP d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

or to such other address as Licensor may furnish to Licensee in writing.

(b) If to Licensee,
Effingham Board of Comm
601 N. Laurel Street
Springfield, GA 31329
Attn: Val Ashcraft

or to such other address as Licensee may to furnish to Licensor in writing.

The receipt of the notice or other written communication shall be deemed to be the date of the postmark.

36. The parties hereto agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

37. This License Agreement is the entire agreement between the parties on the subject matter to which it applies.

WITNESS the following signatures:

WITNESS:

[Signature]

Print Name

PATRICE CRAWLEY

WITNESS:

[Signature]

Print Name

LYNNE CARLISLE

LICENSEE:

Effingham Board of Comm

[Signature]

10/19/10

LICENSOR:

Verizon Wireless of the East LP
d/b/a VERIZON WIRELESS
By Verizon Wireless of Georgia LLC.
Its General Partner
By Cellco Partnership, Its Sole Member

[Signature]

HANS F. LEUTENEGGER
Area Vice President Network
EXHIBIT "A"

Legal Description of Property and of the Easement

ALL that certain tract, lot or parcel of land being, lying and situate in the 9th G.M. District, Effingham County, Georgia, containing 7.99 acres, more particularly described as follows:
For Point of Beginning start at a P.K? [sic] pin found in the center line of Georgia State Highway No. 21 (GA. D.O.T. Station 190 plus 00) and running East 183.02 feet along said center line to a P.K. pin set in said center line; thence running South 36° 02' West a distance of 180.11 feet to an iron pin which is the Point of Beginning; thence running South 36° 02' West a distance of 590.00 feet along the center line of an earth road to an iron pin; thence running North 53° 58' West a distance of 590.00 feet to an iron pin; thence running North 36° 02' East a distance of 590.00 feet to an iron pin which is the Point of Beginning; all as is more clearly shown on that certain plat prepared by Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers, Savannah, Georgia, recorded in Plat Record Book 18, Page 221, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, to which reference is made for additional description.
Licensee is authorized to install and maintain the following equipment:

<table>
<thead>
<tr>
<th>Sector</th>
<th>Sector 1</th>
<th>Sector 2</th>
<th>Sector 3</th>
<th>Sector 4</th>
<th>AUX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desired Rad Center (ft AGL)</td>
<td>360'</td>
<td>315'</td>
<td>185'</td>
<td></td>
<td>326'</td>
</tr>
<tr>
<td>Antenna Quantity</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Antenna Manufacturer</td>
<td>Sinclair</td>
<td>Sinclair</td>
<td>Motorola</td>
<td></td>
<td>AutoQuad</td>
</tr>
<tr>
<td>Antenna Model</td>
<td>SC475-HF1LDF</td>
<td>SC475-HF1LDF</td>
<td>85009294001</td>
<td></td>
<td>TTA Amplifier</td>
</tr>
<tr>
<td>Weight (lbs per antenna)</td>
<td>34</td>
<td>34</td>
<td>90</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>Antenna Dimensions (HxWxD) (in)</td>
<td>172.5&quot; x 172.5&quot; x 72&quot;</td>
<td></td>
<td></td>
<td>24&quot; x 6&quot; x 6&quot;</td>
<td></td>
</tr>
<tr>
<td>ERP (watts)</td>
<td>162</td>
<td>162</td>
<td>0.158W</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Antenna Gain (dB)</td>
<td>9.5 ddb</td>
<td>9.5 ddb</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Orientation/Azimuth (Degrees)</td>
<td>omni</td>
<td>omni</td>
<td></td>
<td>287.2 degrees</td>
<td></td>
</tr>
</tbody>
</table>

Mounting Information:
- Mounting Height
- Number of Coax Cables Per Antenna: 2
- Diameter of Coax Cables (in): 1.25", 7/8"
- Type of Coax Cables: Braided, Coax

Please Note: "AUX" can be used for Microwave, TTA, LNA, GPS, or E911 antenna information.

Required Voltage and Total Amperage:
- 100A single phase 120/240 Volt Trailer
- 200Z single phase 120/240 Volt Perm

Electrical Service Provider: [Blank]
Electrical Service Telephone Number: [Blank]

Generator Ground Space Requirement (HxWxD)(ft): 5' x 11' x 1'

Generator Owner (Applicant/Tenant, SpectraSite): Applicant

Fuel Type (Natural Gas, Diesel): Diesel
Fuel Tank Location: Yes/Attached, Yes/Separate
Fuel Tank Size (Gallons): [Blank]
### Exhibit B (continued)

<table>
<thead>
<tr>
<th>Equipment Enclosure Type:</th>
<th>BTS Cabinets/Number of BTS Cabinets:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Outdoor Shelter</td>
</tr>
<tr>
<td></td>
<td>Other:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Ground Space Dimensions (HxWxD)(ft):</th>
<th>x x x 11'8&quot; x 16'6&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cabinet/BTS/Shelter Pad Dimensions (HxWxD)(ft):</td>
<td>x x</td>
</tr>
<tr>
<td>Concrete Pad Dimensions (HxWxD)(ft):</td>
<td>x x</td>
</tr>
<tr>
<td>Cabinet/Shelter Manufacturer/Model:</td>
<td></td>
</tr>
</tbody>
</table>

| | | | |
EXHIBIT "C"

SITE STANDARDS

I. GENERAL

A. PURPOSE

The purpose of these Site Standards is to create a quality site installation. These standards are to be in effect for each Licensee having equipment in, on, or at the site where the right to occupy is granted by the License to which this document is an Attachment.

B. STATE AND NATIONAL STANDARDS

1. All installations must conform with all state and national regulations and the following state and national codes or any supplements, amendments or provisions which supersede them:

   a. American National Standards Institute:
      ANSI/EAI-222E Structural Standards for Steel Antenna Towers and Antenna Supporting Structures

   b. Federal Aviation Administration Regulations:
      Vol. XI, Part 77 Objects Affecting Navigable Airspace
      Advisory Circular AC 70/7460 Obstruction Marking and Lighting
      Advisory Circular AC 150/5345-43, High Intensity Obstruction Lighting Systems
      FAA/DOD Specifications L-856

   c. Federal Communications Commission Rules and Regulations:
      Code of Federal Regulations Title 47 Construction, Marking and Lighting of Antenna Structures
      Chapter I, Part 17

   d. National Electrical Code

      Basic National Building Code
      Basic National Mechanical Code
      State Building Code

   f. National Fire Protection Association
      Code 101 - Life Safety
      Code 90A - Air Conditioning and Ventilating Systems
      Code 110 - Emergency and Standby Power Systems


Page 12 of 22
g. State Fire Safety Code

h. Occupational Safety and Health Administration

Safety and Health Standards (29 CFR 1910) General Industry
Subpart R Special Industries
1910.268 Telecommunications
1926.510 Subpart M Fall Prevention


C. GENERAL/APPROVAL

1. All users shall furnish the following to Licensor prior to installation of any equipment:

   a. Completed Application. (Licensee must make new Application to Licensor for change in Antenna position or type.)
   b. Fully executed License Agreement.
   c. Copies of FCC Licenses and construction/building permits.
   d. Final site plan outlining property boundaries, improvements, easements and access.
   e. Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.

2. The following will not be permitted at the facility without the prior written consent of Licensor:

   a. Any equipment without FCC type acceptance or equipment which does not conform to FCC rules and regulations.
   b. Add-on power amplifiers.
   c. "Hybrid" equipment with different manufacturers' RF strips.
   d. Open rack mounted receivers and transmitters.
   e. Equipment with crystal oscillator modules which have not been temperature compensated.
   f. Digital/analog hybriding in exciters, unless type-accepted.
   g. Non-continuous duty rated transmitters used in continuous duty applications.
   h. Transmitter outputs without a harmonic filter and antenna matching circuitry.
   i. Change in operating frequency(ies).
   j. Ferrite devices looking directly at an antenna.
   k. Nickel plated connectors.
   l. Cascaded receiver multicouplers/preamps.

3. All emergencies are to be reported immediately to 1-800-852-2671.

D. LIABILITY

It shall be the responsibility of the Licensee to comply with all of the site standards set forth herein. The Licensee specifically agrees to indemnify and hold harmless the Licensor against any claim of liability, loss, damage or costs including reasonable attorney's fees, arising out of or resulting from the Licensee's non-compliance with the standards set forth herein.

E. INSPECTION

Licensor reserves the right to inspect Licensee's area without prior notice at any time during the term of the License Agreement in order to ensure compliance with the standards set forth herein. Any such inspection shall be solely for the benefit and use of
the Licensor and does not constitute any approval of or acquiescence to the conditions that might be revealed during the course of the inspection.

1. Licensor reserves the right to inspect Licensor’s area without prior notice.

F. DISCLAIMER OF RESPONSIBILITY

It is the intention of the Licensor and Licensee that the standards set forth herein are part of the Agreement between them. It is specifically agreed that they are not intended to be relied upon or to benefit any third party. Further, the Licensor shall have no liability or responsibility to any third party as a result of the establishment of the standards set forth herein, any inspection by the Licensor of the Licensee’s area in order to determine compliance with the standards, the sufficiency or lack of sufficiency of the standards, or the Licensee’s compliance or non-compliance with the standards and the Licensee agrees to indemnify and hold harmless the Licensor against any claim by a third party resulting from such theories.

G. NOTICES

1. All contacts or notices required or permitted by the Licensee pursuant to these Site Standards shall be provided in writing to Licensor’s General Manager - Operations or his or her designee and any approval or consent by the Licensor shall only be effective if executed in writing by the Licensor’s General Manager - Operations or his or her designee.

II. RADIO FREQUENCY INTERFERENCE PROTECTIVE DEVICES

A. If due to Licensee’s use or proposed use, there exists any change to the RF environment it will be at Licensor’s sole discretion to require any or all of the following:

1. IM protection panels can be installed in lieu of separate cavity and isolator configurations. Licensor approval required.
2. 30-76 MHz
   - Isolators required
   - TX output cavity - minimum of 20 dB rejection @ plus or minus 5 MHz
3. 130-174 MHz
   - Isolators - minimum of 30 dB with bandpass cavity
4. 406-512 MHz
   - Isolators - minimum of 60 dB with bandpass cavity
5. 806-866 MHz
   - Isolators - minimum of 60 dB with bandpass cavity
6. 866 MHz and above - as determined by Licensor.

B. Additional protective devices may be required based upon Licensor’s evaluation of the following information:

1. Theoretical Transmitter (TX) mixes.
2. Antenna location and type
3. Combiner/multicoupler configurations
4. Transmitter specifications
5. Receiver specifications
6. Historical problems
7. Transmitter to transmitter isolation
8. Transmitter to antenna isolation
9. Transmitter to receiver isolation
10. Calculated and measured level of Intermodulatiative (IM) products
11. Transmitter output power
12. Transmitter Effective Radiated Power (ERP)
13. Spectrum analyzer measurements
14. Voltage Standing Wave Radio (VSWR) measurements
15. Existing cavity selectivity

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C. Licensee will be required to immediately correct excessive cabinet leakage which causes interference to other tenants.

III. ANTENNAS AND ANTENNA MOUNTS

A. All mounting hardware to be utilized by Licensee to be as specified by tower manufacturer and approved by Licensor.
B. Connections to be taped with stretch vinyl tape (Scotch #33-T or equivalent) and Scotchkoted or equivalent (including booted pigtales).
C. Must meet manufacturer’s VSWR specifications.
D. Any corroded elements must be repaired or replaced.
E. Must be DC grounded type, or have the appropriate lightning protection as determined by Licensor.
F. No welding or drilling on mounts will be permitted.
G. All antennas must be encased in fiberglass radomes and be painted or impregnated with a color designated by Licensor as the standard antenna color for aesthetic uniformity.

IV. CABLE

A. All antenna lines to be approved by Licensor.
B. All transmission line(s) will be installed and maintained to avoid kinking and/or cracking.
C. Tagged with weatherproof labels showing manufacturer, model, and owner’s name at both ends of cable run.
D. Any cable fasteners exposed to weather must be stainless steel.
E. All interconnecting cables/jumpers must have shielded outer conductor and approved by Licensor.
F. Internally, all cable must be run in troughs or on cable trays and on cable or waveguide bridges at intervals of no less than 3'. Externally, all cable must be attached with stainless steel hangers and non-corrosive hardware.
G. All unused lines must be tagged at both ends showing termination points with the appropriate impedance termination at each end.
H. All AC line cords must be 3 conductor with grounding plugs.
I. All antenna transmission lines shall be grounded at both the antenna and equipment ends at the equipment ends and at building entry point, with the appropriate grounding kits.
J. All cables running to and from the exterior of the cabinet must be 100% ground shielded. Preferred cables are: Heliax, Superflex or braided grounds with foil wrap.

V. CONNECTORS

A. Must be Teflon filled, UHF or N type, including chassis/bulkhead connectors.
B. Must be properly fabricated (soldered if applicable) if field installed.
C. Must be taped and Scotchkoted or equivalent at least 4" onto jacket if exposed to weather.
D. Male pins must be of proper length according to manufacturer’s specifications.
E. Female contacts may not be spread.
F. Connectors must be pliers tight as opposed to hand tight.
G. Must be silver plated or brass.
H. Must be electrically and mechanically equivalent to Original Equipment Manufacturers (OEM) connectors.

VI. RECEIVERS

A. No RF preamps permitted in front end unless authorized by Licensor.
B. All RF shielding must be in place.
C. VHF frequencies and higher must use helical resonator front ends.
D. Must meet manufacturer’s specifications, particularly with regard to bandwidth, discriminator, swing and symmetry, and spurious responses.
E. Crystal filters/pre-selectors/cavities must be installed in RX legs where appropriate.
F. All repeater tone squelch circuitry must use "AND" logic.

VII. TRANSMITTERS
VIII. COMBINERS/MULTICOUPLERS

A. Shall at all times meet manufacturer’s specifications.
B. Must be tuned using manufacturer approval procedures.
C. Must provide a minimum of 60 dB transmitter to transmitter isolation.

IX. CABINETS

A. All cabinets must be bonded together and to the equipment building ground system.
B. All doors must be secured.
C. All non-original holes larger than 1” must be covered with copper screen or solid metal plates.
D. Current license for all operating frequencies should be mounted on the cabinet exterior for display at all times.

X. INSTALLATION PROCEDURES

A. Any tower work must be scheduled with Licensor using only Licensor approved contractors at least 48 hours in advance of site work. Licensor will be responsible for any and all fees associated with said work.
B. Installation may take place only after Licensor has been notified of the date and time in writing, and only during normal working hours unless otherwise authorized beforehand.
C. Equipment may not be operated until final inspection of installation by Licensor, which shall not be unreasonably withheld.
D. Any testing periods are to be approved in advance by Licensor and within the parameters as defined by Licensor.

XI. MAINTENANCE/TUNING PROCEDURES

A. All external indicator lamps/LED’s must be working.
B. Equipment parameters must meet manufacturer’s specifications.
C. All cover, shield, and rack fasteners must be in place and securely tightened.
D. Local speakers and/or orderwire systems must be turned off except during service, testing or other maintenance operations.

XII. INTERFERENCE DIAGNOSTIC PROCEDURES

The Licensee must cooperate immediately with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that Licensee’s equipment is involved.

XIII. TOWER

This section deals with items which are to be mounted on, attached to or affixed to the Tower.

A. ICE SHIELDS

1. At Licensor’s sole discretion, protective ice shields may be required and manufacturer of ice shield will be determined by Licensor.

B. CLIMBING BOLTS AND LADDERS
1. All attachments made to the Tower shall be made in such a manner as not to cause any safety hazard to other Licensees or cause any restriction of movement on, or to any climbing ladders, leg step bolts or safety cables provided.

C. BRIDGE

1. Installation of a cable bridge shall be at Licensor's sole discretion and with Licensor's approval.
2. If required, and in accordance with the manufacturers' recommendations for the spacing of supports on horizontal runs for the particular type of cable or waveguide, the cable or waveguide shall be secured to the brackets on the bridge using clamps and hardware specifically manufactured for that purpose.
3. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

D. CABLE LADDER AND WAVEGUIDE

1. Licensee shall install a ladder for the vertical routing of cable and waveguide. From the horizontal to vertical transition at the point where the bridge meets the tower to the point at which the cable or waveguide must leave the bridge to route to the antenna, all cable and waveguide is to be attached to the ladder in accordance with the recommendations of the manufacturer of the cable or waveguide.
2. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

E. DISTRIBUTION RUNS

1. Cable or waveguide runs from the cable ladder to the point at which they connect to the antenna shall be routed along tower members in a manner producing a neat and professional site appearance.
2. Cable and/or waveguide runs shall be specifically routed so as not to impede the safe use of the tower leg or climbing bolts, or to restrict the access of Licensor or any another licensee.
3. Distribution runs shall be clamped to the tower in accordance with the recommendations of the manufacturer of the cable or waveguide.
4. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

F. LENGTHS

1. Cable and/or waveguide runs shall not be longer than necessary to provide a proper connection and normal maintenance and operation.
2. No coiled lengths shall be permitted on the tower, bridge or on the ground.

G. ENTRY

1. Entry of the cable or waveguide to the interior of the shelter shall be via ports provided in the shelter wall.
2. Cable and/or waveguide entering a port shall be provided with a boot to seal the port; the boot shall be a Microflex or equivalent commercial product made specifically for the type of cable or waveguide and for diameter of the entry port, and approved by Licensor before installation. It shall be installed in accordance with the instructions of the manufacturer and the port shall be sealed against the intrusion of moisture.

XIV. EQUIPMENT LOCATED WITHIN LICENSOR'S EQUIPMENT BUILDING

A. EQUIPMENT INSTALLATION REQUIREMENTS
1. Any mounting to walls either outside or inside Licensor's building must be pre-approved by Licensor.
2. All racks and equipment are to be plumb and true with the walls and floor of the shelter and reflect an installation consistent with the electrical and operational requirements of the equipment and appearance standards of a professional installation.
3. Racks are to be bolted to the floor and aligned on the center line as in the site drawing provided to the Licensor.
4. Racks are not to be attached to the cable trays.

B. TRANSMISSION LINES AND/OR WAVEGUIDE ROUTING

1. Cable trays and/or troughs are required within the shelter for the routing of cable and waveguide to the equipment racks and termination points.
2. All cable and waveguide shall be placed and secured to the cable tray.

C. LENGTHS

1. Cable and/or waveguide runs in the equipment shelter shall not be longer than necessary in order to provide a proper connection.
2. While adequate slack for purposes of maintenance and operation is permitted, no coiled lengths on the tray or elsewhere in the shelter are permitted for normal maintenance and operation.

XV. GROUNDING

1. The Licensee must adhere to either the Motorola or AT&T grounding specification outlined above based on Licensor's equipment at facility.
2. All exterior grounding shall be C.A.D. welding.
3. All antennas shall be bonded to the tower.
4. Cable and waveguide shall be grounded as a minimum at three specific points, and for vertical runs in excess of 200 feet at intermediate points.
5. All cable and waveguide shall be grounded to the tower at the point where the run effectively breaks from the tower for its connection to the antenna, using clamps and hardware specifically manufactured for that purpose.
6. On the vertical portion of the cable or waveguide run, just above where it starts to make its transition from a vertical tower to a horizontal bridge run, all cable and waveguide shall be grounded to the tower using clamps and hardware specifically manufactured for that purpose.
7. On the exterior of each shelter, at a point near the entry ports, a grounding plate must be provided for terminating ground leads brought from the cable and waveguide. Each cable and waveguide run shall be grounded at this point using clamps and hardware specifically manufactured for that purpose.
8. On cable and waveguide installations where the vertical tower length exceeds 200 feet, the run shall be grounded at equally spaced intermediate points along the length of the run so as not to have a distance between grounding points longer than 100 feet.
9. Cable and waveguide grounding leads shall connect to a separate point for each run to the common ground point.
10. Grounding straps shall be kept to a minimum length and as near as possible to vertical down lead and shall be consistent with the restraints of protective dress and access.
11. Grounding plates must be provided for single point access to the site grounding system. Each rack shall have a properly sized, insulated ground lead from the rack safety and signal grounds to one of the grounding points on the ground plate.
12. The insulated ground lead shall follow the route of and be placed in the cable tray.
13. Each rack shall be separately grounded.
14. All modifications to grounding system must meet Licensor's impedance specification.

XVI. ELECTRICAL

1. Power requirements must be approved, in advance by Licensor.
2. Polarized electrical outlets should be installed for all transmitters when possible.
3. Surge protection is required for all base stations.

XVII. ELECTRICAL DISTRIBUTION

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1. All electrical wiring from the distribution breaker panel shall be via rigid metal conduit, thin wall, routed along the underside of the cable tray to a point directly above the equipment rack. From this point, Licensee may select how to distribute to its equipment or rack.

XVIII. TEMPORARY LOADS

1. Test equipment, soldering irons or other equipment serving a test or repair function may be used only if the total load connected to any single dual receptacle does not exceed 15 amps.
2. Test equipment to be in place for more than seven (7) days will require prior approval of the Licensor.

XIX. HEATING, VENTILATING, AND AIR CONDITIONING

1. Any additional equipment or equipment upgrade having a greater heat dissipation requirement than the existing system will be the responsibility of the Licensee and if different than specified in the Application can not be installed without the prior approval of the Licensor.

XX. DOORS

1. Equipment building doors shall be kept closed at all times unless when actually moving equipment in or out.

XXI. SITE APPEARANCE

1. Services to maintain the appearance and integrity of the site will be provided by the Licensor and will include scheduled cleaning of the shelter interiors.
2. Each licensee is expected and required to remove from the site all trash, dirt and other materials brought into the shelter, or onto the site during their installation and maintenance efforts.
3. No food or drink is allowed within the equipment shelter.
4. No smoking is allowed on the Tower site.

XXII. STORAGE

No parts or material may be stored on site by Licensee.

XXIII. DAMAGE

1. Licensee shall report to Licensor any damage to any item of the facility, structure, component or equipment, whether or not caused by Licensee.

XXIV. REPORTING ON SITE

1. Personnel on site shall be required to communicate with the Network Operating Center by calling 1-800-852-2671 and report their arrival on site, identity, purpose, expected and actual departure times.
2. Emergency 24 hour contact number(s) must be displayed on outside of equipment cabinet/building.
Exhibit “D”
Prime Lease

Licensor Owned
This agreement is dated 7/20/2020 between Verizon Wireless (VAW) LLC (a Delaware LLC) dba Verizon Wireless and Celico Partnership (a Delaware Partnership) dba Verizon Wireless and Verizon Wireless of the East LP (a Delaware LP) dba Verizon Wireless ("Verizon Wireless") and Effingham County ("Agency"), a city, county, municipality or other political sub-division of the State of Georgia that agrees to be bound by Georgia Technology Authority's (GTA's) Rules for the limited purpose of the Georgia Technology Authority (GTA) conducting, coordinating or facilitating a technology resource purchase or solicitation on their behalf.

This Agency Agreement shall be governed by the terms and conditions of that certain ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES between Georgia Technology Authority ("GTA") and Verizon Wireless, dated January 17, 2005 ("Enterprise Agreement"), a copy of which is attached hereto and incorporated herein by reference. Verizon Wireless hereby agrees to extend the privileges and benefits of the Enterprise Agreement in consideration of Agency's agreement herein to be bound by all the terms and conditions set forth in the Enterprise Agreement. GTA will only be responsible for services provided to GTA and will not be responsible for payments for services provided to any individual Agency. Agency hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder. For all purposes of the Enterprise Agreement, Agency shall perform its obligations in the same manner as GTA under the Enterprise Agreement and Verizon shall provide equipment and services to GTA and Agencies in like manner, except as otherwise provided here.

VERIZON WIRELESS

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

AGENCY

By: ____________________________
Name: CD Zeigler
Title: Chairperson
Date: 7/20/10

01/30/2003
Agency Agreement
Data furnished in this document shall not be duplicated, used, disclosed in whole or in part for any purpose other than to evaluate the document.
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 17, 2020
Item Description: Chad Zipperer as agent for Ernest Zipperer, requests to rezone 15 acres of a 107.64 acre parcel from AR-1 to B-3 for future development, including a planned mini storage facility, located on Hodgeville Road. Map# 417 Parcel #1

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 15 acres of a 107.64 acre parcel from AR-1 to B-3, 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.
- Mini storage facilities have been allowed as a permitted use in B-3 (e.g., Safe & Sound Storage at 4560 Bluejay Road; map-parcel 326-36B).
- At the November 3 Board of Commissioners’ meeting, the application was approved with new conditions, and the second reading was scheduled for November 17, 2020.
- At the October 20 Board of Commissioners’ meeting, the application was tabled to November 3.
- At the September 28 Planning Board meeting, Peter Higgins made a motion to approve the request to rezone a 15 acres of a 107.64 acre parcel from AR-1 to B-3, with conditions:
  1. A site plan for any changes to the above-referenced application, and for all other development planned for the rezoned 15 acres, shall be submitted to the Planning Board and Board of Commissioners for review.
  2. Future use of the above-referenced property being rezoned shall meet the requirements of the B-3 zoning district.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
  5. Subdivision plat must be approved by the Zoning Administrator.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request to rezone 15 acres from AR-1 to B-3, with the following conditions:
   1. Approval of the rezoning is conditioned on the above-referenced property being used for mini-storage, and all permitted and conditional uses in B-1 and B-2. No other uses listed in Section 5.11.1, B-3 Highway Commercial Districts, shall be allowed. Proposals for any other uses for the rezoned 15 acres shall be submitted to the Planning Board and Board of Commissioners for rezoning review.
   2. The subdivision plat(s) must be approved by the Department of Environmental Health and the Zoning Administrator, and recorded with Clerk of Superior Court, in order for the rezoning to take effect.
2. Deny the request to rezone 15 acres from AR-1 to B-3.

Recommended Alternative: 1 Other Alternatives: 2
Department Review: Development Services FUNDING: N/A
Attachments: 1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
417-1
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
417-1
AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, CHAD ZIPPERER as agent for ERNEST ZIPPERER, has filed an application to rezone fifteen (15.0) +/- acres; from AR-1 to B-3 for future development including a ministorage facility; map and parcel number 417-1, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on October 20, 2020, and notice of said hearing having been published in the Effingham County Herald on September 30, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on September 9, 2020; and

IT IS HEREBY ORDAINED THAT fifteen (15.0) +/- acres; map and parcel number 417-1, located in the 2nd commissioner district is rezoned from AR-1 to B-3 with the following stipulations:

1. The fifteen (15) acre parcel shall be zoned as a conditional use for the purposes of a mini storage only. No other uses under the B-3 zoning district are allowed.
2. All permitted uses under B-1 and B-2 zoning districts shall be allowed.

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

This _____ day of ______________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: WESLEY M. CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: ____________

STEPHANIE D. JOHNSON
COUNTY CLERK
Staff Report

Subject: County Storm Water Utility Study
Author: Charles George, P.E., County Engineer
Department: Engineering
Meeting Date: November 17, 2020
Item Description: Consideration to Approve a Professional Services Contract award for the County Storm Water Utility Study

Background: This item was postponed at the November 3, 2020 commission meeting. Professional Services proposals were received from 4 firms to analyze the viability of the County implementing a Storm Water Utility to develop funding for storm water /drainage improvements and maintenance. The following are the bids received:

- GWES, LLC (Brunswick, Ga): $29,900.00
- Integrated Science (Newman, Ga): $30,000.00
- Pittman Engineering (Richmond Hill): $38,500.00
- Thomas & Hutton(Savannah): $45,000.00

County Staff has performed an evaluation of the firms relating to Project Staff, Experience, Project Approach, past experience with the County, and fee submitted. From this evaluation, the firms have been ranked as follows:

1. GWES, LLC 90 pts
2. Pittman Engineering 95 pts
3. Integrated Science 80 pts
4. Thomas & Hutton 90 pts

Summary Recommendation: County Engineering recommends approval of the award of the Professional Services Contract to Pittman Engineering for the contract price of $38,500.00. Pittman Engineering provided the most comprehensive project approach and experience to provide the County the best product

Alternatives for Commission to Consider
1. Approve the Staff Recommendation for Approval of the Professional Services Contract to Pittman Engineering for $38,500.00
2. Reject the Staff’s recommendation and award the Contract to GWES, LLC Engineering for $29,900.00
3. Reject all proposals

Recommended Alternative: Approve Alternate 1. Other Alternatives: None

Department Review: Engineering Funding Source: General Fund

Attachments:
1. Bid Tabulation
2. Professional Services Contract
<table>
<thead>
<tr>
<th>RFP 21-105-001 Submittals</th>
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<tbody>
<tr>
<td>GWES, LLC</td>
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<tr>
<td>$29,900.00</td>
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<td>Pittman Engineering</td>
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<td>BID 20 pts</td>
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<td>PROJECT TEAM 20 pts</td>
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<td>PROJECT EXPERIENCE</td>
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<td>PROJECT APPROACH 30 pts</td>
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SCOPE OF WORK

The County needs to devise a method to adequately fund the storm water management programs through a Storm water Utility. This would generate a fee for services related to storm water issues within the county. The objective of the fee structure is the fair and equitable distribution of the cost of the storm water management program to those who are creating the demand for the services provided by the County. In simple terms, the basis of the rate structure should consist of the following, but not limited to, concepts;

1. All users pay their “fair share”. Customers would be subject to only those fees/charges that are unique to drainage characteristics of the area/basin/watershed in which they live and specific to their “demand for services”.

2. Fee is based on the relative cost for services received

3. The fees reflects the relative impact of storm water runoff (use) of each parcel in the storm water management service area

4. The first part of the fee structure determines how costs are allocated to a customer. The second part is what costs (services) should be charged to each customer. Since stormwater is not a metered utility like electricity or water, other methods must be considered to determine ones impact and use of the systems and services that are being provided. The objective of the Study’s results would lead into a Stormwater Master Plan development containing recommendations to minimize property damage, protect existing watershed, and identify and plan needed drainage improvements.

The Scope of Work for the Consultant is to include, but not limited to:

Rate Structure Development, Methodology, and Justification

Geographic extend that services are provided

Credit policies
Services Contract

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

and
Pittman Engineering
P.O. Box 822
Richmond Hill, Georgia 31324

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 Pittman Engineering (hereinafter called the "Consultant"). 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 Construction Services Company as specified in RFP No. 21-105-001 Professional Services Contract - County Storm Water Utility Study and

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

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

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The scope of services and the terms and conditions of performance shall be as specified in this document and in RFP No. 21-105-001 Professional Services Contract - County Storm Water Utility Study and related addenda which are hereby adopted and incorporated as if set forth fully herein and RFP response submitted dated October 7, 2020.

SECTION I-2 CONTRACT.
This Contract is one time lump sum in the amount of $38,500.00

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

SECTION I-4 PERSONNEL AND EQUIPMENT.
The Consultant 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 Consultant 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 Consultant to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Consultant's compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Consultant 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 Consultant's persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Consultant 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 Consultant. In such case, Consultant shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Consultant 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 Consultant 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 Consultant shall indemnify and hold harmless Effingham County and its officers, directors, partners, employees, agents, consultants, and sub-consultants from and against all claims, costs, losses, and damages for injuries to or death of any person or persons or damage to the property or other rights of any person or persons (including but not limited to all fees and charges of engineers, architects, attorneys, and 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 Consultant, its sub-consultants, 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 Consultant'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 Consultant or by the scope and amount of insurance maintained by the Consultant.

SECTION I-10 COVENANT AGAINST CONTINGENT FEES.
The Consultant shall comply with the relevant requirements of all Federal, State, County or other local laws. The Consultant warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the Consultant, 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 Consultant and its sub-consultants 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 Consultant further agrees that, in the performance of the Contract no person having such interest shall be employed.

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

Interests of Public Officials.
Consultant warrants for itself and any sub-consultant 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 therefrom. 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 sub-consultants 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 Consultant 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 consultant 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 sub-consultants during the life of this Agreement.

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

All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be transmitted by certified mail, postage prepaid, to Pittman Engineering, P.O. Box 822, Richmond Hill, Georgia 31324. It shall be Contractor's responsibility to inform the County of any change to this contact address.

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

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

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

ARTICLE II
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

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

Monthly progress payments based on work performed during the pay period and approved invoices submitted by the Contractor to the County Engineer.

These rates and fees shall remain in effect until December 29, 2021, without exception.

All invoices shall contain the following:
Date services performed
Detailed account of services performed
No work outside the scope of work contained in the RFP will be performed without the advanced written approval of the County's Engineering department.

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

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 County will waive costs associated with permits required to complete and satisfy the requirements of this Contract.

SECTION II-3. QUANTITIES GUARANTEED.
The Contractor represents, understands and agrees that this is a "LUMP SUM" contract, to guarantee pricing for services contained herein.
ARTICLE III
INSURANCE REQUIREMENTS

SECTION III-1. INSURANCE PROVISIONS: Contractor shall be required to procure and maintain for the duration of the contract General Liability and Professional Liability 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 sub-contractors. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

General Information that shall appear on a Certificate of Insurance:

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

Limits of Insurance:

Effective coverage shall have the following limits:

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

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

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

Special Requirements:

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 consultant 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 CONSULTANT 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 Consultant shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.
RFP No. 21-105-001 – Professional Services Contract- County Storm Water Utility Study

Additional Coverage for Engineering Services:

Professional Liability: Insure errors or omission on behalf of 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 Consultant’s executors, administrators, heirs, personal representative, successors, or assigns.

ARTICLE VI
AUTHORITY TO EXECUTE AND ENTER AGREEMENT

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

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

This ___ day of ___________________, 2020.

PITTMAN ENGINEERING
P.O. BOX 822
RICHMOND HILL, GA 31324

Witness Signature

Signature

Title

Page 9 of 10
BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

WESLEY CORBITT, CHAIRMAN

Attest:

Stephanie Johnson, County Clerk

CONTRACT NO. 21-55-001A

COMMISSION APPROVAL DATE:
Staff Report

Subject: Rezoning (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 3, 2020
Item Description: Teramore Development as agent for Lynn Mikell Brennan requests to rezone ~1.12 acres from AR-1 to B-3, to be combined with ~0.64 acres already zoned B-3 for a future retail business, located at 5487 McCall Road. Map# 465M Parcel #3B

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone ~1.12 acres from AR-1 to B-3, to be combined with ~0.64 acres zoned B-3 for a retail business, with conditions. This item was postponed at the applicants request at the November 3, 2020 commission meeting.

Executive Summary
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Retail businesses are a permitted use in B-3.
- The property is comprised of two parcels: 465M-3B containing 2.08 acres zoned AR-1 and 465M-3B01 containing 1 acre zoned B-3
- The applicants wish to rezone ~1.12 acres from parcel 465M-3B from AR-1 to B-3, and combine with ~0.64 acres of parcel 465M-3B01 to create a ~1.76 acre parcel zoned B-3

Background
- At the October 20 Board of Commissioners' meeting, the application was tabled to November 3.
- At the September 28 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone ~1.12 acres from parcel 465M-3B from AR-1 to B-3; ~0.36 acres from parcel 465M-3B01 from B-3 to AR-1; and 4.37 acres from parcel 465M-2 from AR-2 to AR-1, with the following conditions:
  1. The lots shall meet the requirements of the AR-1 and B-3 zoning districts.
  2. Site development shall be designed to maintain or improve the existing drainage conveyance system through the property to adjacent properties, and must be approved by county engineering before issuance of any building permits.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
  5. Subdivision and recombination plat must be approved by the Zoning Administrator.

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

Alternatives for Commission to Consider
- Approve request to rezone ~1.12 acres from parcel 465M-3B from AR-1 to B-3, with the following conditions:
  1. The lot shall meet the requirements of the B-3 zoning district.
  2. Site development shall be designed to maintain or improve the existing drainage conveyance system through the property to adjacent properties, and must be approved by county engineering before issuance of any building permits.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.

5. Subdivision and recombination plat must be approved by the Zoning Administrator.

2. **Deny** the request to rezone ~1.12 acres from parcel 465M-3B from AR-1 to B-3.

**Recommended Alternative:**  1

**Other Alternatives:**  2

**Department Review:**  Development Services  

**FUNDING:** N/A

**Attachments:**

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

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant: Teramore Development, LLC

Property owner(s): Lynn Mikell Brennan

Telephone Number(s): (912) 667-4449

Mailing Address: P.O. Box 119 Rincon, GA 31326

Property location: The 1.76-acre site is located at 5487 McCall Rd, in Effingham County, GA. We are subdividing from two separate parcels and plan to recombine these parcels to create a 1.76-acre two-parcel assemblage.

Present Zoning: AR-1 / B-3

Proposed Zoning: B-3

We would like to propose rezoning a 1.12-acre portion of the proposed 1.76-acre site from AR-1 (Agricultural / Residential) to B-3 (Highway Commercial). The remaining 0.64 acres are currently zoned appropriately as B-3.

Present land-use: Vacant / Residential / Commercial

Proposed land-use: Newly Constructed 9,100 SF Commercial Retail Development

Tax Map #/Parcel #/Lot #: Parcel ID’s: 0465M003B

Total Acres: 1.76 acres Acres to be rezoned: 1.12 acres

Lot characteristics: Wooded / Vacant / Mobile Home on Site (to be relocated) / Interior Commercial Lot currently used for Commercial Truck Storage.

Water/Sewer: Effingham County will be providing Water/Sewer to the proposed site – service availability has been confirmed with the County on McCall Rd.

Proposed access: Full Access on McCall Rd. – preliminarily approved by Effingham County.

Justification: To construct a 9,100 SF Commercial Retail Development
List the zoning of the other property in the vicinity of the property you wish to rezone:

NORTH: **B-3 & AR-1/AR-2** – Lynn Mikell Brennan’s remaining property – Seller will be retaining 0.36 acres of property to the north zoned B-3 Highway Commercial and 5.15 acres of property to the north zoned AR-1/AR-2.

NORTHEAST: **AR-2** – Bennet Parcel – 7.4 acres with no frontage on McCall Rd.

EAST: **B-3** – Hughes Parcel – 1.04 acres – International Mortgage and International Place Office Space / Shopping Plaza on site.

SOUTH (across McCall Rd.): **B-3** – Marhop Properties, LLC Parcel – 3.0 acres – Harold’s Auto Paint & Body Shop on site.

WEST: **AR-1** – Rozwarski & Holloway Parcels – 1.04 acres total
1. Describe the current use of the property you wish to rezone.

The 1.12-acre portion of the Brennan parcel that we wish to rezone consists of Vacant and Residential land use. There is a mobile home located on the property that will be relocated upon successful rezoning and the remainder of the 1.12 acres are currently vacant/wooded. We will also be incorporating an additional 0.64 acres into the proposed 1.76-acre site that are currently zoned appropriately as B-3 Highway Commercial.

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

Majority of the 1.12-acre portion of property that we wish to rezone does not have any economic use at this time. There is a mobile home located on the property belonging to our Seller, Lynn Mikell Brennan, that serves as a residence to an immediate family member and will be relocated upon successful rezoning. The remainder of the 1.12 acres is currently vacant/wooded with no economic use in place.

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

We are proposing a Commercial Retail Use / General Store for the 1.76-acre site being structured approximately 9,100 SF selling food, snacks, household items, health/beauty products, seasonal items, basic apparel, and cleaning supplies.

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

The property to the east of our site is currently zoned B-3 Highway Commercial and contains a commercial use with multiple businesses being located on the property. International Mortgage and International Place (shopping plaza) are located on site.

The property to the south of our site (across McCall Rd.) is currently zoned B-3 Highway Commercial and contains a commercial use with Harold's Auto Paint & Body Shop being located on site.

The properties to the west of our site are currently zoned AR-1 and contain a residential use with two residences being located on the property. We have incorporated a 30' landscape buffer on the western boundary of our proposed site and will be installing an additional 6' wooden, shadow-box privacy fence along our western boundary to shield these residences from our proposed commercial development.

The properties to the north of our site are currently zoned B-3 Highway Commercial & AR-1/AR-2. Our Seller, Lynn Mikell Brennan, will be retaining 0.36 acres of property to the north zoned B-3 Highway Commercial (which will be recombined with Seller's additional, remaining property and rezoned to AR-1) and 5.15 acres of property to the north zoned AR-1/AR-2. The 0.36 acres of remaining B-3 commercial property are currently used for commercial truck storage. The remaining 5.15 acres of residential property are currently used for Seller's residence.
5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Our goal is to provide a closer, cheaper, and more convenient shopping option to the local residents in this part of Effingham County. The proposed 1.76-acre site / 1.12 acres we wish to rezone are located directly west (adjacent) and north of numerous commercial developments and properties along McCall Rd. Majority of the properties located on McCall Rd. (both sides of the road) to the east of our proposed site are currently zoned commercial and contain a commercial use. The proposed location was our only viable option to remain within the commercial node of McCall Rd. and avoid heavily infringing upon residential properties in this area. There would be a substantial increase in property tax for our proposed site ONLY (not surrounding property owners) as well as a new sales tax revenue generated by our proposed development for Effingham County; which would greatly benefit the local Effingham County residents in this area as well as their municipal authorities and departments.

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

No. We are planning to construct this development at no direct cost to Effingham County and will be enhancing Effingham County's revenue stream via paid utility services, permits, and additional tax revenue.
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date September 17, 2001, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1676 page 66.

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

Owner's signature ___________ Print ________________

Owner's signature ___________________________ Print ___________________________

Owner's signature ___________________________ Print ___________________________

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

_____________________________
Notary Public, State of Georgia
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 Rezoning application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Teramore Development, LLC Date: 07-30-2020

Address: P.O. Box 6460

City: Thomasville, GA State: GA Zip Code: 31758

Telephone Number: (229) 516-4289 Email: bdavis@teramore.net

Signature of Owner

Lynn M. Brennan Owners Name (Print)

Personally appeared before me __________________________ (Owner print)

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

This Day __________________________ of __________________________

Lynn M. Brennan (Owner)

Notary Public

Page 8 of 29
STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the __th__ day of September, 2007, between ALMA L. MIKELL, of the FIRST PART, and LYNN MIKELL BRENNAN, of the SECOND PART.

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

All that certain tract or parcel of land situate, lying and being in the 9th C.M. District of Effingham County, Georgia, containing Seven and Forty-Five Hundredths (7.45) acres, more or less, and being bounded on the northwest by Westwood Heights Subdivision; on the east by lands of Edwin C. Mikell, Jr. and by lands of International Mortgage Company; on the south by McCaill Road, known as County Road #143, and on the west by Westwood Heights Subdivision.

Express reference hereby made to the plat of said lands made by Adolph N. Michelis, R.L.S. #1323, surveyed on June 27, 2006 and revised on August 3, 2007 and recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "C", slide C174-6-2, for better determining the metes and bounds of said lands herein conveyed.

SUBJECT to restrictive covenants and easements of record.

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 behalf of the said party of the SECOND PART, her heirs, executors, administrators and assigns, in VIRE-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.

[Signature]
ALMA L. MIKELL

Signed, sealed and delivered in the presence of:

[Signature]
UNOFFICIAL WITNESS

[Signature]
OFFICIAL WITNESS - NOTARY PUBLIC

DENMOND EXLEY
Notary Public, Effingham County, Georgia
My Commission Expires October 20, 2009

https://search.gacoca.org/Imaging/HTML5Viewer.aspx?id=51131818&key1=1676&key2=66&county=51&countynam=EFFINGHAM&userid=110740&... /1
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the appurtenances thereunto, in the same being, belonging, or to appurtenant appurtenances, to the said property, benefit and behoof of the said Grantor hereinafter in ERENDABLE.

In WITNESS WHEREOF, the said GRANTOR has signed and sealed an Instrument, the day and year first above written.

SIGNED, SEALD and DELIVERED in the presence of:

[Signature]

WITNESSES

[Signature]

WITNESSES

[Stamp]
September 1, 2020

Effingham County Zoning Board
Springfield, GA 31329

Re: Teramore Development, LLC c/o Laynn Mikell Brennan
5487 McCall Road, Rincon GA 31326
Pin #465M-3B & 465M-2
Total Acres: 1.80 Acres to be rezoned: 1.20

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, AR-2 to B-3. 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 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
Darrell M. O’Neal, MPA
Environmental Health County Manager
Effingham County Health Department
Approximate proposed development site after rezoning.
September 27, 2020

Mr. Charles L. George, P.E.
Director of Development Services/County Engineer
Effingham County Development Services
601 North Laurel Street
Springfield, GA 31329

Dear Mr. George:

As property owners at 117 Charlton Road, we request that any rezoning of the 1.2 of 6.45 acres from AR-1 & AR-2 to B-3, will include a requirement that the owner/developer will construct a drainage system that flows to McCall Road. Effingham County maintains the Charlton Road drainage ditches with the correct slope to have water drain to McCall Road. This has prevented flooding of the homes along Charlton Road. Thus, we expect that Effingham County will require a similar commitment from any retail development on the site under consideration for retail development.

Thank you for your consideration.

Sincerely,

Vivian Longoria
Dr. Vivian J. Price
117 Charlton Road
Rincon, GA 31326

Michael E. Price
Dr. Michael E. Price
117 Charlton Road
Rincon, GA 31326
Mr. Burdette,
Unfortunately, I was unable to attend the meeting last night, as it was short notice and I work in midtown Savannah with the commute I don’t return to Effingham until about 6:15.
However, I am, as well as others in the community, very interested in the outcome of this topic of Flooding, as our very homes are at state.
This topic is vital and needs to stay on the table until a resolution has been found and passed.
Thank you for being mindful of the situation and standing up for us, please let us know of any actions on our behalf that are needed to move this progress alone.
Once again, Thank you,

-----Original Message-----
From: Roger Burdette <RBurdette@EffinghamCounty.org>
Sent: Tuesday, June 18, 2019 12:37 PM
To: Elizabeth Davis <highercry@comcast.net>
Subject: RE: Charlton Road Flooded area

Ms. Davis,

I going to bring this up tonight at the meeting. You are welcome to attend and comment if you would like. It will be toward the end of the meeting, so I would be there at around 5:30 if you can. Thank you ma'am.

[http://www.effinghamcounty.org/DocumentCenter/View/2286/logo]

Kind Regards,
Roger Burdette
District 2 Commissioner
Effingham County Board of Commissioners
912-663-1692

From: Elizabeth Davis [highercry@comcast.net]
Sent: Sunday, June 16, 2019 8:28 PM
To: Roger Burdette
Subject: FW: Charlton Road Flooded area

Hi Mr. Burdette,
I live at 115 Charlton Road for many years, until recent years we haven’t had a problem with flooding (unless it was a hurricane.) Now my backyard floods because the Heavy equipment storage place on McCall was allowed to buildup their property, bringing truckload after truckload of dirt in, all of that water now fills my backyard.
And with the construction on McCall our drainage ditches are not working, and that fills my front yard.
See pictures of flooding and also of the waterline once floodwater receded.
Thanks,
Elizabeth Davis
September 27, 2020

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Director of Development Services/County Engineer
Effingham County Development Services
601 North Laurel Street
Springfield, GA 31329

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Sincerely,

Dr. Vivian J. Price
117 Charlton Road
Rincon, GA 31326

Dr. Michael E. Price
117 Charlton Road
Rincon, GA 31326
From: A Morar [mailto:absolutcran3@gmail.com]
Sent: Monday, September 28, 2020 3:32 PM
To: Charles George
Cc: Hema Morar
Subject: EXTERNAL:Re Teramore Development

Mr George

I own the property at 113 Charlton Road, a property located directly behind the proposed development.

As is, after a prolonged storm, as much as half of my backyard is flooded.

Unless the developer has a solid and proven proposal to eliminate the existing drainage problem, I am strongly opposed to any changes in existing ordinances.

I would appreciate my concerns being shared at this evening's meeting.

I am going to do my best to attend via the tele conference link.

Sincerely

Andy Morar, Glevum LLC

**** 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. ****
Mr. Burdette,

Unfortunately, I was unable to attend the meeting last night, as it was short notice and I work in midtown Savannah with the commute I don't return to Effingham until about 6:15. However, I am, as well as others in the community, are very interested in the outcome of this topic of flooding, as our very homes are at state. This topic is vital and needs to stay on the table until a resolution has been found and passed. Thank you for being mindful of the situation and standing up for us, please let us know of any actions on our behalf that are needed to move this progress alone.

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District 2 Commissioner
Effingham County Board of Commissioners
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Thanks,
Elizabeth Davis
This e-mail is for the sole use of the intended recipient(s) and may contain confidential or privileged information. Any unauthorized review, use, distribution or disclosure is prohibited. If you are not the intended recipient, please reply to the sender and destroy all original copies of this message.
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 (Teramore, LLC as Agent for Lynn Mikell Brennan - Map# 465M Parcels # 3B & 2) from AR-1 & AR-2 to B-3 zoning.

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

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

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

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

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

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

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

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

APPROVAL. DISAPPROVAL.

Of the rezoning request by applicant (Teramore, LLC as Agent for Lynn Mikell Brennan - Map# 465M Parcels # 3B & 2) from AR-1 & AR-2 to B-3 zoning.

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

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

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

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

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

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

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

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

\[\underline{\text{APPROVAL}} \quad \underline{\text{DISAPPROVAL}}\]

Of the rezoning request by applicant (Teramore, LLC as Agent for Lynn Mikell Brennan - Map # 465M Parcels # 3B & 2) for AR-1 & AR-2 to B-3 zoning.

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

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

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

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

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

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓ DISAPPROVAL

Of the rezoning request by applicant (Teramore, LLC as Agent for Lynn Mikell Brennan - Map# 465M Parcels # 3B & 2) from AR-1 & AR-2 to B-3 zoning.

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

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

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

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

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

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _______ DISAPPROVAL _______

Of the rezoning request by applicant (Teramore, LLC as Agent for Lynn Mikkell Brennan - Map# 465M Parcels # 3B & 2) from AR-1 & AR-2 to B-3 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?
Staff Report
Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department Development Services
Meeting Date: November 3, 2020
Item Description: Teramore Development as agent for Lynn Mikell Brennan requests to rezone ~1.12 acres from AR-1 to B-3, to be combined with 0.64 acres already zoned B-3 for a future retail business, located at 5487 McCall Road. Map# 465M Parcel #3B

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone ~1.12 acres from AR-1 to B-3, to be combined with ~0.64 acres zoned B-3 for a retail business, with conditions. This item was postponed at the applicants request at the November 3, 2020 commission meeting.

Executive Summary
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Retail businesses are a permitted use in B-3.
- The property is comprised of two parcels: 465M-3B containing 2.08 acres zoned AR-1 and 465M-3B01 containing 1 acre zoned B-3
- The applicants wish to rezone ~1.12 acres from parcel 465M-3B from AR-1 to B-3, and combine with ~0.64 acres of parcel 465M-3B01 to create a ~1.76 acre parcel zoned B-3

Background
- At the October 20 Board of Commissioners’ meeting, the application was tabled to November 3.
- At the September 28 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone ~1.12 acres from parcel 465M-3B from AR-1 to B-3; ~0.36 acres from parcel 465M-3B01 from B-3 to AR-1; and 4.37 acres from parcel 465M-2 from AR-2 to AR-1, with the following conditions:
  1. The lots shall meet the requirements of the AR-1 and B-3 zoning districts.
  2. Site development shall be designed to maintain or improve the existing drainage conveyance system through the property to adjacent properties, and must be approved by county engineering before issuance of any building permits.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
  5. Subdivision and recombination plat must be approved by the Zoning Administrator.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request to rezone ~1.12 acres from parcel 465M-3B from AR-1 to B-3, with the following conditions:
   1. The lot shall meet the requirements of the B-3 zoning district.
   2. Site development shall be designed to maintain or improve the existing drainage conveyance system through the property to adjacent properties, and must be approved by county engineering before issuance of any building permits.
   3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
5. Subdivision and recombination plat must be approved by the Zoning Administrator.

2. Deny the request to rezone ~1.12 acres from parcel 465M-3B from AR-1 to B-3.

Recommended Alternative: 1

Department Review: Development Services

Other Alternatives: 2

FUNDING: N/A

Attachments:
1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
465M-2, 3B, 3B01
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
465M-2, 3B, 3B01
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, TERAMORE as agent for LYNN MIKELL BRANNEN, has filed an application to rezone one and twelve hundredths (1.12) +/- acres from AR-1 to B-3, map and parcel number 465M-3B, for future development of a retail store; four and thirty-seven hundredths (4.37) +/- acres from AR-2 to AR-1, map and parcel number 465M-2; and thirty-six hundredths (0.36) +/- acres from B-3 to AR-1, map and parcel number 465M-3B01, to be combined for use as a home site; located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on October 20, 2020, and notice of said hearing having been published in the Effingham County Herald on September 30, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on September 9, 2020; and

IT IS HEREBY ORDAINED THAT one and twelve hundredths (1.12) +/- acres; map and parcel number 465M-3B, located in the 2nd commissioner district, is rezoned from AR-1 to B-3; four and thirty-seven hundredths (4.37) +/- acres, map and parcel number 465M-2, located in the 2nd commissioner district, is rezoned from AR-2 to AR-1; and thirty-six hundredths (0.36) +/- acres, map and parcel number 465M-3B01, located in the 2nd commissioner district, is rezoned from B-3 to AR-1, with the following stipulations:

1. The lots shall meet the requirements of the AR-1 and B-3 zoning districts.
2. Site development shall be designed to maintain or improve the existing drainage conveyance system through the property to adjacent properties, and must be approved by county engineering before issuance of any building permits.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
5. Subdivision and recombination plat must be approved by the Zoning Administrator.

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: Recommendation of Award and Approval of Contract 21-14-001 – Conduct a Classification and Compensation Study and Analysis for Effingham County, Georgia

Author: Vicki Dunn, Human Resources Director

Department: Human Resources

Meeting Date: November 17, 2020

Item Description: Contract Approval

Summary Recommendation:
Staff recommends approval of Contract 21-14-001 with Evergreen Solutions, LLC for the classification and compensation study for Effingham County, Georgia. This is a 2021 budgeted item.

Executive Summary/Background
RFP 21-14-001 was posted on September 14, 2020 to solicit written quotations to perform a classification and compensation study for Effingham County, Georgia.

Eight (8) quotes were submitted:
- Archer Company - $28,250 with $24,250 listed as “local vendor preference”
- Baker Tilly - $23,565
- Evergreen Solutions - $18,500
- Management Advisory Group - $28,000
- McGrath HR Group - $34,985
- MGT of America - $37,384
- REDW - $40,750
- Segal - $69,000

Evergreen Solutions is the low bidder with a total of $18,500.
The contract has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider
1. Approve contract with Evergreen Solutions, 21-14-001, to conduct a classification and compensation study and analysis for $18,500.
2. Do not approve contract with Evergreen Solutions, 21-14-001, to conduct a classification and compensation study and analysis and provide further guidance to Staff.

Recommended Alternative:
Staff recommends Alternative 1.

Other Alternatives: None

Department Review: County Manager, County Attorney,

Funding Source: $20,000 was budgeted in the 2021 Budget.

Attachments:
1. Bid Tabulation
2. Service Contract
### BIDDER NAME
- **SEGAL**
- **REDW**
- **BAKER TILLY**
- **EVERGREEN SOLUTIONS**

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<th>BIDDER NAME</th>
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- **MANAGEMENT ADVISORY GROUP**
- **THE ARCHER COMPANY**
- **MCGRATH HR GROUP**
- **MGT OF AMERICA**

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RFP No. 21-14-001 – Classification and Compensation Study and Analysis

Services Contract

Between

Effingham County Board of Commissioners and EVERGREEN SOLUTIONS, LLC
601 North Laurel Street 2878 Remington Green Circle
Springfield, GA 31329 Tallahassee, Florida 32308

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 EVERGREEN SOLUTIONS, LLC (hereinafter called the "Consultant"). 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 surveying company as specified in RFP 21-14-001 - CLASSIFICATION AND COMPENSATION STUDY AND ANALYSIS; and

WHEREAS, the Consultant 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 Consultant as follows:

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The scope of services and the terms and conditions of performance shall be as specified in this document and in RFP 21-14-001 - CLASSIFICATION AND COMPENSATION STUDY AND ANALYSIS and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I-2 CONTRACT.
This Contract is one time lump sum in the amount not to exceed $18,500.00.

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

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

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

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

SECTION I-7 TERMINATION OF CONTRACT WITHOUT CAUSE.
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 Consultant 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 Consultant, 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 Consultant'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 Consultant.

SECTION I-10 COVENANT AGAINST CONTINGENT FEES.
The Contractor shall comply with the relevant requirements of all Federal, State, County or other local laws. The Contractor warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the Contractor, 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
SECTION I-13 INDEPENDENT CONTRACTOR.
Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an
independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible
for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or
materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the
payment of employees, including compliance with Social Security, withholding, and all other regulations governing such
matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors
during the life of this Agreement.

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

All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall
be transmitted by certified mail, postage prepaid, to Nancy Berkley, 2878 Remington Green Circle, Tallahassee, FL.
32308. It shall be Contractor’s responsibility to inform the County of any change to this contact address.

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

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

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

ARTICLE II
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

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

See attachment A for fee schedule.

These rates and fees shall remain in effect until the completion of the contract without exception.

All invoices shall contain the following:

Date services performed
Detailed account of services performed
Location of services performed
Name of employee providing said services

No work outside the scope of work contained in the RFP will be performed without the advanced written approval of the County’s
Human Resources Department.

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

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

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or
failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract
unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The County
will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.
SECTION II-2. PAYMENT OF TAXES AND FEES.
The Contractor shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

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

ARTICLE III
INSURANCE REQUIREMENTS

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

General Information that shall appear on a Certificate of Insurance:

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

Limits of Insurance:

Effective coverage shall have the following limits:
A. Commercial General Liability of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over $1,000,000.00.
B. Commercial Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
C. Workers’ Compensation limits as required by the State of Georgia and Employers Liability limits of $1,000,000 (one million dollars) per accident or disease.

Special Requirements:

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
RFP No. 21-14-001 – Classification and Compensation Study and Analysis

(5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.

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

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

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

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: $1,000,000 per claim/occurrence. Coverage Requirement: If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

**ARTICLE IV**

**WAIVERS AND EXCEPTIONS**

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

**ARTICLE V**

**GENERAL PROVISIONS**

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

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

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

If Contractor dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Contractor from County for services rendered prior to the date of death or dissolution shall be paid to Contractor’s executors, administrators, heirs, personal representative, successors, or assigns.

**ARTICLE VI**

**AUTHORITY TO EXECUTE AND ENTER AGREEMENT**

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

This ____ day of ____________________, 2020.

Evergreen Solutions, LLC

________________________________________
Signature

________________________________________
Title

Witness - Signature  Witness - Title

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

________________________________________
WESLEY CORBITT, CHAIRMAN

Attest:

________________________________________
Stephanie Johnson, County Clerk

CONTRACT NO. 21-14-001

COMMISSION APPROVAL DATE:
G. Cost of Services

Evergreen Solutions, LLC is pleased to present our proposed costs to conduct a Classification and Compensation Study and Analysis for Effingham County. We are committed to providing the highest quality consulting services to our client partners for a reasonable price. Our firm is fortunate that our overhead is minimal and our expenses are reasonable so we can pass that cost savings on to our clients.

Our total, not-to-exceed, fixed cost to complete all tasks identified in our detailed work plan in Section D of our proposal is **$18,500**. Our cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. **Note:** Our cost includes up two separate onsite visits to Springfield, if necessary, to provide the requested work.

Our preferred payment schedule is as follows:

- 25% - upon completion of Tasks 1 - 2
- 25% - upon completion of Tasks 3 - 4
- 25% - upon completion of Tasks 5 - 6
- 25% - upon completion of Tasks 7 - 10

We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that Effingham County wishes to identify.
Staff Report

Subject: Georgia's Healthcare Preparedness Program Funding
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 11-17-2020

Item Description: Consideration for ECBOC to ratify and affirm a submittal of an application to Georgia's Healthcare Preparedness Program (HPP) for supplemental funding in support of the response to COVID-19.

Summary Recommendation:
Staff is requesting approval to ratify and affirm a submittal of an application to Georgia's Healthcare Preparedness Program (HPP) for supplemental funding in support of the response to COVID-19.

Executive Summary:
Georgia Hospital Association (GHA) Emergency Preparedness Program partners with the Georgia Department of Public Health to help in the administration of the Healthcare Preparedness Program (HPP) grant. These federal funds are provided to healthcare coalitions to help them prepare for and respond to disasters and emergencies. Effingham County Emergency Management Agency (EEMA) is a stakeholder of Georgia's Region J HPP Coalition and is the coordinator/primary resource provider for healthcare facilities within Effingham County. Georgia's HPP has received supplemental funding in support of the response to COVID-19 for coalition members to apply for funding for COVID-19 related projects. EEMA will use the funds to purchase PPE.

Background:
1. The funding opportunity is competitive.
2. Application deadline was October 23, 2020.
3. No cost share requirement.

Alternatives for Commission to Consider:
1. Ratify and affirm a submittal of an application to Georgia’s HPP for supplemental funding in support of the response to COVID-19.
2. Do not ratify and affirm a submittal of an application to Georgia’s HPP for supplemental funding in support of the response to COVID-19.
3. Provide staff with direction

Recommended Alternative:
Staff recommends Alternative number 1 – Ratify and affirm a submittal of an application to Georgia’s HPP for supplemental funding in support of the response to COVID-19.

Other Alternatives: N/A

Department Review: Effingham County Emergency Management Agency

Funding Source:
The grant will cover the purchase cost of the PPE.

Attachments: None
Staff Report

Subject: Administration Building Renovations
Author: Alison Bruton, Purchasing Agent
Department: Administration
Meeting Date: November 17, 2020
Item Description: Approval of Contract 21-005 for Administration Building Renovations

Summary Recommendation: Approval of Contract 21-005 with Copper Construction Company, Inc.

Executive Summary/Background:
- An ITB was posted to solicit sealed bids for the renovations of the new Admin Building located at 802/804 S. Laurel St.
- Sealed bids were submitted on October 19, 2020 by the following:
  - Copper Construction - $887,671.00
  - Garbutt Construction - $1,020,235.24
  - WBM Construction - $1,027,200.00
  - Marchese Construction - $1,050,474.00
  - R. E. Crawford Construction - $1,069,900.00
- The renovations of the building will be completed as follows:
  - First Floor Office Phase 1 Areas: 70 Calendar Days
  - First Floor Renovations, Complete: 100 Calendar Days
  - Second Floor Renovations, Complete: 150 Calendar Days
- The Agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider
1. Approval of Contract 21-005 with Copper Construction in the amount of $887,671.00 for the renovations of the new Administration Building
2. Take no action

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Engineering, Administration, Purchasing, Finance
Funding Source: General Fund
Attachments:
1. Bid Tabulation
2. Agreement
3. Notice to Proceed
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Copper Construction</th>
<th>R. E. Crawford Construction</th>
<th>Garbut Construction</th>
<th>Marchese Construction</th>
<th>WBM Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SELECTIVE DEMOLITION</td>
<td>$10,633.00</td>
<td>$20,376.00</td>
<td>$27,550.00</td>
<td>$16,150.00</td>
<td>$17,250.00</td>
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<td>2</td>
<td>STRUCTURAL</td>
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<td>$6,710.00</td>
<td>$8,911.00</td>
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<td>3</td>
<td>CARPENTRY</td>
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<td>$107,073.00</td>
<td>$54,270.00</td>
<td>$218,950.00</td>
<td>$59,800.00</td>
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<tr>
<td>4</td>
<td>DOORS/WINDOWS</td>
<td>$34,836.00</td>
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<td>$56,200.00</td>
<td>$54,892.00</td>
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<td>5</td>
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<td>$165,796.00</td>
<td>$86,837.00</td>
<td>$115,000.00</td>
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<td>6</td>
<td>SPECIALTIES</td>
<td>$4,176.00</td>
<td>$9,401.00</td>
<td>$4,901.00</td>
<td>$45,400.00</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>7</td>
<td>FLOOR/CEILING FINISHES</td>
<td>$68,927.00</td>
<td>$112,310.00</td>
<td>$46,699.00</td>
<td>$65,900.00</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>8</td>
<td>INSULATION: SPRAY FOAM WITH RETARDANT</td>
<td>$21,123.00</td>
<td>$32,045.00</td>
<td>$44,762.00</td>
<td>$21,387.00</td>
<td>$21,000.00</td>
</tr>
<tr>
<td>9</td>
<td>INSULATION: BATT INSULATION</td>
<td>$9,866.00</td>
<td>$5,000.00</td>
<td>$3,975.00</td>
<td>$9,500.00</td>
<td>$12,500.00</td>
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<tr>
<td>10</td>
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<td>$38,200.00</td>
<td>$38,200.00</td>
<td>$82,700.00</td>
<td>$45,840.00</td>
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<tr>
<td>11</td>
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<td>$97,000.00</td>
<td>$97,000.00</td>
<td>$97,000.00</td>
<td>$112,878.00</td>
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<tr>
<td>12</td>
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<td>$284,072.00</td>
<td>$120,325.00</td>
<td>$68,000.00</td>
<td>$210,000.00</td>
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<tr>
<td>13</td>
<td>LIGHTING</td>
<td>$55,000.00</td>
<td>Included Above</td>
<td>$25,895.00</td>
<td>$32,000.00</td>
<td>$11,275.00</td>
</tr>
<tr>
<td>14</td>
<td>EXTERIOR SIGN</td>
<td>$11,538.00</td>
<td>$21,840.00</td>
<td>$26,756.00</td>
<td>$6,500.00</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>15</td>
<td>GENERAL CONDITIONS</td>
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<td>$108,842.00</td>
<td>$208,350.55</td>
<td>$141,150.00</td>
<td>$181,040.00</td>
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<tr>
<td>16</td>
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<td>$60,000.00</td>
<td>$64,000.00</td>
<td>$75,572.98</td>
<td>$100,800.00</td>
<td>$55,725.00</td>
</tr>
</tbody>
</table>

**Total Bid – County Administration Building Renovations**

- Copper Construction: **$887,671.00**
- R. E. Crawford Construction: **$1,069,900.00**
- Garbut Construction: **$1,020,235.24**
- Marchese Construction: **$1,050,474.00**
- WBM Construction: **$1,027,200.00**
This AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and Copper Construction Company, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

All tools, materials, labor, supervision, and equipment to perform the civil/site improvements including clearing, grubbing, paving, grading, drainage, utilities as specified on the plans for the County Administration Building Renovations in Effingham County, Georgia.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: ITB No. 21-005– County Administration Building Renovations

ARTICLE 2 – ARCHITECT/ENGINEER

2.01 The Project has been designed by Effingham County Engineering Department’s Consultant, Greenline Architects of Savannah, Georgia and their Sub-Consultants, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to A/E in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

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

3.02 Days to Achieve Completion and Final Payment

3.03 The Work will be completed by March 31, 2021 as follows:
A. First Floor Office Phase 1 Areas: 70 Calendar Days
B. First Floor Renovations, Complete: 100 Calendar Days
C. Second Floor Renovations, Complete: 150 Calendar Days.

ARTICLE 4 – LIQUIDATED DAMAGES

4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a
penalty), Contractor shall pay Owner $150 for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

ARTICLE 5 – CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Cost S/F</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SELECTIVE DEMOLITION</td>
<td>-</td>
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<td>-</td>
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<td>16</td>
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<td>-</td>
<td>$</td>
<td>$60,000.00</td>
</tr>
</tbody>
</table>

**Total Bid– County Administration Building Renovations**

|                         | $887,671.00 |

Page 4 of 12
ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below as long as the pay request is received by the 1st of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as A/E may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.

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

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

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Section 1.30 of The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of 1 percent per annum.
ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

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

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

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

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

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

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

ARTICLE 9 – COUNTY’S RIGHT TO SUSPEND OR TERMINATE WORK

A. Termination for Convenience. County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed for giving notices in this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least seven (7) days prior to the effective date of termination.
B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor’s act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor’s surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys’ fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

C. If Contractor’s services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.

D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.

E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney’s fees or costs from the other party to this Contract for any reason whatsoever.

F. The parties’ obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

ARTICLE 10 – INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or
The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them.

The CONTRACTOR'S obligation to indemnify the County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

ARTICLE 11 – 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 Contract. Any provisions of this Contract that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services.

ARTICLE 12 – CONTRACT DOCUMENTS

12.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 9, inclusive).
2. General Conditions (pages 1 to 7, inclusive).
3. Supplemental Conditions (pages 1 to 4 inclusive).
5. Addenda (numbers 1 to 2, inclusive).
6. Exhibits to this Agreement (enumerated as follows):
   a. Contractor’s Bid (pages 1 to 6 inclusive).
   b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 28, inclusive).

7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
   a. Notice to Proceed (pages 1 to 1, inclusive).
   b. Work Change Directives.
   c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

   A Field Order;
   1. A/E’s approval of a Shop Drawing or Sample; or
   2. A/E’s written interpretation or clarification.

ARTICLE 13 – MISCELLANEOUS

13.01 Terms

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

13.02 Assignment of Contract

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

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

13.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.05 *Contractor’s Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 13.05:

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

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

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

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
IN WITNESS WHEREOF, County and Contractor have signed this Agreement. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

This Agreement will be effective on _______________ (which is the Effective Date of the Agreement).

COUNTY:
Effingham County Board of Commissioners
By: __________________________
Title: Chairman

CONTRACTOR:
_______________________________
By: __________________________
Title: __________________________

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

Attest: _________________________
Title: __________________________

Address for giving notices:
601 N. Laurel Street
Springfield, GA 31329

Attest: _________________________
Title: __________________________

Address for giving notices:
NOTICE TO PROCEED

TO: Copper Construction Company, Inc.

RE: NOTICE TO PROCEED – CONSTRUCTION

ITB No. 21-005 – County Administration Building Renovations

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within ten (10) days of receipt of the Notice to Proceed and to be completed by November 30, 2020 in accordance with the Agreement between Owner and Contractor. Failure for the work to be substantially complete by this time/date will result in deductions from the monies due the contractor as “liquidated” damages in an amount equal to $150.00 per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this _____day of __________, 2020

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: ____________________________

Page 12 of 12
Staff Report
Subject: Purchase of New Ambulance for EMS
Author: Alison Bruton, Purchasing Agent
Department: EMS
Meeting Date: November 17, 2020
Item Description: Approval of Contract 21-19-001 for Purchase of New Ambulance for EMS

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

Executive Summary/Background:
- Four sealed proposals were received for the purchase of a new Ambulance:
  - Custom Truck & Body Works - $166,522.00 – No Exceptions
  - First Class Emergency Vehicles - $164,960.00 – With Exceptions
  - Ten-8 - $169,813.00 – With Exceptions
  - ETR - $178,705.00 – With Exceptions
- EMS Staff requests to accept the proposal from Custom Truck & Body Works. Although they were not the lowest submission, their bid contained NO exceptions. Effingham County EMS has also purchased the last three (3) Ambulances from Custom Truck & Body Works and have been satisfied with their product and customer service.
- Of the vendors that submitted proposals, Custom Truck & Body Works is the only vendor located in Georgia.

Alternatives for Commission to Consider
1. Approval of Contract 21-19-001 with Custom Truck & Body Works for the purchase of a new Ambulance in the amount of $166,522.00
2. Approval of Contract with First Class Emergency Vehicles for the purchase of a new Ambulance in the amount of $164,960.00

Recommended Alternative: 1
Other Alternatives: 2
Department Review: EMS, Finance, Purchasing
Funding Source: SPLOST
Attachments:
1. Bid Tabulation
2. PO# 21-19-001
3. Custom Truck & Body Works Proposal
4. First Class Emergency Vehicles Proposal
<table>
<thead>
<tr>
<th></th>
<th>ETR</th>
<th>First Class Emer. Vehicles</th>
<th>Custom Truck &amp; Body Works</th>
<th>Ten-8</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Chassis/Make</strong></td>
<td>Ford</td>
<td>2020 Ford</td>
<td>2021 Type 1 Ford</td>
<td>Ford</td>
</tr>
<tr>
<td><strong>Model/Type</strong></td>
<td>F-450</td>
<td>F-450 XLT, 6.7 Diesel, 169” WB, 16,500 GVWR</td>
<td>F-450 &quot;Cutom Series&quot; Ambulance, 4x2 Diesel</td>
<td>F-350 4x2 Diesel</td>
</tr>
<tr>
<td><strong>Ambulance Brand</strong></td>
<td>Wheeled Coach</td>
<td>Medix Express ME-157 Type 1</td>
<td>Custom Truck &amp; Body Works Inc.</td>
<td>Crestline</td>
</tr>
<tr>
<td><strong>Delivery Date</strong></td>
<td>210-240 days</td>
<td>180-210 Days Approx</td>
<td>90-120 Days after receipt of Chassis</td>
<td>180 Days contingent on receipt of chassis</td>
</tr>
<tr>
<td><strong>Total Price</strong></td>
<td>$178,705.00</td>
<td>$164,960.00</td>
<td>$166,522.00</td>
<td>$169,813.00</td>
</tr>
<tr>
<td><strong>Exceptions</strong></td>
<td>Dump Switch- Per KKK, the rear suspension shall only lower the module when the vehicle is in park and the parking brake is set</td>
<td>Do not offer a ducted system, reasons listed in submittal.</td>
<td>None</td>
<td>Model length 150&quot;, Chassis is F350 with liquid spring, thermostat not digital, inverter Xantrax brand, six (6) dome lights, two (2) OEM key fobs from manuf.</td>
</tr>
</tbody>
</table>
### REQUISITIONER
ECBOC

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

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

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

---

**CUSTOM TRUCK & BODY WORKS - SIGNATURE**

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

**DATE**

**AUTHORIZED BY - SIGNATURE**

**AUTHORIZED BY - TITLE**

**CHAIRMAN**

**AUTHORIZED BY - PRINT NAME**

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

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

**STANDARD BASE UPPFIT CONVERSION w OPTION CHOICES**

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

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

**PATIENT COMPARTMENT CABINET & HARDWARE / SECTION 3.0**
- Cabinets
- Cabinet Type: (12') 3/4 Inch Plywood
- Cabinet Over Rear Door
- Cabinet Over Squad Bench
- Countertops: (2) Solid Surface Staron
- Assist Handicap Entry Door Handles "V" Style
- Attendant Seat - Child Safety with Swivel Base - Wise

Select Color:
### Option - Cot Fastener System - Performance Load W Inductive Charger & Floor Plate - Stryker

| Cot Fastener System Position - Center |

| Emergency Release Latch's on Entry Doors |

| Fire Extinguisher #5 |

| Flooring: Lonplate II - Gray- Rolled 3" |

| Formica | Select Color: |

| Glove Box Over Curbside Entry Door |

| Grab Rail (1) - Ceiling 72" Stainless Steel (1 Above Squad Bench) |

| Safety Grb Handle on Entry Doors |

| Safety Netting - Head Of Squad Bench |

| Upholstery - Vacuum Formed | Select Color: |

### MEDICAL - OXYGEN EQUIPMENT - SECTION 4.0 & 5.0

| IV Hangers Recessed - Standard Is 2 | Qty Needed: 2 |

| O2 Wrench Mounted |

| Oxygen Bracket - Zico M Cylinder |

| Oxygen Outlets - Standard Is 3 | Qty Needed: 3 |

| Rico Suction / Suction Aspirator |

| Vacuum Outlet - Standard Is 1 | Qty Needed: 1 |

### ENVIRONMENTAL SYSTEMS / SECTION 6.0

| AC/Heat - Hoseline Ducted System 12VDC W B.M.C. |

| Exhaust Fan/ Vent |

### ELECTRICAL / SECTION 7.0

| Antenna Coax - Standard Is 2 | Qty Needed: 2 |

| Additional Batteries | Qty Needed: 0 |

| Back Up Alarm |

| OEM BACKUP CAMERA |

| Clock: Intelitec Digital |

| Console, Front - Scorpion Coated Gray |

| Electrical System - 12V Rctronics |

| Inverter Pre Wire - Does Not Include Inverter |

| Option - Inverter - Vanner 1050 |

| Pre-Wire 12V Radio (2) |

| Option - Power Locks - All Compartments, Hidden Stealth Switch And Entry Doors |

| Shoreline: 20 Amp Auto Eject |

| Siren - Whelen 295LSA1 |

| No Secondary Siren |
Siren Speakers, Recessed Front Bumper Cast

<table>
<thead>
<tr>
<th>Timer</th>
<th>Qty Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>120V Outlets - Standard Is 3</td>
<td>3</td>
</tr>
<tr>
<td>110V GFI Duplex Outlets Lighted - Standard Is 3</td>
<td>4</td>
</tr>
<tr>
<td>USB Outlets - Standard Is 2</td>
<td>2</td>
</tr>
</tbody>
</table>

Wire Engine Block Heater - Shorline Supplied & Switched

<table>
<thead>
<tr>
<th>LIGHTING (EMERGENCY) / SECTION 8.0</th>
<th>Qty Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>OS Lights - Entry Doors</td>
<td></td>
</tr>
<tr>
<td>Whelen ION LED W/Bezels - Grille</td>
<td>2</td>
</tr>
<tr>
<td>Whelen ION LED W/Flanges - Front Intersection - R</td>
<td>2</td>
</tr>
<tr>
<td>Whelen M9 LED W/Flanges -Front</td>
<td>7</td>
</tr>
<tr>
<td>Whelen M9 LED W/Flanges - Rear - R/A/R</td>
<td>3</td>
</tr>
<tr>
<td>Whelen M9 LED W/Flanges - Rear Window Level - R</td>
<td>2</td>
</tr>
<tr>
<td>Whelen M9 LED W/Flanges - Side - R</td>
<td>4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIGHTING (NON-EMERGENCY) / SECTION 8.0</th>
<th>Qty Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Action Area - Standard Is 2</td>
<td>2</td>
</tr>
<tr>
<td>Compartment Light - Single Six (6) Led Strip Light</td>
<td></td>
</tr>
<tr>
<td>Dome Lights - Whelen LED</td>
<td></td>
</tr>
<tr>
<td>Marker Lights - LED</td>
<td></td>
</tr>
<tr>
<td>Scene Lights: (6) Whelen M9 LED W/Flanges</td>
<td></td>
</tr>
<tr>
<td>Spotlight: Handheld</td>
<td></td>
</tr>
<tr>
<td>Stepwell Light LED</td>
<td></td>
</tr>
<tr>
<td>S-T-T Lights - Whelen M6 / Arrow Turn / Led Reverse / Docking Lights</td>
<td></td>
</tr>
<tr>
<td>Tag Light - LED</td>
<td></td>
</tr>
</tbody>
</table>

| DECALS - GRAPHICS - LETTERING / SECTION 9.0 | |
|--------------------------------------------| |
| Module Paint Color: White Or Single Color Of Customer's Preference | |
| Lettering & Graphics | |
| SOL Decals | |
| All Modular Door Panels - Chevrons | |

**ADJUSTMENTS TO STANDARD:**

(10) DOME LIGHTS IN REAR PATIENT COMPARTMENT

NO CPR SEAT

(3) KEY FOBS

WIRING FOR RADIOS

GPS ON CHASSIS
## ADD ON'S:

Additional Lettering & Graphics Cost - (TO MATCH EXISTING FLEET)

- DROP SKIRT AT SIDE ENTRY DOOR
- PHYSIO 12/15 MONITOR MOUNT
- (2) PORTABLE O2 BRACKETS
- HEPA FILTER ON AC INTAKE
- RANCH HAND GRILLE GUARD

## CHANGE ORDER:


SUPPLEMENTAL ELECTRICAL LIMITED WARRANTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLAIMER LIMITATIONS
This warranty is in lieu of all other warranties expressed or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. Note: Applies only to the general one year limited warranty and not any other or extended warranty or warranties made by Custom Works. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE DAMAGES ARISING FROM ANY DEFECT, DELAY, NON-DELIVERY, RECALL, OR OTHER BREACH BY CUSTOM WORKS INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC INJURY. CUSTOM WORKS SHALL NOT BE LIABLE TO THE OWNER OR ANYONE ELSE IN TORT FOR ANY NEGLIGENCE DESIGN OR MANUFACTURE OR ANY PRODUCTS OR FOR THE OMISSION OF ANY WARNING WITH RESPECT THERETO.

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

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

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

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

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

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

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

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

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

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

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

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

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SUPPLEMENTAL PAINT LIMITED WARRANTY

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

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

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

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

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

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

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

DISCLAIMER LIMITATIONS
THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. NOTE: Applies only to the general one year limited warranty and not any other or extended warranty or warranties made by Custom Works. Custom works shall not be liable to the owner or anyone else for consequential, incidental, special, exemplary, indirect, or punitive damages arising from any defect, delay, non-delivery, recall, or other breach by Custom Works including but not limited to personal injury, death, property damage, lost profits or other economic injury. Custom Works shall not be liable to the owner or anyone else in tort for any negligent design or manufacture or any products or for the omission of any warning with respect thereto.

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

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

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### First Class Emergency Vehicles

#### Effingham County Board of Commissioners

**Address:**
601 North Laurel Street
Springfield, GA 31329

**Contact:**
Wanda McDuffie, EMS Director 912-754-2149
James Olson

---

**MEDIX Model:** MSV-II 157 Type I

**Chassis Model Year:** 2020

**Chassis:** Ford F-450 XLT, 6.7L DIT Diesel, 169" WB, 16,500 GVWR

**Body Type:** 84" CA, 4x2

**VIN #:** To be assigned by MEDIX

#### Chassis & Conversion

<table>
<thead>
<tr>
<th>QTY</th>
<th>STD/OPT</th>
<th>Chassis &amp; Conversion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>STD</td>
<td>Liquid Spring Suspension Installation by Utility Bodywerks DS129FS3, see quote, the kit will be ordered through Utility Bodywerks; Requires Dump cancel switch that Medix will order and install - installed at the Curbside rear door on the wall - &quot;L/S Dump Overrride&quot; - p/n: MX09166.</td>
</tr>
</tbody>
</table>

#### Flooring & Interior Colors

<table>
<thead>
<tr>
<th>01-</th>
<th>Cabinets: Laminated Wood- (Specify Color)</th>
<th>Color:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>STD</td>
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</table>

<table>
<thead>
<tr>
<th>01-</th>
<th>Upholstery: (Specify Color)</th>
<th>Color:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>STD</td>
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</table>

<table>
<thead>
<tr>
<th>01-</th>
<th>Flooring: Lonseal- LonPlate (Diamond Plate) (Specify Color)</th>
<th>Color:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>STD</td>
<td></td>
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</tbody>
</table>

#### Body & Chassis

<table>
<thead>
<tr>
<th>02-</th>
<th>This chassis is equipped with a Diesel Exhaust Fluid (DEF) System to meet the EPA Diesel Emissions Standards.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>STD</td>
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<tr>
<td>1</td>
<td>STD</td>
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</table>

<table>
<thead>
<tr>
<th>02-</th>
<th>Ford &quot;F&quot; Series Super Duty OEM Back-Up Camera and Harness tied into OEM display in dash. Option Code 872. Includes RVS-MV3-IR camera and RVS-OA08 Harness.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OPTION</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>02-</th>
<th>Built-in GPS (Price per Ray Devlin)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>STD</td>
</tr>
<tr>
<td>1</td>
<td>STD</td>
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<tr>
<td>1</td>
<td>STD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>02-</th>
<th>Compartment #1 SS Forward: Smooth Aluminum body, O2 Universal &quot;M&quot; or &quot;H&quot; cylinder storage for STEEL tank, Door w/gas strut hold-open, Sealed access to paddle handle in door panel. Stainless steel sill protector.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>STD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>02-</th>
<th>Compartment #2 SS Center: Smooth Aluminum body, Open Storage, Single access door w/gas strut hold-open. (1) Adjustable aluminum shelf w/DA finish. Sealed access to paddle handles in door panel. Stainless steel sill protector.</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>STD</td>
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<tr>
<th>02-</th>
<th>Compartment #3 SS Rear: 3/4 height, Smooth Aluminum body, Inside/Outside access w/offset for 22&quot; interior monitor shelf aft of CPR seat, (1) adjustable shelf w/DA finish. Door w/gas strut hold-open. Sealed access to paddle handle in door panel. Stainless steel sill protector.</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>STD</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>02-</th>
<th>Rear Entry Doors: Dual door system w/exterior/interior, locking paddle handles; fixed glass windows and Cast Grabber hold-opens. Sealed access to paddle handles in door panels. Stainless steel sill protector. Two-piece interior door panel.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>STD</td>
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</table>

<table>
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<tr>
<th>02-</th>
<th>Compartment #4/5 SS Forward: NO body above floor, ADP interior door panel, ALS Cabinet w/ Inside/Outside access, Full-height, single Door w/gas strut hold-open. Bottom section smooth aluminum body for open storage or optional roll-out battery tray w/removable, latching door.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>STD</td>
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</tbody>
</table>

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**Date:** 10/20/2020 11:39 AM

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| 1 | STD | Drop Skirt - 4" on Curbside forward of the rear wheelwell. Requires rub rail to be offset on curbside; taller front stone guard on passenger side and taller kickplate on passenger side. |
| 1 | STD | Curbside Entry Door: Taller for 4" drop skirt. Door handle to remain aligned with Compt #4/5 handle; Single door system w/exterior/interior, locking paddle handles; window w/fixed glass; Gas strut hold-open. Sealed access to paddle handles in door panel. LED Step well light. Stainless steel sill protector. Two-piece interior door panel. |
| 1 | STD | Curbside Entry Door Stepwell: Dual, smooth aluminum steps welded into door opening coated with rubberized urethane liner material. Stainless steel threshold trim. Dri-Dek insert on lower floor of step entry. |
| 1 | STD | Compartment #6 CS Rear: Smooth Aluminum body, Vertical backboard storage w/(2) seat belts restraints; (1) in upper Backboard section, (1) lower across Backboard and Stair Chair Section. Door w/gas strut hold-open. Sealed access to paddle handles in door panel, Stainless steel sill protector. Compartment to be 17" Wide and divider located to accommodate 8" wide tracked Stair Chair. |
| 1 | 99-2125 | Compartment #7: Smooth Aluminum body, Open Storage, Single access door with 2" strap hold-open. No shelf. Sealed access to paddle handles in door panel. (1) LED light in ceiling. Installed between CS rearwheelwell and compartment #6 IATS. NOTE: MSV-II 170 Type III and MSV-II 157 Type I Only. |
| 1 | STD | Divider: Aluminum w/DA finish, vertical in back Board Compartment #6 |
| 1 | STD | All Entry Door paddle handle and rotary latching components will include emergency door releases located top and bottom of each door and shall meet the FMVSS 206 30G Test Requirement |
| 1 | STD | Power Door Locks: Key Pad, programmable for power door locks |
| 1 | 200200A | Power Door Locks: All Entry and Compartment Doors, wired to OEM door lock system. |
| 1 | STD | Additional Key Fob |
| 1 | STD | Pass-Thru: With accordion boot. |
| 1 | STD | Running Boards: Aluminum diamond plate w/splash guards and Starburst grip punch pattern on step surface. |
| 1 | STD | Fender Flares: Rolled Stainless Steel. |
| 1 | STD | Rear Bumper: ADP corner pads w/Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame |
| 2 | STD | Hangers: (2) Cast black rubber fold-down over knee area of Cot and Squad Bench |
| 3 | STD | Mirrors, OEM: (1) heated/remote control on each cab door, (1) on interior windshield |
| 4 | STD | Wheel Covers: Stainless steel covers w/Valve Extenders |
| 4 | STD | Stone Guards: (3) Std Lower body corners, ADP; (1) 4" taller ADP on Curbside front |
| 1 | STD | Kick Plate, Rear: ADP, below rear doors across to corner posts |
| 1 | STD | Rub Rails: C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers. |
| 2 | STD | Fuel Fill Bezel: Cast aluminum; DEF Fill Bezel: Cast Aluminum |
| 2 | STD | Fuel Fill Scuff Plate: Stainless steel, below fuel fill bezel for Type I and DEF Fill bezel. |
| 1 | 99-1573 | Grille Guard: Ranch Hand Legend GGF171BL1, NO winch or camera cut-out option. Ford F-350/450 Models Only. NOTE: REQUIRES RELOCATING GRILLE LIGHTS TO THE GRILLE GUARD CENTER MESH AREA. USE LOOM FOR GRILLE LIGHT WIRES. NOTE: MOUNTING BRACKETS NEED ORDERED TO "SANDWICH" GRILLE LIGHTS ON GRILLE GUARD - PER PRINT 33-105640 x1 FOR EACH LIGHT |
| 1 | STD | Insulation: Pink, double sided radiant barrier/ acoustic material, installed on curbside and streetside rear wheel wells. |
| 1 | STD | Insulation: Spray in place foam, FR 2-Part Spray Foam, CP-1000 Kit 200, applied to curbside entry step well and both rear wheel wells |
| 1 | STD | Undercoating: Per Ford QVM Guidelines |

03- Brake, Turn & Back-Up Lights

1 | STD | Lights: DOT, Brake/Tail, Turn, Back Up: Whelen 600 Series LED. |

1 | STD | DOT Marker Lights: TecNiq LED, rubber grommet bezels; (7) S34-AC09-1 Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) S34-RC90-1 Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals. |

04- Electrical, Power Distribution, Control Center & Interior Lighting

1 | STD | Battery Switch, Automatic: TST CDR-400. Located in Electrical Cabinet. |

2 | STD | Batteries: OEM, 750 C.C.A. |
Battery: Additional, (1) OEM, 750 C.C.A. w/single roll-out tray on Type I, IATS batteries under the hood. Battery to be located below ALS in sealed storage area.

Front Console/ Switch Panel: Formed Aluminum body powder coated black and attached to chassis floor. Switch panel: Engraved black plastic with LED lighted switches for Emergency Master, Primary/Secondary Modes, Siren/Horn, Left, Rear and Right Floods, Back-Up Alarm, Module Disconnect. Siren mounted in engraved panel below switches.

Antenna, Radio Coax Cables: Terminated behind driver's seat w/Power & Ground for each

Dome Lights: Whelen LED, 18-diodes w/chrome flange MX80EHZA, 2-banks of four (4) LEDs switched separately with Hi/Lo functions; 1-bank of three (3) lights centered over cot, switched separately with Hi/Lo functions.

Action Area Light: Whelen PSC0ACDR, 12 VDC LED Strip light, 6 diodes and On/Off switch on rear control panel

USB Port: Vanner VSS-USB dual port 2Amp mounted on A/A wall

Shoreline: 125 VAC, 20-Amp, 60 Hz, straight blade inlet w/hinged, weatherproof cover, located above Compartment #2 SS

Switch, Momentary Disable: For Scene/Load Lights. (1) Located on Curbside Wall in 4-position plastic bezel: MX01507. (1) Located on Rear Curbside wall in standardized position, no bezel required, vertical S.S. trim is punched for switch.

Timer: 5-minute check-out, wired to CS High mode dome lights

Inverter: Vanner 20-1050CUL-1000watt w/battery charger and built in GFI. Remote controlled w/switch in rear panel. (This option deletes the GFI in the A/A wall). ILOS NOTE: OPTION 99-1955 IS REQUIRED WHEN ANY INVERTER IS MOUNTED IN ANYBULKHEAD OR INTERIOR INCLOSED CABINET.

Breaker Box: 125 VAC w/20-Amp Breaker located in upper RH corner of interior cabinet "E". GFI receptacle located on the Action Area wall.

12 VDC Outlets: (1) in Action Area, (1) in ALS Cabinet, (1) in 2nd Action Area

125 VAC Outlets: Duplex, located (1) in Action Area, (1) in ALS, (1) in 2nd Action Area

125VAC: Duplex Outlet, IATS Specify Location(s): In Patient Compt. Behind passenger seat

Rear Switch Panel: Engraved black plastic panel with (10) LED lighted switch positions for Dome Lights (Streetside, Center, Curbside, Vacuum, Vent, A.A. Light, Inverter, Spare switches and digital clock w/Mode Buttons, MX01517)

Electrical Cabinet: Located over pass-thru w/latching, recessed, vented door

05- Warning Lights & Siren

Lights; Warning, Whelen LED EMERGENCY Lighting Package- Ford, Chevy Type I and Type II- MSV-II Models ONLY.

NOTE: Does not include LED Scene or Load Lights.

All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations.

Front of Body: Add (7) Whelen 900 Series Super-LEDs- Specify pattern by LED Color (Red or White: 

Outer (2) lights and (1) Center light flash on K-Spec flasher. Inner (4) flash independently on Light Bar switch on front console.

Sides of Body: (4) Whelen 900 Series Red Super-LEDs: (2) each side in upper corners

Rear of Body: (4) Whelen 900 Series Red Super-LEDs: (2) in upper outboard corners, (2) Mid-Body wired as Warning/Brake at the window level; (1) Whelen 900 Series Amber Super-LED in the center position over the rear doors.

Brake, Turn & Back-Up Lights: Whelen 600 Series LEDS, (60BTT, 60A00TAR, 60C00VCR)

Lights, Warning, Intersection Lights: (2) Whelen LINZ6 Series Red Super-LEDs on Front Fenders; (2) Whelen 700 Series Red Super-LEDs above rear Wheel Wells- wired to Pri/Sec Modes

Lights, Warning, Grille: Whelen LINZ6 Red LED, on center grille bar, w/Clear lenses and flanges.

Lights: Scene, Whelen 900 Series Halogen with flange included - (2) Each Side of Module

Lights: Load, Whelen 900 Series Halogen with flange included - (2) over rear entry doors

Flasher: Dual mode flasher for Warning Light system, Vanner 9860GCEP

Siren Speakers: dual 100 Watt drivers mounted through the front bumper - SAD3827-20FSD-1 // SAP3828-20FSD-1 (for 2020 Chassis)
<table>
<thead>
<tr>
<th></th>
<th>100 Watt Speakers Installed behind front OEM Grille</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>99-1191</td>
</tr>
<tr>
<td></td>
<td>Siren: Whelen 295SLSA1 Siren IATS, wired to the separate speakers. Locate siren in console removable Positron panel p/n: 39-09-3501 (MX01274). NOTE: Must add additional speakers for additional 295SLSA1 and specify mounting location.</td>
</tr>
<tr>
<td>1</td>
<td>STD</td>
</tr>
<tr>
<td></td>
<td>Siren- Whelen 295 SLSA1, 200 Watt</td>
</tr>
<tr>
<td>06-</td>
<td>Oxygen, Vacuum &amp; Miscellaneous Items</td>
</tr>
<tr>
<td>3</td>
<td>STD</td>
</tr>
<tr>
<td></td>
<td>Oxygen Outlets: Quick-connect style, 2-in Action Area, 1-over Squad Bench</td>
</tr>
<tr>
<td>1</td>
<td>STD</td>
</tr>
<tr>
<td></td>
<td>Electric Oxygen with manual bypass and switch on A/A panel</td>
</tr>
<tr>
<td>1</td>
<td>STD</td>
</tr>
<tr>
<td></td>
<td>Suction Aspirator System: SSCOR disposable container mounted in recess below Action Area, w/SSCOR gauge and quick-connect in recessed area; SSCOR vacuum pump mounted on ceiling of Compartment #2.</td>
</tr>
<tr>
<td>1</td>
<td>STD</td>
</tr>
<tr>
<td></td>
<td>Oxygen Cylinder Retention: Universal for &quot;M&quot; or &quot;H&quot; cylinder, steel w/3-spring buckle straps and top collar, powder-coated Safety Yellow color- in Compartment #1.</td>
</tr>
<tr>
<td>1</td>
<td>STD</td>
</tr>
<tr>
<td></td>
<td>O2 Regulator: Amvex, 50psi, pre-set</td>
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<tr>
<td>2</td>
<td>99-1426</td>
</tr>
<tr>
<td></td>
<td>O2 Cylinder Mount: CPI OA1101-D-1 oxygen bottle holder with mounting plate, for &quot;D&quot; cylinders. Specify Location(s):</td>
</tr>
</tbody>
</table>

**07-** AC/Heat

|  | HVAC System: ProAir "STAND ALONE" 80 002 881 High capacity 917 combination Heat-AC system to include (1) stand alone compressor, a bulkhead mounted external condenser PN: 206 DL mounted on a painted aluminum shelf PN: 33-11-3943 and a ProAir high performance seven speed, evaporator unit PN: 917 with brushless blower motor and in line booster pump for the rear heater. There will be a digital thermostat control in Action Area. The evaporator unit will be mounted in the front bulkhead over the walk-through. The condenser requires (2) mounting brackets PN: 33-11-3527. NOTE: Ford Type I Diesel Models Only |
| 1 | 99-1972 |

**08-** Cabinets, Hardware & Miscellaneous Items

<p>|  | Main Cabinet Wall: Extended Action Area with 2nd full depth Overhead cabinet with (1) adjustable shelf. Extended action area to provide 20&quot; clearance above A/A shelf for Monitor Mounting. Upper and Lower Rear Cabinets to extend from end of 2nd action area as far to the rear as physically possible. (NO CPR SEAT) |
| 1 | 99-0894 |
| | Main Wall Cabinets will have (1) adjustable shelf in each and sliding polycarbonate doors with full height extruded handles. See Prints for Configuration. |
| 1 | STD |
| | Action Area Overhead Cabinet: Single cabinet full-height/full-depth of Action Area with sliding polycarbonate doors and full height extruded handles. |
| 1 | STD |
| | Action Area and Switch Panel: Laminated, sealed countertop and vertical panel with Suction system collection canister, Vacuum gauge, (2) Oxygen outlets, (1) USB, (1) 12VDC Outlet, (1) 125VAC Outlet and digital Thermostat. Switch panel MX01517 includes (10) switch positions and digital clock w/Mode Buttons. |
| 2 | STD |
| | Bulkhead Wall Cabinets: Electrical Cabinet above walk-thru w/hinged, latching, vented door. |
| 2 | STD |
| | Pass-Thru Cabinets: Upper cabinet- general storage w/hinged, latching door; Lower cabinet- general storage w/hinged, latching, vented door and location for inverter and vacuum pump on floor |
| 3 | STD |
| | (2) EVS V-4 Belted seating positions w/(3) short bottom straps for 2nd Patient restraint |
| 4 | STD |
| | Stainless steel kick panel along lower, aisle side wall. |
| 1 | STD |
| | Cabinet, Squad Bench Overhead: w/ (2) flip-up 1/2&quot; Acrylic doors with Eberhard two point squeeze latches. |
| 1 | STD |
| | Sharps ONLY: Tilt-Out style with bottom hinged door with sharps container, located at on the aisle side face of the squad bench. |
| 1 | STD |
| | Waste ONLY: Waste container bracket, attached to head end of squad bench by stepwell. Use p/n: 19-0017 |
| 1 | STD |
| | Technician's Seat: EVS Rear facing automotive style chair with EVS V-4 belt system mounted on swivel base. |
| 1 | 99-0546 |
| | Cargo Net: Head of Squad Bench- Type I / Ill (166, RP-90, MSV Ill) PN: 63-08-0022, bolted to taping plates in the floor, wall and ceiling. PN: ZRS-NETME009-02-A. |
| 1 | 99-0914 |
| | Seating: EVS Technician's Seat 1860 with Child Restraint System, Rear facing automotive style chair with 4Pt seat belt mounted on Heater Steel Base- ILOS 4Pt seat and base. |
| 1 | STD |
| | Seat Base: EVS SB-2 Swivel Base for EVS Technician's Seat |</p>
<table>
<thead>
<tr>
<th></th>
<th>STD</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>STD</td>
<td><strong>Cabinet, Rear Overhead</strong>: Cabinet over rear door opening w/ (1) flip-up 1/2&quot; Acrylic door w (2) round SouthCo latches.</td>
</tr>
<tr>
<td>1</td>
<td>STD</td>
<td><strong>Assist Rail</strong>: 1.25&quot; Stainless steel w/radiused ends, overhead off-set toward Streetside.</td>
</tr>
<tr>
<td>3</td>
<td>STD</td>
<td><strong>Grab handles</strong>: 12&quot; x 1.25&quot; dia. stainless steel mounted on each rear entry and curbside entry door</td>
</tr>
<tr>
<td>1</td>
<td>STD</td>
<td><strong>Reflective Striping</strong>: Alternate Red/White chevron pattern on smooth aluminum kick panel- mounted on each rear entry and curbside entry door</td>
</tr>
<tr>
<td>9</td>
<td>STD</td>
<td><strong>Reflective Striping, Door Open Protection</strong>: .50&quot; Red reflective striping around interior door pan of all body doors.</td>
</tr>
</tbody>
</table>

### 09- Cots & Miscellaneous Items

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>99-0880</td>
<td><strong>Cot Mount</strong>: Stryker Performance Load (6392-000-001) with inductive charger and floor plate ILOS 175-3. <em>NOTE: Dealer Must Specify Mounting Location</em></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td><strong>Stryker Monitor Bracket for Physio 12's and 15's</strong></td>
</tr>
</tbody>
</table>

### 10- Paint & lettering

<table>
<thead>
<tr>
<th></th>
<th>STD</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>STD</td>
<td><strong>Paint</strong>: Body all OEM White</td>
</tr>
</tbody>
</table>
| 1 | 1000060 | **Paint**: Beltline Stripe  
**Color**: Chrome Orange  
**Color Code**:  
**Configuration**: |
| 1 | 1000020 | **Paint**: Skirt line Stripe  
**Color**: Chrome Orange  
**Color Code**:  
**Configuration**: |
| 1 | 1000140 | **Vinyl**: Chevrons, 2-Color: Full Rear, 6" Standard Grade Reflective Stripes  
**Color #1**: Orange  
**Color #2**: White |

### Custom Lettering Package

**SHIP LOOSE**

### TOTAL ORDER

I have reviewed this Order and find it to be acceptable and ready to build.

________________________________________
**Dealer Signature**

Date: _______________________

I have reviewed this Order and find it to be acceptable and ready to build with the addition of the attached, approved changes.

________________________________________
**Dealer Signature**

Date: _______________________

Due to on-going product improvements and the changing requirements of the ambulance industry, MEDIX Specialty Vehicles, Inc. reserves the right to change product specifications and related products without prior notice and without any obligation to change prior products or parts. ALL PATENTS RIGHTS RESERVED.
EFFINGHAM COUNTY, GA
CLARIFICATIONS

DRAWINGS: Please see our CAD drawings attached. These are our drawings for our model MSV II ME-157 Type I. These drawings do not show a Compt. #7 (curbside in front of Spineboard Compartment but it is included in our pricing. These drawings do not show a full cabinetry left wall but it is included in our pricing. We will work out all details at our pre-construction conference with you.

AC/HEAT: DUCTED SYSTEM 12 VDC: We offer our standard 12 volt heat cool system which is mounted in the front upper bulkhead wall. See interior drawings showing location.

We do not offer a ducted system for several reasons.

1. Ducted systems reduce air flow and thus cooling power, unrestricted systems such as Medix cool and heat much more effectively, efficient and quicker.

2. Ducted systems produce moisture and are susceptible to mold and mildew formation and are difficult to clean. This system you specified can only be cleaned and disinfected is by taking it apart.

3. Many ducted systems reduce interior headroom by 4” making the effective headroom 68”. By using the Medix system you will not reduce headroom in the patient compartment.
Summary Recommendation:
The 2021/2022 FY CYCLE 24 Coastal Incentive Grant (CIG) opportunity involves a competitive pre-application process followed by an invitation only, competitive full application process. Pre-applications are due by 4:30 pm on Friday, December 4th, 2020. This project was recommended in 2019 but requests were made to change the project to McCall Park. The Department of Natural Resources deemed that the project did not meet the conditions set forth in the CIG program and funding was denied. Staff is recommending R B Baker Lake Park improvements for this new cycle.

1. The maximum grant amount is $80,000.00 with a $1.00 to $1.00 match.
2. If a grant is awarded, work shall be done between October 1, 2021, and September 30, 2022.
3. The restrooms, picnic tables, trash cans and walking track in R B Baker Lake Park are in disrepair.
4. The pre-application for consideration is for refurbishing and upgrading the restrooms to meet code, replacing picnic tables, trash cans and repaving the walking track around R B Baker Lake Park.
5. Also included in the improvements are educational kiosks at the picnic areas that educate visitors on the coastal resources in our rivers, lakes, wetlands and streams.
6. The budget for the improvements listed is $160,000.00. $80,000.00 from the grant and $80,000.00 matching funds.

Alternatives for Commission to Consider
1. Board approve to submit a pre-application for a Coastal Incentive Grant for R B Baker Lake Park Improvements.
2. Do not approve to submit a pre-application for a Coastal Incentive Grant for R B Baker Lake Park Improvements.

Recommended Alternative: Approve Alternate 1    Other Alternatives: None
Department Review: Engineering
Funding Source: Coastal Incentive Grant and SPLOST funds
Attachments:
    1. Pre-application cover sheet w/budget
    2. Pre-application Narrative
Georgia Department of Natural Resources  
Coastal Incentive Grant Program  
2021-2022 FY CYCLE 24 Application Cover Sheet

Project Title: R B Baker Lake Park Improvements

Applicant Information (Subgrantee Organization)

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

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

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

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

Federal Funds Requested  
Year One: $80,000.00  
Year Two: $80,000.00  
(MUST be 1:1 for each year)

Total Cost Per Year: $160,000.00  
Match Provided: $80,000.00  
($1:1 for each year)

Primary Funding Theme (select one):

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

Typed Name of Authorizing Official: ____________________________
Title of Authorizing Official: ____________________________
Signature of Authorizing Official: ____________________________ Date: ____________________________
<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>CIG Funds Requested (Federal)</th>
<th>Match Funds Provided (Non-Federal)</th>
<th>Total (Federal + Non-Federal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment (Items &gt; $5,000)</td>
<td>$47,200.00</td>
<td>$47,200.00</td>
<td>$94,400.00</td>
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<tr>
<td>Travel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplies (Items &lt; $5,000)</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Subcontract</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Construction</td>
<td>$22,800.00</td>
<td>$22,800.00</td>
<td>$45,600.00</td>
</tr>
<tr>
<td>Other</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Indirect</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$80,000.00</strong></td>
<td><strong>$80,000.00</strong></td>
<td><strong>$160,000.00</strong></td>
</tr>
</tbody>
</table>
### Budget Year 2 (if applicable)

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>CIG Funds Requested (Federal)</th>
<th>Match Funds Provided (Non-Federal)</th>
<th>Total (Federal + Non-Federal)</th>
</tr>
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<tr>
<td>Personnel</td>
<td></td>
<td></td>
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<tr>
<td>Fringe Benefits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment (Items &gt; $5,000)</td>
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<tr>
<td>Travel</td>
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<td></td>
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<tr>
<td>Supplies (Items &lt; $5,000)</td>
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<td></td>
</tr>
<tr>
<td>Subcontract</td>
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<tr>
<td>Construction</td>
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<td></td>
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<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indirect</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
GEORGIA COASTAL INCENTIVE GRANT 2021-2022 FY CYCLE 24
CIG CERTIFICATIONS FORM

On behalf of Effingham County Board of Commissioners

(Applicant)

and in support of I certify that: R B Baker Lake Park Improvements

(Project Name)

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

_____________________________  ______________________________
Typed Name  Title

_____________________________  ______________________________
Signature  Date
A. **Background and Justification**

R B Baker Lake Park is a public park owned and operated by the Effingham County, Georgia. It is located on approximately 31 acres near the intersection of Courthouse Road and McCall Road. The park has a fresh water lake with a boat ramp, tennis courts, a lighted walking track that surrounds the lake, picnic shelters with tables and restroom facilities with an attached pavilion.

1. **Project Overview**

   The restrooms, picnic tables, trash cans and walking track have come into disrepair due to weather and heavy usage. The purpose of this project is to refurbish and upgrade the restrooms to meet current codes, replace the picnic tables, trash cans and repave the walking track. Also as a part of this project, educational kiosks will be placed at selected picnic shelters to educate visitors on the coastal resources in our rivers, lakes, wetlands and streams. Outreach will be undertaken to involve school classes, civic organizations and church groups in the use of the park and the study of the educational resources provided.

2. **Coastal Management Relevance and other Federal Funding**

   This recreation and educational grant will connect this project to the batting cages at Clarence Morgan Recreational facility and the boat ramps at Abercorn and at Steel Bridge. All of these projects were completed and/or enhanced with CIG Funding. Information is present at the boat ramps detailing aquatic life in the area.

3. **Project Goals**

   This is a recreational and educational project. The goals of this project are to create an area where individuals, families and groups can go to rest, relax, fellowship and learn while enjoying the many resources included in the coastal area. These goals can be easily attained during the one year timeframe. This project will partner with the County Municipal Separate Storm Sewer System Permit (MS4) in the educational phase.

B. **Task Objectives**

   **Task 1:** Repair Restrooms
   
   **Task 1 Description:**
   
   The existing restrooms will be refitted with plumbing fixtures and lighting. The interior walls and trim will be repaired and repainted.

   **Task 1 Deliverables:** Report with exhibits identifying completion of work.
Task 2: Remove and Replace Picnic Tables
Task 2 Description:
Remove the existing plastic picnic tables that have become unsafe and/or disrepair. Install concrete picnic tables in the covered picnic shelters.
Task 2 Deliverables: Report with exhibits identifying completion of work.

Task 3: Remove and Replace Trash Cans
Task 3 Description:
Remove the existing, damaged trash cans. Install new trash cans in the covered picnic shelters and other locations in the park.
Task 3 Deliverables: Report with exhibits identifying completion of work.

Task 4: Educational Kiosks
Task 4 Description:
Place Educational Kiosks throughout the park along the walking track, at the picnic shelters and at other strategic locations to educate the visitors on the coastal resources available in our rivers, lakes wetlands and streams.
Task 4 Deliverables: Report with exhibits identifying completion of work. Outreach Material.

Task 5: Demolish Existing Concrete Walking Track
Task 5 Description:
Demolish the existing concrete walking track which has become broken and unsafe. The concrete will be removed from the property.
Task 5 Deliverables: Report with exhibits identifying completion of work.

Task 6: Place Asphalt Paving
Task 6 Description:
Prepare the sub-base and place asphalt paving on the walking track to replace the concrete paving.
Task 6 Deliverables: Report with exhibits identifying completion of work.

Task 7: Public Outreach
Task 7 Description:
Outreach will be undertaken to involve school classes, civic organizations and church groups in the use of the park and the study of the educational resources provided.
Task 7 Deliverables: Final report with exhibits identifying completion of work. Outreach Material.
### C. Estimated Budget:

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>CIG Request (Federal)</th>
<th>Match Provided</th>
<th>Total (Federal+Non-Federal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
<td>$5,000.00</td>
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<td>Fringe</td>
<td></td>
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<tr>
<td>Other</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Indirect (%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$80,000.00</strong></td>
<td><strong>$80,000.00</strong></td>
<td><strong>$160,000.00</strong></td>
</tr>
</tbody>
</table>
Staff Report

Subject: Consideration to Approve a Resolution of Surplus
Author: Alison Bruton, Purchasing Tech
Department: Administration
Meeting Date: November 17, 2020
Item Description: Surplus

Summary Recommendation: Staff recommends approval of the Resolution

Executive Summary/Background:
• From time to time the County has broken, unused, damaged or extra inventory. In order for the county to properly dispose of these items they must be declared surplus in accordance with O.C.G. A § 36-9-2 which states that the county “…may, by order entered onto its minutes, direct the disposal of any real property which may be lawfully disposed of and make and execute good and sufficient title thereof on behalf of the County. ”
• This resolution consists of a various items which have either been replaced or are no longer in use.

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

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Administration

Funding Source: NA

Attachments: Resolution of Surplus
Notice is hereby given that the Board of Commissioners of Effingham County Georgia, in regular session assembled on November 17, 2020 by this resolution declare the following described property surplus and authorize the public sale, or disposal thereof:

<table>
<thead>
<tr>
<th>Description</th>
<th>Department</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Serial Number / Identifying Number</th>
<th>Amount</th>
<th>UOM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truetlen Building</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>403 N. Pine Street, Springfield, GA. 31329</td>
<td>1</td>
<td>Ea.</td>
</tr>
<tr>
<td>Central Playground Equipment</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>434 Wallace Dr., Springfield, GA. 31329</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 November 2020

______________________________
Effingham County Board of Commissioners

ATTEST:

______________________________
Stephanie Johnson, County Clerk
Staff Report

Subject: Transportation Master Plan Contract 21-003
Author: Alison Bruton, Purchasing Agent
Department: Engineering
Meeting Date: 11-17-2020

Item Description: Approval of Contract 21-003 for Transportation Master Plan

Summary Recommendation: Staff recommends Approval of Transportation Master Plan Contract 21-003 with POND & Company for $99,850

Executive Summary/Background:
- This master plan will look at several timeframes in the coming years to determine what improvements may be needed to mitigate and improve mobility in the area. The plan should identify any immediate needs, identify needs for a 10 year horizon and identify needs for a 20 year horizon. This document would be for planning purposes and would evolve over time as growth occurs within the County.
- Four (4) sealed bids were received as follows:
  - POND & Company - $99,850
  - Thomas & Hutton - $270,600
  - Kimley Horn - $275,000
  - AECOM - $293,000
- Charles Georgia, the County Engineer, reviewed the bids and recommends award to POND & Company.
- The Contract has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider
1. Award of Contract 21-003 to POND & Company for the Transportation Master Plan in the amount of $99,850
2. Award of Contract to Thomas & Hutton for the Transportation Master Plan in the amount of $270,600
3. Take no action

Recommended Alternative: 1
Other Alternatives: 2, 3

Department Review: County Engineer, Purchasing, Finance

Funding Source: This is not a budgeted expense and a budget amendment will be necessary for funding.

Attachments:
1. Bid Tabulation
2. Contract 21-003 with POND & Company
<table>
<thead>
<tr>
<th>RATING</th>
<th>POND</th>
<th>THOMAS &amp; HUTTON</th>
<th>KIMLEY HORN</th>
<th>AECOM</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL LUMP SUM</td>
<td>$99,850</td>
<td>$270,600</td>
<td>$275,000</td>
<td>$293,000</td>
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<tr>
<td>PROJECT TEAM (20 PTS)</td>
<td>20</td>
<td>20</td>
<td>15</td>
<td>20</td>
</tr>
<tr>
<td>PROJECT APPROACH (20 PTS)</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>EXPERIENCE (30 PTS)</td>
<td>30</td>
<td>30</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>BID AMOUNT (30 PTS)</td>
<td>30</td>
<td>12</td>
<td>10</td>
<td>8</td>
</tr>
<tr>
<td>TOTAL POINTS</td>
<td>100</td>
<td>82</td>
<td>75</td>
<td>78</td>
</tr>
</tbody>
</table>
Services Contract

Between

Effingham County Board of Commissioners  and  POND & COMPANY
601 North Laurel Street  3500 Parkway Lane, Ste 500
Springfield, GA 31329  Peachtree Corners, GA. 30092

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 POND & COMPANY (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 RFP 21-003 - TRANSPORTATION MASTER PLAN; and

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

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

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The scope of services and the terms and conditions of performance shall be as specified in this document and in RFP 21-003 - TRANSPORTATION MASTER PLAN and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I.2 CONTRACT.
This Contract is one time lump sum in the amount of $99,850.00.

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

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

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

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

SECTION I.7 TERMINATION OF CONTRACT WITHOUT CAUSE.
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 601 North Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the Contractor.

All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be transmitted by certified mail, postage prepaid, to Richard Fangmann, POND & Company, 49 Park of Commerce Way, Suite 203, 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.

ARTICLE II
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

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

See attachment A for fee schedule.

These rates and fees shall remain in effect until completion of project, without exception.
All invoices shall contain the following:
Date services performed
Detailed account of services performed
Location of services performed
Name of employee providing said services
Name of County employee requesting said services

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

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

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

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

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

SECTION II-2. PAYMENT OF TAXES AND FEES.
The Contractor shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements
SECTION II-3. QUANTITIES GUARANTEED.
The Contractor represents, understands and agrees that this is a “LUMP SUM” contract, to guarantee pricing for services contained herein.

ARTICLE III
INSURANCE REQUIREMENTS

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

General Information that shall appear on a Certificate of Insurance:

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

Limits of Insurance:

Effective coverage shall have the following limits:

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

B. Commercial Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting 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
H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

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

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: $1,000,000 per claim/occurrence. Coverage Requirement: If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

**ARTICLE IV**

**WAIVERS AND EXCEPTIONS**

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

**ARTICLE V**

**GENERAL PROVISIONS**

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

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

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

If Contractor dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Contractor from County for services rendered prior to the date of death or dissolution shall be paid to Contractor's executors, administrators, heirs, personal representative, successors, or assigns.

**ARTICLE VI**

**AUTHORITY TO EXECUTE AND ENTER AGREEMENT**

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

This ____ day of ____________________, 2020.

POND & COMPANY

_______________________________
Signature

_______________________________
Title

Witness - Signature Witness - Title

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

_______________________________
WESLEY CORBITT, CHAIRMAN

Attest:

_______________________________
Stephanie Johnson, County Clerk

CONTRACT NO. 21-003

COMMISSION APPROVAL DATE:
Staff Report

Subject: Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for Paper Based GED Testing for Offenders
Author: Alison Bruton, Purchasing Agent
Department: Purchasing & Prison
Meeting Date: 11-17-2020

Item Description: Consideration to approve and execute an Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for Paper Based GED Testing for Offenders

Summary Recommendation: Staff recommends approval.

Executive Summary/Background:
- The purpose of this Agreement is for the Department to provide paper based GED® testing services for offenders at Effingham County Prison
- Effingham County is responsible for paying for test booklets for content area tests at a rate of $30.00 per test content area per tester no later than thirty (30) days after invoice receipt.
- This contract is necessary because Savannah Tech is no longer willing to come into the Prison to administer the GES tests due to COVID-19.
- The agreement has 30 day termination clause.
- The agreement will be effective July 1, 2020 and will run through June 30, 2021.
- The IGA has been reviewed and approved to form by the County Attorney

Alternatives for Commission to Consider
1. Board approval to execute the Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for Paper Based GED Testing for Offenders.
2. Do not to approve the Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for Paper Based GED Testing for Offenders.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing & Prison

Funding Source: Operating Budget for Prison

Attachments:
1. Intergovernmental Agreement
INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
EFFINGHAM COUNTY PRISON
Paper Based GED® Testing for Offenders

THIS AGREEMENT is entered into the 1st day of July, 2020, by and between the
GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia and
Effingham County Prison, a political subdivision of the State of Georgia, acting by and through its
Board of County Commissioners, referred to individually as “Party” or together as “Parties.”

WHEREAS, the purpose of this Agreement is for the Department to provide paper based
GED® testing services for offenders at Effingham County Prison, 321 Hwy 119 S. Springfield,
GA 31329.

NOW, THEREFORE, in consideration of these premises and the mutual promises and
agreements hereinafter set forth, the parties hereby agree as follows:

1. Scope of Services. The Department agrees to perform fully and faithfully the
services described in Exhibit “A”, attached hereto and incorporated by reference herein (the
“Services”). Department agrees to maintain for the duration of this Agreement all licenses,
certifications and permits applicable to the Services to be performed. No additional or different
services shall be performed unless provided for by an amendment to this Agreement, executed by
the parties in the manner provided for herein. No provision of this Agreement shall be construed
to prohibit Department from offering similar or different services to other political subdivision,
private companies or other state agencies which house offenders who are subject to Department
Supervision.

2. Independent Contractor. In the performance of the services, and for all tax, liability,
employment, and insurance purposes, The Parties shall not be agents, representatives, or
employees of the other during the term of this agreement. The Department and Governmental
Entity shall determine the means and manner of performance of its responsibilities, subject to the
terms and conditions as established by GED Testing Service, LLC.

3. Compensation. The Governmental Entity agrees to pay the Department in
accordance with Exhibit “B” for the full and faithful performance of Services under this
Agreement during the term hereof, said sum being payable in installments, upon receipt of the
Department’s invoice in accordance with Exhibit “B”, which has been attached hereto and
incorporated herein. Payment must be rendered within thirty (30) days of invoice receipt. Non-
payment of funds will result in the Department denying test dates until funds have been received.

4. Benefits. The Parties acknowledges that neither entitled to any benefits, including
health insurance, workers compensation coverage, or unemployment compensation coverage from
the other.
5. **Pledges of Credit.** Governmental Entity acknowledges that the State of Georgia may not lawfully pledge its credit so as to cause a State agency to incur a financial obligation unless funds to honor the obligation have been lawfully appropriated.

6. **Expenses.** The Department shall schedule paper testing for designated students at a rate of $30.00 per content test. The Department shall provide the invoice from Pearson Vue to the Governmental Entity for reimbursement of payment. The Governmental Entity shall reimburse the Department within thirty (30) days of receiving the invoice. The Parties shall not reimburse the other for any travel expenses incurred during the term of this agreement.

7. **Equipment.** The Department is not required to provide any office space nor any equipment to the Governmental Entity under this Agreement. The Governmental Entity shall provide adequate space for testing, which shall adhere to social distancing guidelines. The Governmental Entity shall also provide approved calculators, pencils, and highlighters for use during the test.

8. **Term and Amendment.** This Agreement shall be effective as of July 1, 2020 and shall continue in force and effect until 11:59 p.m. on June 30, 2021. Notwithstanding the foregoing, either Party may terminate this Agreement upon thirty (30) calendar days written notice. The parties recognize and agree that it may be necessary or convenient to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. Any changes, modifications, or amendments to this Agreement will be effective only if reduced to writing and signed by both parties.

9. **Termination for Convenience.** The Parties may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to the Governmental Entity. In the event the agreement is terminated, the Governmental Entity shall pay all reimbursable expenses due up to and including the effective date of the termination.

10. **Renewal.** The Department shall have the option, exercisable in its sole discretion depending on the satisfactory performance and availability of funds, to renew this Agreement for up to four (4) terms. Each renewal term shall not exceed twelve months. The Department shall give the Governmental Entity no less than thirty (30) days’ notice of its intent to renew. If renewed, renewal shall be upon the same terms and conditions. As to each term and subject to the termination provisions of this Agreement, the Agreement shall terminate absolutely and automatically at the close of the then-current term without further obligation by the Department. The original Agreement, applicable amendments and any Agreement renewals shall bind the Department and the Governmental Entity. Upon the Department’s election, in the Department’s sole discretion, to renew any part of this Agreement, the Governmental Entity shall remain obligated to perform in accordance with this Agreement unless otherwise agreed in writing by the Department and the Governmental Entity.

11. **Compliance with Laws.** The Parties agree to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of
competent jurisdiction and standard operating procedures of Department. Without limitation to
the generality of the foregoing, Governmental Entity agrees to comply with any special
conditions, undertakings or representations attached hereto, all of which form a part hereof.

12. Rights and Interests. This relationship is intended solely for the mutual benefit of
the parties, and there is no intention, express or otherwise, to create any rights or interests for any
party other than the Department or Governmental Entity

13. Trading with State Employees. The parties certify that this Agreement does not and
will not violate the provisions of O.C.G.A. §45-10-20, et seq., in any respect. The Governmental
Entity agrees not to employ any individual that would result in a violation of this law.

14. Licenses, Certifications and Insurance. Governmental Entity agrees to maintain for
the duration of this Agreement all licenses, certifications, and permits applicable to the services
under this Agreement. Both Parties acknowledge that they are self-insured through the
Department of Administrative Services, and neither shall be responsible for damages caused by
the other.

15. Sexual Harassment Prevention. Both Parties acknowledge that they are subject to
the Governor’s Executive Order “Preventing Sexual Harassment in the Executive Branch of
Government” signed January 14, 2019 and both parties agree to comply with the same.

16. Confidentiality. Governmental Entity agrees to adhere to the policy and procedures
of GED Testing Services which can be found at https://ged.com/educators_admins/test_admin/policies/.
Governmental Entity will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Governmental Entity (collectively, the “Information”), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of any court or by law (including but not limited to the Georgia Open Records Act) or by any regulatory agency to which Governmental Entity is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Governmental Entity.

17. Prison Rape Elimination Act. Governmental Entity agrees to assist the Department
in complying with standards articulated under 28 C.F.R. 115, entitled the Prison Rape Elimination
Act, by submitting to a background check and agreeing not to sexually abuse or harass any
offenders. Governmental Entity undergo training, as the Department sees fit, regarding the
Department’s zero-tolerance policy for sexual abuse and sexual harassment and Governmental
Entity agrees to document and acknowledge in writing that Governmental Entity, its agents,
employees, students, officials or subcontractors understands such training. Governmental Entity
agrees to inform Department of any knowledge, suspicion, or information regarding the
occurrence of sexual abuse or harassment in any facility in which the Governmental Entity is
present. Governmental Entity agrees to keep all information about sexual abuse or sexual
harassment, other than such information as is required to report the incident, completely
confidential. Governmental Entity agrees and understands that a violation of the Prison Rape Elimination Act could result in administrative sanctions, criminal sanctions, or both. Governmental Entity acknowledges that failure to maintain the standards articulated in this paragraph is considered a material breach of this Agreement and is grounds for termination of this Agreement.

18. **Cooperation.** Both Parties and their employees, agents, subcontractors and assigns, agree to cooperate fully in the defense of any litigation brought against either the Department or Governmental Entity relating to the Services to be performed under this Agreement, and each party shall give the other prompt notice of any claim, demand, suit or proceeding.

19. **Assignment.** The parties will not transfer their right, title, or interest hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other parties.

20. **Notices.** Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Governmental Entity: Effingham County Board of Commissioners
Alison M. Bruton
601 North Laurel Street
Springfield, GA 31329

With a Copy to: Effingham County Prison
Janet M. Robere
321 Hwy 119 South
Springfield, GA 31329

If to the Department: Jennifer Ammons
General Counsel
Georgia Department of Corrections
300 Patrol Road
Forsyth, Georgia 31029

With a Copy to: Dr. Jennifer Irvin
Director of Academic Education
Georgia Department of Corrections
300 Patrol Road
Forsyth, GA 31029

21. **Headings.** The headings in this Agreement have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.
22. **Survival.** The terms, conditions, representations, obligations, understandings and undertakings herein shall survive any termination of this Agreement.

23. **Severability.** If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken herefrom.

24. **Legislative Modification.** Notwithstanding any other provision of this Agreement to the contrary, in the event that any federal, state, or local law, rule, regulation, or interpretation thereof restricts, prohibits, or in any way materially changes the method or amount of reimbursement or payment for services under this Agreement at any time during the duration of this Agreement, then this Agreement shall, to the extent permitted by the laws of the State of Georgia, be deemed amended by the parties to provide for payment of compensation and other fees in a manner consistent with any such prohibition, restriction, or limitation.

25. **Drug-Free Workplace.** The Governmental Entity acknowledges that it is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, *et seq.* (A) The Governmental Entity hereby certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Governmental Entity may be suspended, the contract terminated or the Governmental Entity debarred if it is determined that: (1) the Governmental Entity has made false certification hereinabove; or (2) the Governmental Entity has violated such certification by failure to carry out the requirements of the “Drug-Free Workplace Act”.

26. **Governing Law.** This Agreement is executed in the State of Georgia, and the laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. The parties agree that any action arising out of or in connection with this Agreement shall be brought in Fulton County Superior Court.

27. **Compliance with Federal and State Work Authorization and Immigration Laws.** Governmental Entity certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90, *et seq.* Governmental Entity warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Governmental Entity further agrees that it will contract for the physical performance of services in satisfaction of this contract only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Governmental Entity warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this contract.

28. **Equal Employment Opportunity.** The Governmental Entity agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, *et seq.*), which require that the Governmental Entity not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this
29. **Boycott of Israel.** Governmental Entity certifies that it is not currently engaged in and agrees for the duration of the Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

30. **Remedies.** No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

31. **Waiver.** The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

32. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

33. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

**GEORGIA DEPARTMENT OF CORRECTIONS**

By: ______________________________

Jennifer Ammons
General Counsel

Date: ______________________________

**Effingham County Board of Commissioners**

By: ______________________________

Wesley Corbitt
Chairman

Date: ______________________________
Exhibit A
Scope of Services

I. The Governmental Entity Shall:
   1. Governmental Entity shall contact the Department to schedule a test date that is mutually agreeable for both Parties.

   2. Governmental Entity will provide a quiet testing space, free of distractions and interruptions, for the Department to administer the GED® test at the Testing Location and coordinate the exact time and location with the Governmental Entity at a time that is mutually convenient for both Parties. The Governmental Entity will provide appropriate accommodations for the Examinee(s) with special needs.

   3. Provide a list of testers and required demographic information and test content area(s) needed.

   3. Provide a quiet, secure location for testing that will accommodate the number of testers and necessary space between testers that will satisfy social distancing requirements.

   4. Schedule testing so that there is a Governmental Entity Staff Member available to provide breaks as needed for the Department’s Test Administrator.

   5. Provide hand sanitizer and other appropriate measures to abide by current health standards and social distancing requirements.

   6. Provide approved calculators for use on the test.

   7. Pay for test booklets for content area tests at a rate of $30.00 per test content area per tester no later than thirty (30) days after invoice receipt.

Department will be responsible for the following:
   1. Order tests on behalf of Governmental Entity based on provided list of testers and test content area(s) needed.

   2. Pick up and transport test booklets and other materials from official Department delivery site to Government Entity.

   3. Provide testing services according to Pearson Vue guidelines.

   4. Collect and ship test booklets and other materials to Pearson Vue.

   5. Retrieve scores through GED Manager and report scores to Governmental Entity.

   6. Provide invoice from Pearson Vue for tests ordered for reimbursement to the Department.
Exhibit “B”
Compensation Schedule

The Governmental Entity agrees to reimburse the Department for the cost of paper GED testing at the rate of Thirty Dollars ($30.00) per content section. The Governmental Entity will reimburse the Department within thirty (30) days of receipt of the invoice.

Paper tests will be purchased per the roster submitted to the Department by the Governmental Entity as needed. Testing dates will be scheduled as needed at the convenience of both Parties and at no additional charge to the Governmental Entity.
Staff Report

Subject: Contract for Engineering Consulting Services
Author: Alison Bruton, Purchasing Agent
Department: Engineering
Meeting Date: November 17, 2020

Item Description: Approval of Contract for Engineering Consulting Services between Effingham County and Charles George

Summary Recommendation: Staff recommends approval of the Contract with Charles George for Engineering Consulting Services

Executive Summary/Background:
- The agreement allows for the consultant to provide remote support to any county staff as needed.
- The consultant is to be compensated at the rate of $50.00 per hour in bi-weekly installments. Invoices will be submitted bi-weekly and will contain the hours that are being compensated as well as a justification for the services provided for the compensation.
- The term of the agreement is for a period of one year which may be extended with the mutual agreement of the Board and the consultant.
- The Board can terminate the agreement for any reason with 30 days’ notice to consultant.
- The consultant will work as an independent contractor, and will not be considered an employee of the County.
- The agreement has been reviewed by the County Attorney and approved to form.

Alternatives for Commission to Consider
1. Board approval of Contract for Engineering Consulting Services with Charles George.
2. Do not approve the Contract for Engineering Consulting Services with Charles George.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Engineering, County Manager
Funding Source: Current Operating Budget
Attachments:
1. Contract for Engineering Consulting Services
STATE OF GEORGIA  
COUNTY OF EFFINGHAM

CONTRACT FOR ENGINEERING CONSULTING SERVICES

Contract made this _____ day of November 2020 between the Effingham County Board of Commissioners (hereinafter the Board), 601 North Laurel Street, Springfield, Georgia, 31329 and Charles George, 86327 North Hampton Club Way, Fernandina Beach, FL. 32034 herein referred to as Consultant.

RECITALS

1. The Board of Commissioners requires a consultant to assist Effingham County during the transition period.

2. Consultant agrees to perform these services for the Board under the terms and conditions set forth in this contract.

In consideration of the mutual promises set forth herein, it is agreed by and between the Board and Consultant as follows:

SECTION ONE – NATURE OF WORK

Consultant will provide remote support as needed to any County staff.

SECTION TWO – TIME DEVOTED TO WORK

In the performance of the services, the services and the hours Consultant is to work on any given day will be entirely within Consultant’s control and Board will rely upon purpose of this contract provided that the Consultant shall provide the services as set forth in Section One, above.

SECTION THREE – PAYMENT

The Board will pay Consultant at a rate of $50.00 per hour, payable in bi-weekly installments for services rendered in furtherance of this agreement. Invoices for payment will be submitted bi-weekly and will contain the hours that are being compensated as well as a justification for the services provided for the compensation.

SECTION FOUR – DURATION

The parties hereto contemplate that this contract will be for a term of one year, commencing on October 10, 2020. The Board of Commissioners may extend this contract on the terms and conditions herein for an additional period mutually agreed upon by the Board and the Consultant. The Board may terminate this contract for any purpose at any time upon 30 days’ notice to the consultant.
SECTION FIVE – STATUS OF CONSULTANT

This contract calls for the performance of the services of the Consultant as an independent contractor and Consultant will not be considered an employee of Effingham County for any purpose.

SECTION SIX – NOTICES

All notices hereunder shall be delivered in writing by mail to the parties at the addresses above written.

In witness whereof, the parties have executed this agreement the day and year first above written.

CONSULTANT:

______________________________
CHARLES GEORGE

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GA

ATTEST:

______________________________
WESLEY M. CORBITT, CHAIRMAN

______________________________
STEPHANIE D. JOHNSON, COUNTY CLERK
STAFF REPORT

COMMISSIONER’S MEETING DATE:
DATE: 11/10/2020
TO: County Commissioners
THRU: Timothy J. Callanan, County Administrator
FROM: Vicki Dunn, Director of Human Resources
ISSUE: Authorization and Funding of Additional Position and Job Description
BACKGROUND: We are requesting one position be added to the 2020/2021 Budget in the County Commissioner Department, #11. The position needed is an Assistant County Manager.
FACTS AND FINDINGS: With the continued growth of Effingham County, we are experiencing an associated increase in the services needed for the citizens and the employees of the Effingham County Board of Commissioners.

Assistant County Manager - The primary responsibilities will include overseeing and managing the Development Services, Public Works and Water/Sewer Departments. In addition, this individual will work with the County Manager to develop, maintain and update the County Comprehensive Plan, Transportation Master Plan, Storm Water Master Plan, Utility Infrastructure Master Plan and Facilities Master Plan. Will supervise, direct and evaluate all staff assigned to the Development Services to include, Building and Inspections, Zoning, Planning, Code Enforcement and Receptionist.

ALTERNATIVES:
1. Authorize the addition of the position to the 2020/2021 Budget.
2. Do not authorize the position and advise staff how they want to proceed.

FUNDING: The addition of the position will require a Budget Amendment.

RECOMMENDATION: Alternative #1

DOCUMENTS ATTACHED: Assistant County Manager job description
Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

PURPOSE OF CLASSIFICATION
The purpose of this classification is to assist the County Manager with developing, maintaining and updating the County Comprehensive Plan, Transportation Master Plan, Storm Water Master Plan, Utility Infrastructure Master Plan and Facilities Master Plan. Employee in this classification oversees the Development Services, Public Works, and Water/Sewer departments.

ESSENTIAL FUNCTIONS
The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

Directs, coordinates, and supervises the day-to-day operations of the Development Services, Public Works and Water/Sewer departments; develops budgets and monitors expenditures; supervises, directs, and evaluates assigned staff, processing employee concerns and problems, directing work, counseling, disciplining, and completing employee performance appraisals.

Oversees the effective administration of the County’s purchasing program; approves all purchase orders over $500 and up to $5,000.

Receives and investigates complaints from the general public and commissioners; interacts to address problems and situations as necessary to resolve problems.

Directs preparation of documents and materials associated with the Department of Transportation Road improvement projects.

Attends Board meetings, committee meetings, special project meetings, and public hearings; assists with the preparation of agenda and related materials; reviews minutes.

Advises and informs the County Manager of any and all problems or situations that affect the day-to-day operation of County government.

Conducts research and completes projects related to County operations.
ESSENTIAL FUNCTIONS

Develops the fiscal budget for the Development Services, Public Works and Water/Sewer departments.

Assists with the development of standard operation procedures that govern various departments within the County.

Assists with the preparation of grant applications and the administration of grant monies received for special projects; assists with the preparation of applications for FEMA and GEMA funding and monitors expenses.

Assists with the promotion of teamwork; provides leadership and training to department heads; offers guidance and instruction as needed to insure efficient operation within each department.

Maintains technical skills through appropriate continuing education and professional development courses.

Prepares and manages grants, official documents, correspondence, resolutions, ordinances and proclamations; prepares or completes various forms, reports, correspondence, or other documents.

Receives various forms, reports, correspondence, manuals, reference materials, or other documentation; reviews, completes, processes, forwards or retains as appropriate.

Operates a computer to enter, retrieve, review or modify data; verifies accuracy of entered data and makes corrections; utilizes word processing, spreadsheet, or other software programs.

Communicates with supervisor, employees, other departments, the public, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.

Regular and routine attendance at work is required.
ADDITIONAL FUNCTIONS
Answers the telephone and provides information to Commissioners, County Manager and the public on a daily basis.

Provides assistance to other employees or departments as needed.

Performs other related duties as required.

MINIMUM QUALIFICATIONS
Bachelor’s degree in business administration, public administration, or closely related field; supplemented by three (3) years previous experience and/or training that includes accounting, budgeting, and supervisory/managerial governmental experience; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must possess and maintain a valid Georgia driver’s license. PE and Flood Plan Manager Certified preferred.

PERFORMANCE APTITUDES
Data Utilization: Requires the ability to evaluate, audit, deduce, and/or assess data using established criteria. Includes exercising discretion in determining actual or probable consequences and in referencing such evaluation to identify and select alternatives.

Human Interaction: Requires the ability to function in a managerial capacity for a division or organizational unit. Includes the ability to make decisions on procedural and technical levels.

Equipment, Machinery, Tools, and Materials Utilization: Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

Verbal Aptitude: Requires the ability to utilize a wide variety of reference, descriptive, advisory and/or design data and information.

Mathematical Aptitude: Requires the ability to perform addition, subtraction, multiplication and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations involving basic algebraic principles and formulas, and basic geometric principles and calculations.
Functional Reasoning: Requires the ability to apply principles of influence systems, such as motivation, incentive, and leadership, and to exercise independent judgment to apply facts and principles for developing approaches and techniques to resolve problems.

Situational Reasoning: Requires the ability to exercise judgment, decisiveness and creativity in situations involving the evaluation of information against sensory, judgmental, or subjective criteria, as opposed to that which is clearly measurable or verifiable.

ADA COMPLIANCE

Physical Ability: Tasks require the ability to exert very moderate physical effort in light work, typically involving some combination of stooping, kneeling, crouching and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds).

Sensory Requirements: Some tasks require the ability to perceive and discriminate sounds and visual cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors: Essential functions are regularly performed without exposure to adverse environmental conditions.
Staff Report

Subject: Stream Mitigation Credit Quote for Effingham Parkway
Author: Alison Bruton, Purchasing Agent
Department: Administration, County Manager
Meeting Date: November 17, 2020
Item Description: Approval of Stream Mitigation Credit Quote for Effingham Parkway

Summary Recommendation: Staff recommends approval of Stream Mitigation Credit Quote in the amount of $256,100.00

Executive Summary/Background:
- These credits are for use as compensatory mitigation for the Effingham Parkway Project, which is within the US Army Corps of Engineers (USACE) designated Lower Savannah River service area.
- The quote is for 2,410 stream mitigation credits at $110.00 per credit bringing the total to $265,100.00.
- Failure to purchase mitigation credits as required by the USACE may result in a suspension or revocation of the permit and/or civil or criminal enforcement actions by the Corps or the US Environmental Protection Agency.

Alternatives for Commission to Consider
1. Approval of Stream Mitigation Credit Quote for Effingham Parkway in the amount of $265,100.00
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Finance, Purchasing

Funding Source: SPLOST

Attachments:
1. Stream Mitigation Credit Quote
5/13/20

Alton Brown
Resource Land Consultants

RE: Stream Credit Sale Offer

Mr. Brown,

The Bath Branch Mitigation Bank is prepared to sell 2,410.00 stream mitigation credits to your client Effingham County for its Effingham Parkway project in Effingham and Chatham Counties. The cost will be $110.00 per whole credit or $265,100.00 total. This pricing will be held for 90 days from the date of this letter. Thank you.

Please send payment to our address below and we will instruct the Corps to release the credits to you.

Payments:                                    Bath Branch Augusta, LLC
                                                215 7th Street
                                                Augusta, GA 30901

Sincerely,

Elliot C. Grandin
Bath Branch Augusta, LLC
STATEMENT OF CREDIT AVAILABILITY

APPLICATION INFORMATION

Permit Type: SP
USACE Permit Number: SAS- 2011- 00953
Project Name: Effingham Parkway
Applicant: Effingham County
County: Effingham/Chatham
Impacted HUC: 3060109

CREDIT NEED

Stream Credit Type: Intermittent/Ephemeral
Stream Credits Needed: 2410.00
Wetland Credit Type: N/A
Wetland Credits Needed: 0

MITIGATION BANK NAMED

Bank Name: Bath Branch Mitigation Bank
Bank Permit Number: SAS- 2008 - 00184
Primary Service Area HUC(s): 03060106, 03060109
Secondary Service Area HUC(s): 03060201, 03060202
Stream Credit Type Utilized: Intermittent/Ephemeral
Stream Credits Utilized: 2410.00
Wetland Credit Type Utilized: N/A
Wetland Credits Utilized: N/A

The Bank Representative hereby authorizes the Applicant to name the mitigation bank listed above as a source of compensatory mitigation in its U.S. Army Corps of Engineers (Corps) permit application for the above referenced project. The credits listed from the mitigation bank are currently available for purchase and have been reserved by the Bank Representative for use by the Applicant. In order to finalize the credit purchase, the Bank Representative must submit an updated credit ledger showing the sale (debit) and any other required closing documentation to the Corps.

Bank Representative:

Elliot Grandin
Name: Elliot Grandin
Date: 05/13/2020
Digitally signed by Elliot Grandin
Date: 2020.05.13 10:19:21 -04'00'

As the Applicant, I understand that failure to purchase mitigation credits as required by the Corps may result in a suspension or revocation of the permit and/or civil or criminal enforcement actions by the Corps or the U.S. Environmental Protection Agency.

Applicant:

By: _______________________
Name:
Date:

Note 1: Potential mitigation credits that have not been released for sale will only be available for reservation at the discretion of the Corps.

Note 2: If the above agreement cannot be finalized by either party (Banker or Applicant), both parties will need to immediately coordinate with the Corps to ensure that an alternative compensatory mitigation plan is proposed to offset project impacts.

Note 3: If credits are being purchased from multiple mitigation banks, then a Statement of Credit Availability is required from each mitigation bank.
Staff Report

Subject: Wetland Mitigation Credit Quote for Effingham Parkway
Author: Alison Bruton, Purchasing Agent
Department: Administration, County Manager
Meeting Date: November 17, 2020

Item Description: Approval of Wetland Mitigation Credit Quote for Effingham Parkway

Summary Recommendation: Staff recommends approval of Wetland Mitigation Credit Quote in the amount of $3,492,720.00 for the Effingham Parkway Project

Executive Summary/Background:

- These credits are for use as compensatory mitigation for the Effingham Parkway Project, which is within the US Army Corps of Engineers (USACE) designated Lower Savannah River service area.
- The quote is for 162.48 wetland mitigation credits at $20,790.00 per credit; however, the USACE has requested an additional 5.44 credit of mitigation credits bringing the total to 167.92 credits. The total cost will be $3,491,056.80
- Pricing is guaranteed for this project during the 2020 calendar year only.

Alternatives for Commission to Consider

1. Approval of Wetland Mitigation Credit Quote for Effingham Parkway in the amount of $3,491,056.80
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Finance, Purchasing

Funding Source: SPLOST

Attachments:

1. Wetland Mitigation Credit Quote
May 11, 2020

Tim Callanan
County Manager
Effingham County Board of Commissioners
601 N Laurel Street
Springfield, GA 31329

Re: Wetland Mitigation Credit Quote
Effingham Parkway – Effingham & Chatham Counties, GA
USACE Regulatory Branch No.: SAS-2011-00953
GDOT PI #0006700

Dear Mr. Callanan:

On behalf of the owners of the AA Shaw Wetland Mitigation Bank, Hodges, Harbin, Newberry & Tribble, Inc., (HHNT) is herein providing a sales quote for 162.48 wetland mitigation credits. These credits are for use as compensatory mitigation for the Effingham Parkway project located in HUC 03060109, Effingham and Chatham Counties, Georgia. The project is within the U.S. Army Corps of Engineers (USACE) designated Lower Savannah River service area. The aforementioned HUC is within the AA Shaw Mitigation Bank’s primary service area and is thereby an appropriate source of mitigation for your project. The wetland mitigation credits are hereby quoted at a price of $20,790.00 per credit, for a total purchase price of $3,377,959.20. Please note, the AA Shaw Mitigation Bank operates under USACE Permit Number SAS-2011-00031, and is owned by AA Shaw, LLC.

Per this agreement, wetland credit pricing is hereby guaranteed for this project during the 2020 calendar year only. Should final payment not be received before December 31, 2020, or any subsequent formal extension thereof, the terms of this agreement shall become null and void with no further obligation to either party. If the sale will not be completed in full by December 31, 2020, AA Shaw reserves the right to re-price the credits, as credit prices are reconsidered each year on January 1st. Additionally, this price is only valid for a sale of greater than 150 wetland credits. If the sale number falls below 150 wetland credits, again please let me know so that the owners of AA Shaw can re-price the credits to reflect the smaller quantity required.

Final transfer of the credits will be made upon receipt of the total invoice balance. Upon receipt of full payment, a credit certification and transfer letter verifying your credit purchase will be issued to the Effingham County Board of Commissioners, the GA Dept. of Transportation, your agent (RLC) and the USACE. An invoice for this transaction will be provided upon request. If you agree that this letter accurately sets forth your compensatory requirements with respect to the permitted project, please transmit a check for $3,377,959.20 made payable to AA Shaw, LLC. This mitigation credit quote will automatically expire without any further document or act of any party, at 5:00 p.m. EST on December 31, 2020.

Sincerely,

HODGES, HARBIN, NEWBERRY & TRIBBLE, INC.

Brandon F. Smith, PWS
Sr. Environmental Consultant
Staff Report

Subject: Variance (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 17, 2020

Item Description: Darrel Hutcheson requests a variance to front building setback requirements, to allow for the replacement of a dwelling, located at 461 Mclaws Avenue.

Map# 296A Parcel #124

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance to reduce the required front building setback from 50’ to 25’, to allow for the replacement of a dwelling.

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 property is in the AR-1 zoning district, which requires a front setback of 50’.
- The applicant is replacing an existing mobile home with a new double wide in the same location. The old mobile home was located ~30’ from the front property line. The new mobile home will need to be located ~25’ from the front property line. The well is located behind the proposed mobile home site, and power lines cross the parcel, limiting options for placing the mobile home at the 50’ setback. Other homes in the area have a similar 25’ - 30’ front setback.
- At the October 26 Planning Board meeting, Juanita Golden made a motion to approve the request for a variance to reduce the required front building setback from 50’ to 25’.
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request for a variance to reduce the required front building setback from 50’ to 25’
2. Deny request for a variance to reduce the required front building setback from 50’ to 25’

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments:
1. Variance application
2. Aerial photograph
3. Plats
4. Ownership certificate
EFFINGHAM COUNTY
APPLICATION FOR A VARIANCE OR CONDITIONAL USE

DATE 9-15-20

APPLICANT/AGENT NAME: W. Darrel Hutcherson

APPLICANT/AGENT EMAIL: dhutcherson@comcast.net

APPLICANT/AGENT PHONE #: 912-657-3148

PROPERTY OWNER(S): SAME

PROPERTY OWNER PHONE #:  
EMAIL: 

MAILING ADDRESS: 115 St Thomas Dr. Rincon, GA. 31326

PROPERTY LOCATION: 461 McLaws Ave. Guyton, GA. 31312

PHONE #: SAME  
EMAIL ADDRESS: 

MAP #: 0396A  
PARCEL #: 124000

ZONING: AR 1  
ACREAGE: 0.64

NAME OF DEVELOPMENT (IF APPLICABLE)  
N/A

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

DESCRIBE THE REQUESTED VARIANCE / CONDITIONAL USE

Replacing a doublewide home but under the current guidelines, the front setback is 50 ft. I am pulling the current home in the same location as the previous one. I need a 25 ft setback which is the same as the 2 structures on the adjoining lots. My well is located behind the proposed home.
EXPLAIN WHY THE VARIANCE OR CONDITIONAL USE IS BEING REQUESTED

THE FOLLOWING ITEMS MUST BE SUBMITTED AT TIME OF APPLICATION:

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

2. OWNERSHIP CERTIFICATE

3. FILING FEE - $200.00

4. IF DESIRED, ADDITIONAL NARRATIVE THAT EXPLAINS HOW AND WHY THE REQUESTED VARIANCE OR CONDITIONAL USE MEETS THE CRITERIA OF SECTION 7.1.8 & 7.1.6 OF THE EFFINGHAM COUNTY ZONING ORDINANCE.

SIGNATURE DATE 9-15-20

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

OFFICIAL USE ONLY

DATE RECEIVED TIME ACCEPTED BY

DATE APPROVED BY COUNTY COMMISSIONERS
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

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

8-4-15, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2312 page 589-590.

Owner’s signature W. Darrel Hutcherson

Owner’s signature______________________________(if applicable)

Owner’s signature______________________________(if applicable)

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

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

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

Name of Applicant/Agent: Shae H. Smith

Address: 158 Island Field Rd, Guyton, GA 31312

Telephone #: 912-659-0635 email:ShaeHSmith@Bellsouth.Net

Personally appeared before me ____________________________,

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

Notary: ___________________________ Seal

Date: ___________________________
PLEASE CROSS REFERENCE WITH
DEED BOOK 2312, PAGES 589-590, EFFINGHAM COUNTY,
GEORGIA RECORDS.

STATE OF GEORGIA   )
COUNTY OF EFFINGHAM  )

PERSONALLY APPEARED BEFORE ME, the undersigned officer, duly authorized to administer
oaths under the laws of the State of Georgia, W. DARREL HUTCHESON, who after being duly sworn
and providing evidence of identity, stated as follows, to wit:

1. My name is W. DARREL HUTCHESON;

2. I, W. DARREL HUTCHESON purchased property located in the 10th G.M. DISTRICT,
   OF EFFINGHAM COUNTY, CONTAINING .64 ACRES, MORE OR LESS AND
   FURTHER DESCRIBED AS MAP & PARCEL 0296A124000, at an EFFINGHAM
   COUNTY TAX SALE on August 4, 2015 (a copy of complete legal description attached herein and
   referenced as Exhibit A).

3. The Tax Sale Deed is recorded with the Superior Court of Effingham County in Deed Book
   2312; Pages 589-590 dated August 4, 2015.

4. Pursuant to O.C.G.A. § 48-4-45(a)(3) Notice of Foreclosure of Right of Redemption was
   advertised in the Effingham Herald for four (4) consecutive weeks after the week of the
   redemption deadline. (Notice Attached with Affidavit.)

5. The Statutory period for Redemption having expired, and Notice having been publicized, as
   required by law, the time allowed for the Right of Redemption is hereby foreclosed.

Further affiant sayeth not.

W. DARREL HUTCHESON

Sworn to and subscribed before
me this 16th day of November, 2016.

Notary Public
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 17, 2020
Item Description: Darrel Hutcheson requests a variance to front building setback requirements, to allow for the replacement of a dwelling, located at 461 Mclaws Avenue.

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance to reduce the required front building setback from 50’ to 25’, to allow for the replacement of a dwelling.

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 property is in the AR-1 zoning district, which requires a front setback of 50’.
- The applicant is replacing an existing mobile home with a new double wide in the same location. The old mobile home was located ~30’ from the front property line. The new mobile home will need to be located ~25’ from the front property line. The well is located behind the proposed mobile home site, and power lines cross the parcel, limiting options for placing the mobile home at the 50’ setback. Other homes in the area have a similar 25’ - 30’ front setback.
- At the October 26 Planning Board meeting, Juanita Golden made a motion to approve the request for a variance to reduce the required front building setback from 50’ to 25’.
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request for a variance to reduce the required front building setback from 50’ to 25’
2. Deny request for a variance to reduce the required front building setback from 50’ to 25’

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments: Zoning Map Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
269A-124

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
269A-124

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, DARREL HUTCHESON has filed an application for a variance to reduce the front setback requirements from 50’ to 25’; map and parcel number 269A-124, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on November 17, 2020 and notice of said hearing having been published in the Effingham County Herald on October 28, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 7, 2020; and

IT IS HEREBY ORDAINED THAT a variance to reduce the front setback requirements from 50’ to 25’; map and parcel number 269A-124, located in the 1st commissioner district, is granted.

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

This ______ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: ________________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 17, 2020

Item Description: Charles Harrelson for New Life Apostolic Church requests to rezone a 3.38 acre parcel from I-1 to AR-2, to allow use of an existing building as a church, located at 3415 Bluejay Road. Map# 374 Parcel #4B

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone a 3.38 acre parcel from I-1 to AR-2, 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. Churches are prohibited in the I-1 zoning district. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more, and includes churches as a permitted use.
- The property is a subdivision of 374-4, a 10.16 acre parcel, of which 5 acres were rezoned for a surface mine on 9/16/2014. No plat for the 5 acre surface mine site was recorded; surface mine operations took place on the southern portion of the parcel.
- An accessory building was permitted (#201400227) on the north end of the property.
- The 3.38 acre portion containing the accessory building was subdivided in 2015. No surface mine operations have taken place on the 3.38 acre parcel. The applicant wishes to use the existing building for a church.
- At the October 26 Planning Board meeting, Juanita Golden made a motion to approve the request to rezone a 3.38 acre parcel from I-1 to AR-2, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. The building shall be inspected by an engineer, and certified for use as a church/commercial building.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
- Peter Higgins seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request to rezone 3.38 acres from I-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. The building shall be inspected by an engineer, and certified for use as a church/commercial building.
   3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
2. Deny the request to rezone 3.38 acres from I-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

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent: New Life Apostolic Church  
Pastor: Michael Griffis  
Date: 9-10-20

Applicant email address: mgriffis170@yahoo.com  
Phone #: (912) 566-8015

Property owner(s): Charles H. Herrslov  
email: herrslov@kmadic.com

Telephone Number: (912) 341-4280

Mailing Address: 171 Neese Rd, Guyton GA 31312

Property location: 3415 Blue Joy Rd

Present zoning: I-1

Proposed zoning: AR-2

Present land-use: Residential

Proposed land use: Commercial

Tax Map #: Parcel #: 03140004800  
Lot #: 3.38  
Total Acres: Acres to be rezoned: 3.38

Lot characteristics:

Water: Public  Private  
Sewer: Public  X  Private

Proposed access:

Justification:

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

North: Residential  
South: Residential

East: Residential  
West: Residential

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

Unfinished metal building - 38' x 80'

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.

Church

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

Residential w/ Pond

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?

only during times of services or events

Rev 03062020
2

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

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

Plat 001-003-104, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2575, page 903.

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

Owner's signature

Print

Notary Public, State of Georgia

Rev 03062020
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant: New Life Apostolic Church
Pastor: Michael Griffis

Address: 211 Four Oaks Ct

City: Rincon State: GA Zip Code: 31326

Telephone Number: (912) 656-8015 Email: mgriffis170@yahoo.com

Signature of Owner

Charles H. Herrel Jr. Owners Name (Print)

Personally appeared before me ________________________________ (Owner print)

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

This Day 11th of September, 2020

Kathleen Dunnigan
Notary Public

Rev 03062020
Proposed Church Layout

Occupancy:
1/2 100

Scale 1/32
August 10, 2016

Re: 374-4B Address

This is to confirm the address for parcel 03740004B00 (374-4B). This property is 3.38 acres. The address for this property is 3415 Blue Jay Rd, Guyton, GA 31312. Any previously known addresses for this property are null and void.

Sincerely,

[Signature]

R.C. Barenchik, CFM
Zoning Administrator
rcbarenchik@effinghamcounty.org
RETURN TO:
REDDICK & EXLEY
ATTORNEYS AT LAW
P. O. BOX 385
SPRINGFIELD, GA 31329

PB Presentment 03
November 17, 2020

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 23rd day of January, 2015, between GLEN A. FANNY of the FIRST PART, and CHARLES H. HARRELSON, JR. of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto SECOND PARTY, his heirs and assigns, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Three and Thirty-Eight Hundredths (3.38) acres, more or less, being known and designated as Tract "B", as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the northwest by Blue Jay Road, known as County Road #155; on the northeast and southeast by lands of BlueJay Rd, LLC; and on the southwest by Tract "A".

Express reference hereby made to the plat of said lands made by Michael E. Stone, R.L.S. #2747, dated January 11, 2015, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", slide 147-P2, for better determining the metes and bounds of said lands herein conveyed.

SUBJECT, HOWEVER, to the driveway easement shown on said plat adjacent to Blue Jay Road which is reserved for ingress and egress from Blue Jay Road to Tract "A" as shown on said plat.

SUBJECT to restrictive covenants and easements of record.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereunto belonging or in any wise appertaining unto SECOND PARTY, his heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANT OF TITLE to said property against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

GLEN A. FANNY
(SEAL)

Unofficial Witness

Official Witness - Notary Public
pmd
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 (New Life Apostolic Church as Agent for Charles H. Harrelson - Map# 374 Parcel # 4B) from I-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 overlocl 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 – October 26, 2020
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  ___________  DISAPPROVAL  ___________

Of the rezoning request by applicant (New Life Apostolic Church as Agent for Charles H. Harrelson - Map# 374 Parcel # 4B) from I-1 to AR-2 zoning,

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

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

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

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

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

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

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

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

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ______  DISAPPROVAL ______

Of the rezoning request by applicant (New Life Apostolic Church as Agent for Charles H. Harrelson - Map# 374 Parcel # 4B) from I-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 – October 26, 2020
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

[Redacted]

APPROVAL DISAPPROVAL

Of the rezoning request by applicant (New Life Apostolic Church as Agent for Charles H. Harrelson - Map# 374 Parcel # 4B) from L-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 - October 26, 2020
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL √ DISAPPROVAL 

Of the rezoning request by applicant (New Life Apostolic Church as Agent for Charles H. Harrelson - Map# 374 Parcel # 4B) from I-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 – October 26, 2020

BKS 10/26/2020
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 17, 2020

Item Description: Charles Harrelson for New Life Apostolic Church requests to rezone a 3.38 acre parcel from I-1 to AR-2, to allow use of an existing building as a church, located at 3415 Bluejay Rd. Map# 374 Parcel #4B

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone a 3.38 acre parcel from I-1 to AR-2, 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. Churches are prohibited in the I-1 zoning district. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more, and includes churches as a permitted use.
- The property is a subdivision of 374-4, a 10.16 acre parcel, of which 5 acres were rezoned for a surface mine on 9/16/2014. No plat for the 5 acre surface mine site was recorded; surface mine operations took place on the southern portion of the parcel.
- An accessory building was permitted (#201400227) on the north end of the property.
- The 3.38 acre portion containing the accessory building was subdivided in 2015. No surface mine operations have taken place on the 3.38 acre parcel. The applicant wishes to use the existing building for a church.
- At the October 26 Planning Board meeting, Juanita Golden made a motion to approve the request to rezone a 3.38 acre parcel from I-1 to AR-2, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. The building shall be inspected by an engineer, and certified for use as a church/commercial building.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
- Peter Higgins seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request to rezone 3.38 acres from I-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. The building shall be inspected by an engineer, and certified for use as a church/commercial building.
   3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
2. Deny the request to rezone 3.38 acres from I-1 to AR-2

Recommended Alternative: 1  Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments: Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 374-4B
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 374-4B

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, CHARLES HARRELSON for NEW LIFE APOSTOLIC CHURCH, has filed an application to rezone three and thirty eight hundredths (3.38) +/- acres; from I-1 to AR-2 to allow for the use of an existing building as a church; map and parcel number 374-4B, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on November 17, 2020 and notice of said hearing having been published in the Effingham County Herald on October 28, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 7, 2020; and

IT IS HEREBY ORDAINED THAT three and thirty-eight hundredths (3.38) +/- acres; map and parcel number 374-4B, located in the 1st commissioner district is rezoned from I-1 to AR-1 with the following stipulations:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. The building shall be inspected by an engineer, and certified for use as a church/commercial building.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: WESLEY 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: November 17, 2020

Item Description: Simcoe Investment Group - Clay Price as agent for Knipher Land Management requests to rezone 42.6 acres from AR-1 to R-6 for future development of a 123-lot subdivision, located on Bluejay Road, at McCall Road.

Map# 432 Parcel #48

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 42.6 acres from AR-1 to R-6, 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. Pursuant to Section 5.8 R-6 Single Family Residential District, the zoning district is only allowed if municipal or county water and sewer service is adjacent to the parcel and capacity is available.

- The County water line is to be extended on Bluejay Road past this development in 2020-21. County sewer line is available, and the project engineers have performed modelling that demonstrates capacity is available. Development of the property meets the county’s goal of concentrating residential development where county water and sewer is available.

- At the October 26 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 42.6 acres from AR-1 to R-6, with staff conditions (#1-3) and one additional condition (#4):
  1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
  4. Applicant shall develop an agreement with neighboring property owners to protect any existing drainage and access easements on the above-referenced parcel.

- Peter Higgins seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. **Approve** request to rezone 42.6 acres from AR-1 to R-6, with the following conditions:
   1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
   2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
   4. Applicant shall develop an agreement with neighboring property owners to protect any existing drainage and access easements on the above-referenced parcel.

2. **Deny** the request to rezone 42.6 acres from AR-1 to R-6.

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
6. Utility Study
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent: SIMCOE INVESTMENT GROUP, LLC - CLAY PRICE Date: 8-21-20
Applicant email address: CLAY@HOCONSTRUCTION.COM Phone #: 912-727-2920
Property owner(s): KNIPFER LAND MANAGEMENT LLC
Telephone Number: (3153 OLIVER HWY NEWNANTON, GA 30446
Mailing Address: PO BOX 1247 RICHMOND HILL, GA 31324
Property Location: INTERSECTION OF BLUEJAY RD AND MCCALL RD. 
Present zoning: AR-1

Proposed zoning: R-6
Present land-use: AGRICULTURAL
Proposed land-use: SINGLE FAMILY RESIDENTIAL S/D

Tax Map #: 0432 Parcel #: 48 Lot #: 
Total Acres: 42.6 Acres to be rezoned: 42.6
Lot characteristics: 24.48 AC OF OPEN FIELD, 18.12 AC OF WOODLAND

Water: Public _______ Private _______
Sewer: Public _______ Private _______

Proposed access: BLUEJAY ROAD

Justification: REZONING TO DEVELOP THE PARCEL INTO S/D

List the zoning of the other property in the vicinity of the property you wish to rezone:
North: GC (RINCON) South: AR-1
East: RR / RW West: AR-1
1. Describe the current use of the property you wish to rezone.

24.48 AC FIELD IS CURRENTLY BEING FARMED (ROW CROP)
18.12 AC IS WOODLANDS WITH TIMBER

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

YES - CROP AND TIMBER

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

123 LOT SINGLE FAMILY S/D WITH BUFFERS, AND COMMON AREA

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

ACROSS BLUEJAY RD A GAS STATION IS PROPOSED RR IS TO THE EAST, 1) RESIDENCE AND WOODLANDS TO THE SOUTH AND NEST

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?

THIS STRETCH OF BLUEJAY IS GROWING, THERE IS ONE S/D AND ANOTHER ONE PROPOSED LESS THAN 1/2 MILE FROM THIS PROJECT

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?

EXISTING NO. THERE IS AN SCHOOL ON MCCALL ROAD SO THERE IS SCHOOL TRAFFIC. COUNTY HAS PLANS TO REALIGN BLUEJAY AND RECONFIGURE INTERSECTION OF MCCALL AND BLUEJAY
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 10/27/2011, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2375, page 498.

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

Owner's signature
Print

Owner's signature
Print

Owner's signature
Print

Sworn and subscribed before me this 21st day of August, 2020.

Notary Public, State of Georgia
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 Rezoning application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: SIMCOE INVESTMENT GROUP, LLC - COW PRICES
Date: 8.21.20

Address: PO BOX 1247 RIC

City: RICHMOND HILL State: GA Zip Code: 31324

Telephone Number: 912-727-2920 Email: CLAY@HOICONSTRUCTION.COM

Signature of Owner ____________________________ Owners Name (Print)

Personally appeared before me ____________________________ (Owner print)
Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

This Day __21st__ of __August, 2020__

(Notary Seal)

Dona Lee

Notary Public

4

ATTACHMENT C

EFFINGHAM COUNTY SITE PLAN REQUIREMENTS

All rezoning submissions shall be accompanied by a site plan. This site plan shall be made on a scale in conformance with appropriate County Tax Maps and contain the following elements.

A. Dimensions of the property involved
B. Location and dimensions of existing and/or proposed structures with the type of usage designated
C. Access drives
D. Setbacks
E. Easements
F. Rights-of-way
G. Proposed or existing water, sewer and drainage facilities
H. Buffers
I. Off-street parking
J. Watercourses, lakes or swamps acres
K. Loading areas, signage and outdoor lighting (in case of commercial and industrial development)
L. Recreational areas (in case of residential development)
M. Proposed number of dwelling units and net acres available for building (in case of residential development).
WARRANTY DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

This Indenture made this 27th day of October, 2016, between Ashley Ron Moore and April Sharon Moore Duncan formerly known as April Sharon Moore, of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Kniphof Land Management, 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).

W I T N E S S E T H 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 situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing 43.1 acres, more or less, that is shown and more particularly described by the plat of survey made by Paul Weitman, County Surveyor, dated October 25, 1971, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book J, page 95, which is incorporated into this description by specific reference thereto.

This being a portion of the property conveyed by Troy A. Moore and Janice E. Moore to Ashley Ron Moore and April Sharon Moore as evidenced by that certain Warranty Deed dated August 16, 1991, and recorded in Deed Book 298, page 139, aforesaid records.

SUBJECT, HOWEVER, to all restrictive covenants, easements and rights-of-way of record.
August 24, 2020

Effingham County Zoning Board
Springfield, GA 31329

Re: Simcoe Investment Group, LLC
Intersection of Bluejay Road & McCall Road, Rincon GA 31326
Pin #432-48
Total Acres: 42.6 Acres to be rezoned: 42.6

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 R-6. 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 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
State of Georgia
Effingham County

Seventy-two and nine-tenths acres of land in 9th G.M. District at Blandford, Ga. Surveyed and divided into three tracts with acreage as shown. Done for Estate H. B. Dugger.

Completed October 23, 1971.

[Signature]

Scale 330 Feet Per Inch.
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 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 (SIMCOE Investment Group, LLC as Agent for Knipfer Land Management, LLC - Map# 432 Parcel# 48) from AR-1 to R-6 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting - October 26, 2020
EFFINGHAM COUNTY REZONING CHECKLIST

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APPROVAL [ ]   DISAPPROVAL [ ]

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APPROVAL  ✓  DISAPPROVAL

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

JG
EFFINGHAM COUNTY REZONING CHECKLIST

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APPROVAL DISAPPROVAL

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

Planning Board Meeting – October 26, 2020
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

Planning Board Meeting – October 26, 2020

BKS

10/26/2020
PRELIMINARY UTILITY STUDY
FOR
123 LOT SUBDIVISION
EFFINGHAM COUNTY, GEORGIA
PREPARED FOR:
SIMCOE INVESTMENT, LLC.
EMC PROJECT NO.:20-0075
SEPTEMBER 2020
EMC ENGINEERING SERVICES, INC.
ENVIRONMENTAL
MARINE
CIVIL
SURVEY
ALBANY, ATLANTA, AUGUSTA, BRUNSWICK, COLUMBUS, SAVANNAH, STATESBORO, & VALDOSTA
**Existing Conditions**

Blandford Crossing Subdivision is an existing single family residential development that is located on Bluejay Road in Effingham County about 0.63 miles southwest of the McCall Road – Bluejay Road intersection. There are two phases of this subdivision with a total lot build out of 119 lots. In order to serve this community with sanitary sewer, gravity sanitary sewer lines and pump station were installed within the development. The duplex pump station consists of a 5' diameter wetwell, 7.5 hp pumps, and a 4” forcemain. The 4” forcemain runs to Bluejay Road and down Bluejay Road about 1.36 miles and discharges into an existing sanitary sewer manhole at the entrance to Staffordshire Subdivision. In order to serve the community with water a 12” watermain was extended from a 36” watermain (located at the Gas line’s intersection with Bluejay Road) down Bluejay Road to the development. A 12’ reuse main was also extended to the development along Bluejay Road.

**Pinebrook Subdivision Findings**

Pinebrook Subdivision is a proposed single family residential development that will be located on the opposite side of Bluejay Road from Blandford Crossing Subdivision about 0.13 miles northeast of the entrance to Blandford Crossing. This proposed development consists of 65 lots. Allen Engineering Services has completed design on this development and has recently permitted it with Effingham County. According to plans provided to EMC Engineering, it is proposed to also serve this development water, reuse, and sewer by Effingham County services. In order to serve this community with sanitary sewer, gravity lines and a pump station are proposed to be installed. The proposed duplex pump station consists of a 6’ diameter wetwell, 5.5 hp pumps, and a 4” forcemain. The forcemain will run to Bluejay Road and down Bluejay Road about 430 lf and manifold in to the existing 4” forcemain that serves the Blandford Crossing development.

As part of this preliminary study a model has been set up to provide calculations showing the County’s existing system has adequate capacity and will function properly with the proposed manifold connection from the Pinebrook development. In the model, there were three scenarios that were looked at. The first model scenario was only the existing Blandford Crossing pump station pumps being on. This scenario showed that the existing pumps were pumping 115 gpm @ 97 TDH. The second model scenario was only the proposed Pinebrook pump station pumps being on. This scenario showed that the proposed pumps were pumping 103 gpm @ 70 TDH. The third model scenario was both the existing pumps and proposed pumps being on simultaneously. This scenario showed that the existing pumps were pumping 86 gpm @ 103 TDH and the
proposed pumps were pumping 42 gpm @ 89 TDH. In order to serve the proposed community with water, Effingham County has proposed to extend a 16" watermain along Bluejay Road from the existing 12" watermain (that is located in front of Blandford Crossing) to McCall Road and then down McCall Road to Blandford Elementary School and connect to an existing 16" watermain that is located near the school. This would loop the County's existing water system. In order to provide reuse to the proposed community the developer of Pinebrook development has proposed to extend the existing 12" reuse main down Bluejay Road from Blandford Crossing to the project site.

**Proposed 123 lot Subdivision**

The 123 lot subdivision is a proposed single family residential development that will be located at the intersection of Bluejay Road and McCall Road. This proposed development consists of 123 lots. No engineering design has been completed for this project, however as part of this study, EMC Engineering has completed some preliminary calculations to show that the project can be served water, sewer, and reuse by Effingham County systems. In order to serve this community with sanitary sewer, gravity sanitary sewer lines and pump station will have to be utilized. There are several options to serve this project with sewer. For this study, calculations were completed for just one scenario. The option that was looked at was to pump out of the proposed development (through a 4" forcemain) to Bluejay Road and then down Bluejay Road and then manifold into the 4" forcemain that has been proposed as part of the Pinebrook Subdivision. In order to show that this option will work EMC Engineering has modified the model that Allen Engineering Services completed for the sewer system. The model was revised to show the additional forcemain and pump station for the 123 lot development. Two scenarios were ran in the model to verify the system will function appropriately. The first scenario was with just the 123 lot pump station pump’s running. For this scenario, the model showed that the pumps were pumping 86 gpm @ 70 TDH. The second scenario was with all three pump station pumps running at the same time. For this scenario, the model showed the following pumping rates:

Blandford Crossing Pump Station: 71 gpm @ 104 TDH

Pine Brook Subdivision Pump Station: 24 gpm @ 93 TDH

123 lot Subdivision: 37 gpm @ 97 TDH

As previously mentioned, in order to serve the proposed community with water, Effingham County is proposing to extend a 16" watermain down in front of the project site. If this extension does not happen the site can still be served water by Effingham County. The developer of the 123 lot subdivision can extend an 8" watermain down to
their site along Bluejay Road from the existing 12" watermain at Blandford Crossing. The County then would have the option to work with the developer for cost sharing of the extension if they would like for the line to be upgraded to a 16" watermain. The same option would be available for extension of the reuse main along Bluejay Road.

**Summary**

Calculated Average Daily Flow for each development:

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<thead>
<tr>
<th>Development</th>
<th>Average Daily Flow (based on 300 gpd per lot)</th>
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</thead>
<tbody>
<tr>
<td>Blandford Crossing (119 lots)</td>
<td>35,700 gpd 25 gpm</td>
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<tr>
<td>Pinebrook (65 lots)</td>
<td>19,500 gpd 14 gpm</td>
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<tr>
<td>123 Lot (123 lots)</td>
<td>36,900 gpd 26 gpm</td>
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<table>
<thead>
<tr>
<th></th>
<th>Individual pump on</th>
<th>Peaking Factor</th>
<th>All pumps on</th>
<th>Peaking Factor</th>
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<tr>
<td>Blandford Crossing</td>
<td>115 gpm</td>
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<td>71 gpm</td>
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<td>Pinebrook</td>
<td>103 gpm</td>
<td>7.36</td>
<td>24 gpm</td>
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<tr>
<td>123 Lot</td>
<td>86 gpm</td>
<td>3.31</td>
<td>37 gpm</td>
<td>1.42</td>
</tr>
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</table>

Ideal velocities in an operating forcemain usually range from 2 – 7.5 ft/sec. This gives a range of flow of 90 gpm - 355 gpm. The maximum flow in the existing 4" forcemain with all pumps on is 132 gpm, which is within the operating range.

Furthermore, the maximum pressure in the 4" forcemain (with all pumps running) does not exceed 38 psi. This is well below the pressure rating of C900 DR 25 PVC forcemain, which is 100 psi.

Please refer to the attached exhibits for supplementing information on what exactly is being proposed.
### FlexTable: Junction Table

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<th>Label</th>
<th>Elevation (ft)</th>
<th>Hydraulic Grade (ft)</th>
<th>Pressure (psl)</th>
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## FlexTable: Pipe Table

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<th>Diameter (in)</th>
<th>Material</th>
<th>Manning's n</th>
<th>Hydraulic Grade (Start) (ft)</th>
<th>Hydraulic Grade (Stop) (ft)</th>
<th>Pressure (Start) (psi)</th>
<th>Pressure (Stop) (psi)</th>
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<td>PVC</td>
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# Pinebrook Subdivision Pump On

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| 122.37 | 123.24 |
| 143.76 |
| 147.06 |

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# 123 Lot Subdivision Pump On

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### 123 Lot Subdivision Pump On

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<td>258</td>
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<td>61.00</td>
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</tbody>
</table>

Blandford Road Subdivision.wg  
9/10/2020  
Bentley Systems, Inc. Haestad Methods Solution Center  
27 Siemon Company Drive Suite 200 W. Watertown, CT 06795 USA +1-203-755-1565  
Bentley WaterCAD V8i (SELECTseries 6)  
Page 1 of 1  
November 17, 2020
| 97.00 | 37 | 18.00 | 12.00 | 61.00 | On | 12.00 | 60.00
| 92.86 | 71 | 15.45 | 15.45 | 55.50 | On | 15.45 | 55.50
| 104.37 | | 19.59 | 19.59 | 55.50 | On | 19.59 | 55.50 |

**Flexible Pump Table**

All Pumps On
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department Development Services
Meeting Date: November 17, 2020

Item Description: Simcoe Investment Group - Clay Price as agent for Knipher Land Management requests to rezone 42.6 acres from AR-1 to R-6 for future development of a 123-lot subdivision, located on Bluejay Road, at McCall Road. Map# 432 Parcel #48

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 42.6 acres from AR-1 to R-6, 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. Pursuant to Section 5.8 R-6 Single Family Residential District, the zoning district is only allowed if municipal or county water and sewer service is adjacent to the parcel and capacity is available.
- The County water line is to be extended on Bluejay Road past this development in 2020-21. County sewer line is available, and the project engineers have performed modelling that demonstrates capacity is available. Development of the property meets the county’s goal of concentrating residential development where county water and sewer is available.
- At the October 26 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 42.6 acres from AR-1 to R-6, with staff conditions (#1-3) and one additional condition (#4):
  1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
  4. Applicant shall develop an agreement with neighboring property owners to protect any existing drainage and access easements on the above-referenced parcel.
- Peter Higgins seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. **Approve** request to rezone 42.6 acres from AR-1 to R-6, with the following conditions:
   1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
   2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
   4. Applicant shall develop an agreement with neighboring property owners to protect any existing drainage and access easements on the above-referenced parcel.

2. **Deny** the request to rezone 42.6 acres from AR-1 to R-6.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments: Zoning Map Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 432-48
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 432-48

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, SIMCOE INVESTMENT GROUP – CLAY PRICE for KNIPHER LAND MANAGEMENT has filed an application to rezone forty-two and six hundredths (42.6) +/- acres; from AR-1 to R-6 for development of a 123-lot subdivision; map and parcel number 432-48, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on November 17, 2020 and notice of said hearing having been published in the Effingham County Herald on October 28, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 7, 2020; and

IT IS HEREBY ORDAINED THAT forty-two and six hundredths (42.6) +/- acres; map and parcel number 432-48, located in the 2nd commissioner district is rezoned from AR-1 to R-6 with the following stipulations:

1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
4. Applicant shall develop an agreement with neighboring property owners to protect any existing drainage and access easements on the above-referenced parcel.

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 (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 17, 2020
Item Description: Simcoe Investment Group - Clay Price as agent for Knipher Land Management requests approval a Sketch Plan for a 123-lot subdivision, located on Bluejay Road. Map# 432 Parcel #48

Summary Recommendation
Staff has reviewed the application, and recommends approval of the Sketch Plan for a 123-lot subdivision on Bluejay Road.

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 county water and sewer, and consist of approximately 123 lots with minimum lot sizes of .15 acres (6,600 sf); 8.53 acres of open space (~20% of total acreage), including .39 acres wetlands, 1.77 acres ponds, 2.4 acres buffer area, and 3.96 acres common area.
- The proposed single entrance to the property is designed in consideration of the planned convenience store entrance across Bluejay Road, and planned intersection improvements at Bluejay Road and McCall Road.
- At the October 26 Planning Board meeting, Alan Zipperer made a motion to approve the Sketch Plan for a 123-lot subdivision on Bluejay Road.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve the sketch plan for a 123-lot subdivision on Bluejay Road.
2. Deny the sketch plan for a 123-lot subdivision on Bluejay Road.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

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

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

Proposed Name of Subdivision  123 LOT SUBDIVISION
Name of Applicant/Agent CLAY PRICE Phone 912-727-2920
Company Name SIMCOE INVESTMENT GROUP, LLC.
Address PO BOX 1247 RICHMOND HILL, GA 31324
Owner of Record KNIPHEER LAND MANAGEMENT, LLC Phone
Address 3153 OLIVER HWY NEWINGTON, GA 30446
Engineer EMC ENGINEERING SERVICES INC. Phone 912-644-3207
Address 10 CHATHAM CENTER SOUTH, SUITE 100 SAVANNAH, GA 31405
Surveyor SAME AS ENGINEER Phone
Address

Proposed water COUNTY Proposed sewer COUNTY
Total acreage of property 42.60. Acreage to be divided 42.6 Number of Lots Proposed 123
Current Zoning AR-1 Proposed Zoning R-6 Tax map – Block – Parcel No 0432 00 48
Are any variances requested? If so, please describe:

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

This 31 day of AUGUST, 2020

Applicant

Owner

SIGN HERE

SIGN HERE

DONNA LEE WASHINGTON
NOTARY PUBLIC
CHATHAM COUNTY, GEORGIA
MARCH 3, 2006

Page 1 of 3

EFFINGHAM COUNTY
SKETCH PLAN CHECKLIST

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

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

<table>
<thead>
<tr>
<th>Office Use</th>
<th>Applicant Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Project Information:</td>
<td></td>
</tr>
<tr>
<td>✓ 1. Proposed name of development.</td>
<td></td>
</tr>
<tr>
<td>✓ 2. Names, addresses and telephone numbers of owner and applicant.</td>
<td></td>
</tr>
<tr>
<td>✓ 3. Name, address and telephone number of person or firm who prepared the plans.</td>
<td></td>
</tr>
<tr>
<td>✓ 4. Graphic scale (approximately 1&quot;=100') and north arrow.</td>
<td></td>
</tr>
<tr>
<td>✓ 5. Location map (approximately 1&quot; = 1000').</td>
<td></td>
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<tr>
<td>✓ 6. Date of preparation and revision dates.</td>
<td></td>
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<tr>
<td>✓ 7. Acreage to be subdivided.</td>
<td></td>
</tr>
</tbody>
</table>

(b) Existing Conditions:

| ✓ 1. Location of all property lines. | |
| ✓ 2. Existing easements, covenants, reservations, and right-of-ways. | |
| ✓ 4. Sidewalks, streets, alleys, driveways, parking areas, etc. | |
| ✓ 5. Existing utilities including water, sewer, electric, wells and septic tanks. | |
| ✓ 6. Natural or man-made watercourses and bodies of water and wetlands. | |
| ✓ 7. Limits of floodplain. | |
| ✓ 8. Existing topography. | |
| ✓ 10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment). | |

(c) Proposed Features:

<p>| ✓ 1. Layout of all proposed lots. | |
| ✓ 2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names). | |
| ✓ 3. Proposed zoning and land use. | |
| ✓ 4. Existing buildings and structures to remain or be removed. | |
| ✓ 5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed. | |
| ✓ 6. Proposed retention/detention facilities and storm-water master plan. | |</p>
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<tr>
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<tr>
<td>7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed)</td>
<td>8. Water distribution infrastructure master plan.</td>
</tr>
</tbody>
</table>

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

This 21 day of AUGUST 2020

Applicant

Owner

[Notary stamp]

SIGN HERE

SIGN HERE

Staff Report

Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 17, 2020

Item Description: Clayton & Danielle Laird request to rezone 1.83 acres from AR-1 to AR-2 for a home site, located at 7996 Hwy 17 N.

Map# 208 Parcel #14

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 1.83 acres from AR-1 to AR-2 for 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 purchased a 1.43 acre homesite, and have obtained additional acreage to correct a property line error. The parcel is less than 5 acres, and must be rezoned to AR-2 before the plat can be signed.
- At the October 26 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 1.83 acres from AR-1 to AR-2, with conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
  4. Recombination plat must be signed by the Zoning Administrator.
- Juanita Golden seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request to rezone 1.83 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. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
   4. Recombination plat must be signed by the Zoning Administrator.
2. Deny the request to rezone 1.83 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

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent: Clayton & Danielle Laird
Date: 9/15/20

Applicant email address: CD7543@gmail.com
Phone #: 9202166787

Property owner(s): Clayton & Danielle Laird
Email:

Telephone Number:

Mailing Address: 7996 GA HWY 17n Newington GA 30446

Property location: 7996 GA HWY 17n Newington GA 30446

Present zoning: AR-1

Proposed zoning: AR-2

Present land-use: Single Family Residence

Proposed land-use: Single Family Residence

Tax Map #: 208
Parcel #: 14
Lot #:  

Total Acres: 1.83
Acres to be rezoned: 1.83

Lot characteristics: Single Family Residence

Water: Public X Private
Sewer: Public X Private

Proposed access: HWY 17

Justification:
This change is to rectify a previous land encroachment where the property lines passed through the existing residence.

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

North: AR-1
South: AR-1

East: AR-1
West: AR-1

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

Single Family Residence

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

N/A

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

N/A

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

Agriculture

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?

N/A

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?

N/A

Rev 03062020
2

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 09/14/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2622 page 985.

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

Owner's signature: ___________________________ Print: ___________________________

Owner's signature: ___________________________ Print: ___________________________

Owner's signature: ___________________________ Print: ___________________________

Sworn and subscribed before me this 18 day of September, 2020.

Notary Public, State of Georgia

Gloria M Durrance
NOTARY PUBLIC
Effingham County, GEORGIA
My Comm. Expires 05/05/2023

Rev 03062020
QUITCLAIM DEED

THIS INDENTURE, made this 14th day of September, 2020, by and between LINDA S. DAVIS (hereinafter called "Grantor") and CLAYTON W. LAIRD and DANIELLE ANNA LAIRD (hereinafter called "Grantee"). (The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

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

TO HAVE AND TO HOLD said property to the said party of the second part, heirs and assigns, so that neither the said party of the first part nor its successors nor any person or persons claiming under it shall at any time hereafter, by any way or means, have claim or demand any right, title or interest to the said Property or its appurtenances.

THE PURPOSE AND INTENT of this Quitclaim Deed is to solely remedy the pre-existing encroachment from the Laird parcel onto the Davis parcel as shown in the referenced plat marked as Exhibit "1" hereto; nothing herein is intended nor shall it be inferred to change the use of the Laird parcel from that which it has always been, a single family home.

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

Signed, sealed and delivered in the presence of:

LINDA S. DAVIS

Unofficial Witness

Notary Seal

***Title neither examined nor certified by scrivener***
EXHIBIT "A"

All that certain lot tract or parcel of land situate, being shown and described in that certain plat attached hereto as Exhibit "1" and known as "Survey of 0.40 Acres of Land in the 12th GMD of Effingham County, Georgia", Survey For: Clayton W. Laird and Danielle A. Laird dated February 17, 2020, performed by Donald W. Marsh, GRLS 2371. Said plat incorporated herein by reference.
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 (Clayton & Danielle Laird - Map# 208 Parcel # 14) 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 – October 26, 2020
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL [ ] DISAPPROVAL [ ]

Of the rezoning request by applicant (Clayton & Danielle Laird - Map# 208 Parcel # 14) 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?

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Yes [ ] No [ ] 8. Do other conditions affect the property so as to support a decision against the proposal?
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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL [ ] DISAPPROVAL [ ]

Of the rezoning request by applicant (Clayton & Danielle Laird - Map# 208 Parcel # 14) from AR-1 to AR-2 zoning.

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

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

Planning Board Meeting – October 26, 2020

JG
EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL______ DISAPPROVAL______

Of the rezoning request by applicant (Clayton & Danielle Laird - Map# 208 Parcel # 14) 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 – October 26, 2020
EFFINGHAM COUNTY REZONING CHECKLIST

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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 (Clayton & Danielle Laird - Map# 208 Parcel # 14) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 17, 2020
Item Description: Clayton & Danielle Laird request to rezone 1.83 acres from AR-1 to AR-2 for a home site, located at 7996 Hwy 17 N.

Map# 208 Parcel #14

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 1.83 acres from AR-1 to AR-2 for 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 purchased a 1.43 acre homesite, and have obtained additional acreage to correct a property line error. The parcel is less than 5 acres, and must be rezoned to AR-2 before the plat can be signed.
- At the October 26 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 1.83 acres from AR-1 to AR-2, with conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
  4. Recombination plat must be signed by the Zoning Administrator.
- Juanita Golden seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request to rezone 1.83 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. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
   4. Recombination plat must be signed by the Zoning Administrator.
2. Deny the request to rezone 1.83 acres from AR-1 to AR-2.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments: Zoning Map Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 208-14
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 208-14

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, CLAYTON & DANIELLE LAIRD have filed an application to rezone one and eighty-three hundredths (1.83) +/- acres; from AR-1 to AR-2; map and parcel number 208-14, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on November 17, 2020 and notice of said hearing having been published in the Effingham County Herald on October 28, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 7, 2020; and

IT IS HEREBY ORDAINED THAT one and eighty-three hundredths (1.83) +/- acres; map and parcel number 208-14, located in the 3rd commissioner district is rezoned from AR-1 to AR-2 with the following stipulations:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
4. Recombination plat must be signed by the Zoning Administrator.

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

This _____ day of ______________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ________________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: ________________________________
FIRST/SECOND READING: ____________

______________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 17, 2020

Item Description: Brenda N. Horton requests to rezone 2.66 acres from AR-2 to AR-1, to allow for recombination with a larger parcel (276-6A) already zoned AR-1, located on Old Louisville Road. Map# 271 Parcel #6

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2.66 acres from AR-2 to AR-1, to allow for recombination with a larger parcel already zoned AR-1, 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.
- The 2.66 acre portion was originally part of 271-6A, and was rezoned to AR-2 and subdivided in December 1998.
- The applicant purchased the two parcels, and wishes to recombine them to put the acreage in CUVA. The parcels must have the same zoning to be combined, and for the plat to be signed.
- At the October 26 Planning Board meeting, Peter Higgins made a motion to approve the request to rezone 2.66 acres from AR-2 to AR-1, with conditions:
  1. The lot shall meet the requirements of the AR-1 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
  4. Recombination plat must be signed by the Zoning Administrator.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request to rezone 2.66 acres from AR-2 to AR-1, with the following conditions:
   1. The lot shall meet the requirements of the AR-1 zoning district.
   2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
   4. Recombination plat must be signed by the Zoning Administrator.
2. Deny the request to rezone 2.66 acres from AR-2 to AR-1,

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

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent  Brenda N. Horton  Date  9/21/20
Applicant email address  brenhorton@windstream.net  Phone #  912-876-4626
Property owner(s)  Brenda N. Horton  email  brenhorton@windstream.net
Telephone Number ( 912)  876-4626
Mailing Address  312 Brigham Roots Rd. Rincon, Ga. 31326
Property location  Old Louisville Road, Guyton, Ga./Effingham Co.
Present zoning  AR2
Proposed zoning  AR1
Present land-use  Pasture + wooded
Proposed land-use  Pasture + wooded
Tax Map #  02710-006-000  Parcel #  271-6 A+B  Lot #
Total Acres  12.59  Acres to be rezoned  2.66
Lot characteristics  Pasture + woods
Water  Public  Private  Sewer  Public  Private
Proposed access  Existing Driveway
Justification  Bought adjoining tracts A + B, have different zoning
List the zoning of the other property in the vicinity of the property you wish to rezone:

North  AR1  South  AR1
East  AR1  West  AR1

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

wooded

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.

wooded & pasture

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

Residential & wooded

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?

Combine the A & B parcels as one. All 12.59 acres. Zoned 1

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

No.
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

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

[Handwritten date: May 19, 2020], on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 590 page 155.

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

Owner's signature [Signature] Print [Print Name]

Owner's signature [Signature] Print

Owner's signature [Signature] Print

Sworn and subscribed before me this 21 day of September 2020

Notary Public, State of Georgia

[Notary Public Seal]

Rev 03062020
Effingham County Development Services

AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant: Brenda N. Horton

Date: 9/21/20

Address: 312 Brigdon Road

City: Rincon

State: GA

Zip Code: 31326

Telephone Number: 912-526-4626

Email: brendahorton@windstream.net

Signature of Owner: Brenda N. Horton

Owners Name (Print)

Personally appeared before me _____________________________ (Owner print)

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

This Day 21 of September, 2020.

(Notary Seal)

Rev 03062020
September 9, 2020

Ms. Brenda N. Horton
312 Brigdon Roots Road
Rincon, GA 31326

RE: Recorded Plat (Book 28, Page 886)

Our office received the above referenced Plat that contains a recombination request. We are unable to complete the Plat due to the parcels are not Zoned the same.

Map/Parcel 271-6 is Zoned AR-2.
Map/Parcel 271-6A is Zoned AR-1.

Please contact us (912.754.2125) or Development Services (912.754.2105) if you have any questions.

Kind regards,

[Signature]

Neal Groover, Chief Appraiser
Effingham County Board of Tax Assessors
901 N. Pine Street, Room 106
Springfield, GA 31329
Phone: 912.754.2125
E-Mail: NGroover@effinghamcounty.org

Enclosure: Copy of Plat (28/886)
LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

This Indenture made this 19th day of May, 2020, between Ronald M. McDaniel, of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Brenda N. Horton, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100’S ($10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said grantee,

ALL that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, containing 2.66 acres, more or less, known and designated as TRACT "B", that is shown and more particularly described by the plat of survey made by Paul D. Wilder, R.L.S. #1559, dated April 8, 1998, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 49F, which is incorporated into this description by specific reference thereto.

This being a portion of the property conveyed by Julia M. Cooler to Ronald M. McDaniel as evidenced by that certain Deed dated August 30, 1996 and recorded in Deed Book 590, page 155, aforesaid records.

TOGETHER WITH that Thirty (30 Foot) Access Easement shown on the abovereferenced plat shown on said plat running along the southeasterly boundary line of Tract A extended from the Old Louisville Road to Tract B shown on said plat above referred to hereunder for the purpose of ingress, egress and for the location of any and all utility installations benefiting the said property and maintenance of same.

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

Said property has a current property tax identification number of 02710-006-000.

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 this 19th day of May, 2020
in the presence of:

Catherine J. Jones

Ronald M. McDaniel (Seal)

(Notary Public Seal Affixed)
LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This Indenture made this 19th day of May, 2020, between J. Reginald McDaniel, of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Brenda N. Horton, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said grantee,

ALL that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, containing 9.93 acres, more or less, known and designated as TRACT "A", that is shown and more particularly described by the plat of survey made by Paul D. Wilder, R.L.S. #1599, dated April 5, 1998, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 49F, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Julia M. Cooler to J. Reginald McDaniel as evidenced by that certain Deed dated March 22, 1999 and recorded in Deed Book 554, page 27, aforesaid records.

SUBJECT TO that Thirty (30 Foot) Access Easement shown on the aboverereferenced plat shown on said plat running along the southeastern boundary line of said land extended from the Old Louisville Road to Tract B shown on said plat above referred to hereunder for the purpose of ingress, egress and for the location of any and all utility installations benefiting the said property and maintenance of same.

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

Said property has a current property tax identification number of 02710-006-A00.

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 this 19th day of May, 2020
in the presence of:

[Signatures]

Unofficial Witness

[Date]

[Location]

[Notary Public Seal Affixed]
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Developed by Schneider GEOSPATIAL
EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ______  DISAPPROVAL ______

Of the rezoning request by applicant (Brenda N. Horton - Map# 271 Parcel # 6) 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 – October 26, 2020
EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____  DISAPPROVAL _____

Of the rezoning request by applicant (Brenda N. Horton - Map# 271 Parcel # 6) from **AR-1** to **AR-2** zoning.

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

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

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

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

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

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 (Brenda N. Horton - Map# 271 Parcel # 6) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

Yes \ No ? 8. Do other conditions affect the property so as to support a decision against the proposal?
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL    DISAPPROVAL

Of the rezoning request by applicant (Brenda N. Horton - Map# 271 Parcel # 6) 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 – October 26, 2020
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ☒ DISAPPROVAL ☐

Of the rezoning request by applicant (Brenda N. Horton - Map# 271 Parcel # 6) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

Yes ☐ 8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – October 26, 2020

BSK 10/26/2020
Staff Report

Subject: 2nd Reading Zoning Map Amendment  
Author: Teresa Concannon, AICP, Planning & Zoning Manager  
Department: Development Services  
Meeting Date: November 17, 2020

Item Description: Brenda N. Horton requests to rezone 2.66 acres from AR-2 to AR-1, to allow for recombination with a larger parcel (276-6A) already zoned AR-1, located on Old Louisville Road.  
Map# 271 Parcel #6

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2.66 acres from AR-2 to AR-1, to allow for recombination with a larger parcel already zoned AR-1, 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.
- The 2.66 acre portion was originally part of 271-6A, and was rezoned to AR-2 and subdivided in December 1998.
- The applicant purchased the two parcels, and wishes to recombine them to put the acreage in CUVA. The parcels must have the same zoning to be combined, and for the plat to be signed.
- At the October 26 Planning Board meeting, Peter Higgins made a motion to approve the request to rezone 2.66 acres from AR-2 to AR-1, with conditions:
  1. The lot shall meet the requirements of the AR-1 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
  4. Recombination plat must be signed by the Zoning Administrator.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request to rezone 2.66 acres from AR-2 to AR-1, with the following conditions:
   1. The lot shall meet the requirements of the AR-1 zoning district.
   2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
   4. Recombination plat must be signed by the Zoning Administrator.
2. Deny the request to rezone 2.66 acres from AR-2 to AR-1,

Recommended Alternative: 1  
Other Alternatives: 2

Department Review: Development Services  
FUNDING: N/A  
Attachments: Zoning Map Amendment
STATE OF GEORGIA  
EFFINGHAM COUNTY  

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
271-6  
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
271-6  

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.  

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

WHEREAS, BRENDA N. HORTON has filed an application to rezone two and sixty-six hundredths (2.66) +/- acres; from AR-2 to AR-1; map and parcel number 271-6, located in the 3rd commissioner district, and  

WHEREAS, a public hearing was held on November 17, 2020 and notice of said hearing having been published in the Effingham County Herald on October 28, 2020; and  

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 7, 2020; and  

IT IS HEREBY ORDAINED THAT two and sixty-six hundredths (2.66) +/- acres; map and parcel number 271-6, located in the 3rd commissioner district is rezoned from AR-2 to AR-1 with the following stipulations:  

1. The lot shall meet the requirements of the AR-1 zoning district.  
2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.  
3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.  
4. Recombination plat must be signed by the Zoning Administrator.  

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

This _____ day of ________________, 20____  

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA  

BY: _______________________________  
WESLEY CORBITT, CHAIRMAN  

ATTEST: FIRST/SECOND READING: _______________  

_____________________________  
STEPHANIE JOHNSON  
COUNTY CLERK
Staff Report

Subject: Conditional Use (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 17, 2020

Item Description: Joseph Bouchard as agent for Tim & Sheri Goros requests a Conditional Use to establish a firearms range, located at the borrow pit property at Watts Road, off Floyd Avenue.

Map# 296 Parcel #11

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a conditional use to operate a firearms range.

Executive Summary/Background
- The request for a conditional use is a requirement of Appendix C, Article VII-Planning Board, Section 7.1.6 Conditional Uses.
  
  (a) Approval of a conditional use shall not adversely affect the economic values or the physical appearance of the neighborhood or areas surrounding the site or lot in question.
  (b) The physical and environmental effects of allowing the conditional use shall be considered.
  (c) Buffer zones, where necessary to shield any adverse factors, shall be considered.
  (d) Additional space for parking, landscaping, building, loading zones, and setback shall be considered if necessary to protect adjacent structures or lots from any adverse impact.
- The 50 acre parcel was operated as a borrow pit, then rezoned to I-1 for a landfill in 1989. The site is accessed via Watts Road (Landfill Road), a 0.4 mile surface-treated, county-maintained road. Surrounding land uses include residential and farming.
- The applicant provided additional information at the request of staff: The gun range will be private for small-group training. A fee will be charged to cover food, supplies, maintenance, targets, literature, etc. The applicant proposes to offer the site to local law enforcement for training. Proposed hours are 9-5pm, Monday-Saturday. There will be a storage building onsite for targets, stands, medical supplies, etc. No ammunition will be stored on site. Berms and a shelter will be in place for safety at the firearms range and surrounding properties.
- At the October 26 Planning Board meeting, Dave Burns made a motion to deny the request for a conditional use to operate a firearms range.
- Brad Smith seconded the motion. The motion was approved, with Peter Higgins dissenting.

Alternatives for Commission to Consider
1. Approve request for a conditional use to operate a firearms range
2. Deny request for a conditional use to operate a firearms range

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments:
1. Conditional Use application
2. Ownership certificate
3. Plat
4. Aerial Photograph
EFFINGHAM COUNTY
APPLICATION FOR A VARIANCE OR CONDITIONAL USE

DATE 9/23/2020

APPLICANT/AGENT NAME Joseph Bouchard

APPLICANT/AGENT EMAIL: jbouchard@poolerkarate.com

APPLICANT/AGENT PHONE #: 912-655-6604

PROPERTY OWNER(S): Tim Gors / Sheri Gors

PROPERTY OWNER PHONE #: 912-657-6128 EMAIL: jbouchard@poolerkarate.com

MAILING ADDRESS 926 Rathlin Road, Richmond Hill, GA

PROPERTY LOCATION 500 Floyd Ave, Guyton, GA / WATTS Rd

PHONE # 912-655-6604 EMAIL ADDRESS jbouchard@poolerkarate.com

MAP # 296c PARCEL # 02466611

ZONING J-1 ACREAGE 50 acres

NAME OF DEVELOPMENT (IF APPLICABLE)

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

DESCRIBE THE REQUESTED VARIANCE / CONDITIONAL USE

Site will be utilized to support law enforcement training for law enforcement and civilians
EXPLAIN WHY THE VARIANCE OR CONDITIONAL USE IS BEING REQUESTED
Request has been submitted to comply with local guidelines

THE FOLLOWING ITEMS MUST BE SUBMITTED AT TIME OF APPLICATION:

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

☐ OWNERSHIP CERTIFICATE

☐ FILING FEE - $200.00

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

SIGN ___________________________ DATE ___________________________

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

OFFICIAL USE ONLY

DATE RECEIVED ________ TIME _________ ACCEPTED BY __________

DATE APPROVED BY COUNTY COMMISSIONERS ________

Site plan:
show Pond
show Homes
Sheriff Dept Letter.
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 12/23/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2275 page 578-580.

Owner's signature

Owner's signature (if applicable)

Owner's signature (if applicable)

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

AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: Joseph Bouchard

Address: 926 Rathmell Road Richmond Hill, Ga

Telephone #: 912-655-6844 email: J-Bouchard@pulaskisatco.com

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

Notary:

Date: 12/23/2020
STATE OF GEORGIA  
COUNTY OF EFFINGHAM 

DEED OF GIFT

THIS INDENTURE made and entered into this 23rd day of December, 2014 by and between JORENE A. CARROLL, as Grantor, and SHERI C. GOROS, as Grantee;

WITNESSETH:

That Grantor, for and in consideration of the natural love and affection which she bears for Grantee, her daughter, has given, granted and conveyed and does hereby give, grant and convey unto Grantee, her heirs, beneficiaries and assigns, her entire undivided interest in and to the real property more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the said above-described property, together with all and singular the rights, members, improvements and appurtenances thereunto belonging, or in any wise appertaining unto Grantee, her heirs, beneficiaries and assigns, forever in fee simple. By this deed, Grantor conveys to Grantee her entire interest in and to the above-described property, leaving Grantor with no interest whatsoever of any kind in and to the property described on Exhibit "A".

GRANTOR WARRANTS, except as limited in the legal description of the Premises, that Grantor is seised of the above-described property in fee simple, has good right to convey the above-described property and will forever warrant and defend the title to the above-described property.

TITLE TO THE WITHIN CONVEYED PROPERTY HAS NOT BEEN EXAMINED NOR CERTIFIED BY THE PREPARER OF THIS DEED.
IN WITNESS WHEREOF, Grantor has hereunto set her hand and affixed her seal the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Official Witness

[Signature]

JORENE A. CARROLL, Grantor

[Seal]

TAMARA PHILLIPS
NOTARY PUBLIC


PB Presentment 12
November 17, 2020
EXHIBIT A

ALL that certain lot, tract or parcel of land situate, lying and being in the 10th G. M. District of Effingham County, Georgia, containing Ninety-two and five-tenths (92.5) acres, more or less, and being bounded on the north by lands now or formerly of Norton and by lands now or formerly of Brown; on the east by a public road (also known as Floyd Avenue); on the south by lands now or formerly of Earl Butler and by lands now or formerly of Ross Butler; on the southwest by lands now or formerly of Truman Brown and by lands now or formerly of the Savannah Baptist Assembly; and on the west by lands now or formerly of the Savannah Baptist Assembly.

This conveyance is subject to all easements, restrictions and covenants of record, if any.

Express reference is hereby made to a plat of said land made by Paul Weitman, County Surveyor, dated August 20, 1973, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 9, Page 15, for better determining the metes and bounds of said lands herein conveyed.

This being the same property as conveyed to JORENE A. CARROLL by Deed of Gift from C. ARLAND CARROLL dated December 30 1988, recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Deed Book 262, Page 684. Said property containing improvements thereon known by the current system of numbering as 500 Floyd Avenue, Guyton, Georgia 31322 encompassing three Parcel Identification Numbers, to-wit: 02960011, 02960012 and 02960013.
Proposed Section for Commercial Use

- Shelter/Overhang
- Berms 15'
Watts Rd will be the entrance to the range. Thank you

Sent from my iPhone

On Oct 22, 2020, at 11:55 AM, Teresa Concannon <TConcannon@EffinghamCounty.org> wrote:

We had an additional question about access to the gun range – see attached email. Will the access be from Floyd Avenue or via Watts Road?

Teresa Concannon, AICP
Planning & Zoning Manager
Effingham County Board of Commissioners
601 N Laurel Street
(912)754-8063
tconcannon@EffinghamCounty.org

• The property was rezoned to I-1 Industrial in 1989 for a proposed landfill. Can you provide a letter from the owners about the status of the property, and whether any landfill was permitted by the state, and whether any dumping took place.

The property adjacent to the proposed gun range is the actual landfill, there is a small strip of property that divides my property from the landfill, we, the land owners donated that strip of property to Effingham county as a well seepage project / barrier for the actual landfill. No dumping was ever done at the proposed gun range.

• Will the gun range be open to the public? Members?

No, the gun range will be private small groups only by approved invitation.

• Will attendees pay for use of the range?

Yes, there will be a fee that each individual will pay to help offset the cost of food, supplies, maintenance, targets, literature etc
• Is there a partnership with law enforcement? Please provide a letter from the Sheriff’s Department.

As of now they are no contracts with law enforcement, Effingham County Deputies will have free usage of the range, we as life long residents of Effingham county will provide range services to deputies. We, the land owners have made large donations to the Sheriff's office in the form of much needed gear. We believe in taking care of our local law enforcement.

• Proposed hours/days of operation?

9am-5pm Monday - Saturday

• Will there be a building/indoor shooting range?

No Indoor shooting buildings. Just a small lockable convex for storage of targets, stands, medical supplies etc.

• Will there be deliveries to the site?

No deliveries.

• Will ammunition be stored on site?

No ammo will be stored at the proposed range site.

• Is there a plan to expand operations to the entire acreage?

No plans to expand at this time.

Thank you,
Timothy Goros
Nopaintdent@aol.com
912-667-6428

Sent from my iPhone

**** 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. *****

This e-mail is for the sole use of the intended recipient(s) and may contain confidential or privileged information. Any unauthorized review, use, distribution or disclosure is prohibited. If you are not the intended recipient, please reply to the sender and destroy all original copies of this message.

<mime-attachment>
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 17, 2020
Item Description: Joseph Bouchard as agent for Tim & Sheri Goros requests a Conditional Use to establish a firearms range, located at the borrow pit property at Watts Road, off Floyd Avenue. Map# 296 Parcel #11

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a conditional use to operate a firearms range.

Executive Summary/Background

- The request for a conditional use is a requirement of Appendix C, Article VII-Planning Board, Section 7.1.6 Conditional Uses.

  (a) Approval of a conditional use shall not adversely affect the economic values or the physical appearance of the neighborhood or areas surrounding the site or lot in question.
  (b) The physical and environmental effects of allowing the conditional use shall be considered.
  (c) Buffer zones, where necessary to shield any adverse factors, shall be considered.
  (d) Additional space for parking, landscaping, building, loading zones, and setback shall be considered if necessary to protect adjacent structures or lots from any adverse impact.

- The 50 acre parcel was operated as a borrow pit, then rezoned to I-1 for a landfill in 1989. The site is accessed via Watts Road (Landfill Road), a 0.4 mile surface-treated, county-maintained road. Surrounding land uses include residential and farming.

- The applicant provided additional information at the request of staff: The gun range will be private for small-group training. A fee will be charged to cover food, supplies, maintenance, targets, literature, etc. The applicant proposes to offer the site to local law enforcement for training. Proposed hours are 9-5pm, Monday-Saturday. There will be a storage building onsite for targets, stands, medical supplies, etc. No ammunition will be stored on site. Berms and a shelter will be in place for safety at the firearms range and surrounding properties.

- At the October 26 Planning Board meeting, Dave Burns made a motion to deny the request for a conditional use to operate a firearms range.

- Brad Smith seconded the motion. The motion was approved, with Peter Higgins dissenting.

Alternatives for Commission to Consider
1. Approve request for a conditional use to operate a firearms range
2. Deny request for a conditional use to operate a firearms range

Recommended Alternative: 1 Other Alternatives: 2
Department Review: Development Services
FUNDING: N/A
Attachments: Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 296-11
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 296-11

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH

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

WHEREAS, JOSEPH BOUCHARD as agent for TIM & SHERI GOROS has filed an application for a conditional use to operate a gun range; map and parcel number 296-11, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on November 17, 2020 and notice of said hearing having been published in the Effingham County Herald on October 28, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 7, 2020; and

IT IS HEREBY ORDAINED THAT a conditional use to operate a gun range; map and parcel number 296-11, located in the 3rd commissioner district, is granted.

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

This ______ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ______________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: ______________________________
FIRST/SECOND READING: ____________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Conditional Use (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 17, 2020

Item Description: Michael Devoe requests a Conditional Use to establish the Southeast Firearms Training Center - a firearms range, located at 1450 Arnsdorff Loop.

Map# 362 Parcel #11

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a conditional use to operate a firearms range.

Executive Summary/Background
• The request for a conditional use is a requirement of Appendix C, Article VII-Planning Board, Section 7.1.6 Conditional Uses.

(a) Approval of a conditional use shall not adversely affect the economic values or the physical appearance of the neighborhood or areas surrounding the site or lot in question.
(b) The physical and environmental effects of allowing the conditional use shall be considered.
(c) Buffer zones, where necessary to shield any adverse factors, shall be considered.
(d) Additional space for parking, landscaping, building, loading zones, and setback shall be considered if necessary to protect adjacent structures or lots from any adverse impact.

• The 133 acre parcel will be accessed from Arnsdorff Loop Road, a 2.34 mile county-maintained dirt road. Surrounding land uses include residential and farming.

• The applicant provided additional information at the request of staff: The gun range will offer firearm training classes and firearm competitions, which will be open to any person who can legally possess a firearm. Fees will be charged for training classes and competitions. P.O.S.T. training, taught by certified instructors, will be offered to law enforcement officers. The applicant proposes to offer the site to local law enforcement for training. Proposed hours are 9-5pm / 9am-Sunset. Future plans include a building for training classrooms and restrooms. No ammunition will be stored on site. Firearms classes of 10-20 participants will be scheduled based on interest; expect to offer 1-3 classes per week. Competition events will attract 15-40 attendees, and occur 3-4 times per month, on Saturdays.

• Berms and a shelter will be in place for safety at the firearms range and surrounding properties. The firearms range is located on an interior portion of the 133 acre parcel.

• At the October 26 Planning Board meeting, Dave Burns made a motion to deny the request for a conditional use to operate a firearms range.

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

Alternatives for Commission to Consider
1. Approve request for a conditional use to operate a firearms range
2. Deny request for a conditional use to operate a firearms range

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Conditional Use application
2. Ownership certificate
3. Plat
4. Aerial Photograph

THIS ITEM HAS BEEN WITHDRAWN BY THE APPLICANT AND WILL NOT BE HEARD BY THE BOARD OF COMMISSIONERS AT THE NOVEMBER 17, 2020 MEETING
APPLICANT/AGENT NAME: Michael C. DeVoe
APPLICANT/AGENT EMAIL: mcdevoe@windstream.net
APPLICANT/AGENT PHONE #: (912) 659-0377
PROPERTY OWNER(s): Michael C. & Tanya G. DeVoe
PROPERTY OWNER PHONE #: (912) 659-0377
MAILING ADDRESS: 1435 Arnsdorff Loop Clyo, GA 31303
PROPERTY LOCATION: 1450 Arnsdorff Loop Clyo, GA 31303
PHONE #: 912 659-0377
EMAIL ADDRESS: mcdevoe@windstream.net
MAP #: 362
PARCEL #: 03620011
ZONING: AR-1
ACREAGE: 133.4

NAME OF DEVELOPMENT (IF APPLICABLE):
Southeast Firearms Training Center

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

DESCRIBE THE REQUESTED VARIANCE / CONDITIONAL USE

Would like to create a Firearms range for training and recreational use.
EXPLAIN WHY THE VARIANCE OR CONDITIONAL USE IS BEING REQUESTED

To create a firearms range for training and recreational use.

THE FOLLOWING ITEMS MUST BE SUBMITTED AT TIME OF APPLICATION:

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

☐ OWNERSHIP CERTIFICATE

☐ FILING FEE - $200.00

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

SIGN ______________________ DATE 09/16/20

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

*******************************************************************************
OFFICIAL USE ONLY
*******************************************************************************

DATE RECEIVED ____________ TIME ____________ ACCEPTED BY ____________

DATE APPROVED BY COUNTY COMMISSIONERS ____________
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date September 1, 2020 on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 373 page 740.

Owner’s signature ____________________________
Owner’s signature ____________________________ (if applicable)
Owner’s signature ____________________________ (if applicable)

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

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

Name of Applicant/Agent: ____________________________
Address: __________________________________________
Telephone #: ____________________________ email: ____________________________

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

Notary: ____________________________ Seal ____________________________
Date: ____________________________
LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This Indenture made the 1st day of September, 2020, between William Wingard Rahn, of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Michael Carey Devoe and Tanya Genevieve Devoe, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said grantee,

ALL that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, containing 131.44 acres, more or less, and being bounded on the northeast by lands of Irvin Mercer and by lands of Georgia Pacific Corporation; on the east and southeast by lands of J. C. Arnsdorff Estate; on the southwest and west by lands of Charles F. Clinton.

Express reference is hereby made to a plat of said lands made by Paul Weitman, County Surveyor, Effingham County, Georgia, dated April 20, 1976 and recorded in the Surveyor's Records of Effingham County, Georgia, in Plat Record Book K, page 85, for better determining the metes and bounds of said lands herein conveyed.

This property is further described on a later survey by Paul Weitman, County Surveyor, dated April 1976, entitled “Two hundred seventy-six and five-tenths acres of land in 11th G.M. District surveyed and divided into two tracts and designated as East Tract of 133.4 acres and West Tract of 143.1 acres”, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Book 10, page 83, such survey showing total acreage within such property as being 133.4 acres, and all such property as shown on such later survey, aboverereferenced, being conveyed herewith with full warranty of title.

This being the same property conveyed by Talulah Arnsdorff Rahn to William Wingard Rahn as evidenced by that certain Deed dated December 30, 1994 and recorded in Deed Book 373, page 740, aforesaid records.

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

Said property has a current property tax identification of 03620-011-000 with a street address of 1450 Arnsdorff Loop, Clyo, Georgia, 31303.

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.

[Signature]
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of persons holding by, through, or under the Grantor.

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

Signed this 19th day of September, 2020
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My commission expires 2/18/23

(Notary Public Seal Affixed)

[Seal]
William Wingard Rahn

[Seal]
TAX NOTICE TO PURCHASER AND SELLER

RE: Map and parcel No: 03620-011-000

PROPERTY LOCATION: 1450 Arnsdorff Loop, Clyo, GA 31303

PREVIOUS OWNER(S): William Wingard Rahn

Your closing statement reflects the proration of taxes for this tax year. This proration is an estimate based on last year’s tax bill. The tax bill for the current year will be mailed from the Tax Commissioner to the Seller, probably during the months of October or November. Credit has been given on the closing statement for the pro-rated portion of the taxes. It is the Purchaser’s responsibility to obtain the tax bill from either the Seller or the Tax Commissioner and to pay that bill. There is no way to have the tax bill mailed directly to the Purchaser until the Purchaser has returned the taxes after January of next year.

All prorations between Purchaser and Seller and all escrow accounts are based on the best available tax information. In the event there are additional taxes due or add-on bills issued for this property for the current or previous years, the parties understand, acknowledge and agree that THE PAYMENT TO THE TAXING AUTHORITY OF ANY ADDITIONAL TAXES WILL BE THE RESPONSIBILITY OF THE PURCHASER and that THE SELLER WILL IMMEDIATELY REIMBURSE THE PURCHASER FOR THE SELLER'S PRORATED SHARE OF ANY ADDITIONAL TAXES ASSESSED FOR THE CURRENT YEAR AND THE ENTIRE AMOUNT OF TAXES PAID BY THE PURCHASER FOR ANY YEAR PRIOR TO THIS PURCHASE; and Purchaser understands, acknowledges and agrees that any escrow account maintained by the Lender for payment of taxes may be increased.

IN CASE OF NEW CONSTRUCTION, MANY TIMES TAXES ARE BASED ON AN ACREAGE TRACT AND ARE SHOWN AS PAID IN FULL AT THE TIME OF CLOSING. IN SOME COUNTIES, THE TAX COMMISSIONER WILL RE-ASSESS THE PROPERTY AFTER CLOSING AND SEND OUT AN INDIVIDUAL TAX BILL FOR THAT PROPERTY. IN SUCH EVENT, PURCHASER AND SELLER AGREE TO PRORATE ANY CHANGE IN THE TAXES IN THE SAME MANNER SET OUT ABOVE.

Both Purchaser and Seller HOLD HARMLESS THE RATCHFORD FIRM, ("LAW FIRM") AND THE LENDER FROM ANY AND ALL LIABILITY IN CONNECTION WITH SUCH TAXES. If at any time a new tax bill is issued, Purchaser and Seller understand and acknowledge that NEITHER THIS LAW FIRM NOR THE LENDER IS RESPONSIBLE FOR THE PAYMENT OF ANY INCREASE IN TAXES, OR FOR THE REFUND OF ANY OVERAGE OF TAXES.

Purchaser and Seller agree to cooperate in adjusting for tax proration cues at closing if the tax due for the current year varies more than ten (10%) percent from the total prorated amount.

This is to acknowledge that I have read the above information concerning the proration of taxes and that I do understand.

Also, I am aware that if I claim the property as my primary resident AND I pay Georgia Income Tax, I may be able to claim Georgia Homestead Exemption. I may apply for the exemption at the Tax Assessor's office. Georgia Homestead Exemption may be claimed before April 1 during the year in which I qualify. It is my responsibility to determine if I qualify for this exemption and to apply for same.

This the 1st day of September, 2020.

William Wingard Rahn
SELLER

Michael Carey Devoe
PURCHASER/BORROWER

Tanya Gejevleva Devoe
PURCHASER/BORROWER

SENDING AGAIN AS A REMINDER OF IMPORTANT INFORMATION
Training Center Objectives:

1. To form an establishment for club members to learn and improve upon firearm skills.
2. Provide basic firearm safety classes for the general public who wish to learn proper firearm handling skills.
3. Create a safe firearms range to allow members to improve upon their firearm skills.
4. Host competitive shooting events for beginner skill levels to more advance shooters.
5. Provide NRA classes for law enforcement officers and civilians.

Mission Statement

Our goal is to not only offer shooting lessons, but all the responsibilities that accompany it.
Southeast Firearms Training Center
(graphics not to scale)

Notes:
Back Berm Heights=18-20'
Side Berm Heights= 10-12'
100 Yard & 500 Yard Shooting Positions to Be Elevated.
Pond will be less than an acre. Dirt will be used to form Berms.
This is to certify
Michael C DeVoe
Private Company

is an ACTIVE member of the
International Association of Law
Enforcement Firearms Instructors, Inc.
Member Since: 8/17/2018
Expiration Date: 12/17/2021
Safety Check: Yes

Michael DeVoe, President
THE NATIONAL RIFLE ASSOCIATION OF AMERICA

CERTIFIES THAT

MICHAEL C. DEVOE

INSTRUCTORS

NRA INSTRUCTOR

NRA INSTRUCTOR

Has successfully met the requirements established by the
National Rifle Association of America and is hereby designated an

Certified Home Firearm Safety * Certified Pistol * Certified Rifle * Certified Shotgun * Personal Protection In The Home

and is authorized to teach the following basic courses:

Valid through: 8/19/2022

JOHN G. FRAZER, SECRETARY
NATIONAL RIFLE ASSOCIATION

November 17, 2020

PB Presentation 14
Southeast Firearms Training Center
1450 Arnsdorff Loop Clyo, GA 31303
Tel (912) 659-0377

Teresa Concannon, AICP
Effingham County Planning & Zoning
601 N Laurel Street
Springfield, GA 31329
Subject: Conditional Use Application Questions

Mrs. Concannon,

The following are the answers to the questions asked about the firearms range we would like to construct.

Will the training facility/gun range be open to the public? Members?
To regulate and reduce traffic, the facility will not have members. The facility will be used for firearm training classes and firearm competitions. These events will be open to any responsible person who can legally own and possess a firearm. Firearm range will also be used for personal use.

Will attendees pay for use of the range?
Yes. The training classes as well as the competitions will have fees.

Is there a partnership with law enforcement? Please provide a letter from the Sheriff’s Department.
Georgia police officer standards and training counsel accredited classes will be offered to law enforcement officers. All P.O.S.T. classes will be taught by certified law enforcement firearms instructors. The Effingham County Sheriff’s Office will have use of the facility at no charge for firearms training.

Proposed hours/days of operation?
Hours of operations will typically be 9am to 5pm. Some training course may run over the 5pm time frame but will not extend pass sunset.

Will there be a building/indoor shooting range?
At a later date, a building will be erected for training classrooms and restrooms. There will be no indoor shooting range.

Will there be deliveries to the site?
Standard mail will be delivered to the site, no commercial traffic other than construction crews during initial construction.

Will ammunition be stored on site?
No. Participants will bring their own ammunition. All other ammunition will be stored off site.
Conditional Use Questions Continued...

Is there a plan to expand operations to the entire acreage?
No.

Expected numbers of attendees; impact on road infrastructure?
Firearms Training classes range from approximately 10 to 20 students. Frequency of class will depend on public interest. Estimated classes per week is 1 to 3. Firearm competitions range from approximately 15 to 40 attendees. Estimated competition events are 3 to 4 per month and are usually held on Saturdays.

Please contact me with any questions or concerns.

Michael C. DeVoe
NRA Law Enforcement Firearms Instructor #195356100
International Association of Law Enforcement Firearms Instructors
Mobile (912) 659-0377
Conditional Use Planning Board Notes

Range Design and Standard Operating Procedures
1. Range design will be similar to a standard Law Enforcement Range.
2. Berm heights: Down Range Berms 18-20 feet in height/ 36-40 feet in width at base. Side and Entry Berms 10-12 feet in height/ 20-24 feet in width at base. The purpose of berms is to retain all projectiles within range and to mitigate sound levels.
3. To protect against unauthorized access to downrange areas while training classes are being conducted, all access roads from adjoining properties will be gated or barricaded to prevent entry. Warning signs will be posted at each location advising, Authorized Personnel Only Live Fire Range or similar language.
4. Prior to live fire, all gates and barricades will be checked to ensure they are secure and that no unauthorized persons are down range.
5. Proposed range site is approximately 300 yards from surrounding property lines.

Location and Community
1. The area where the proposed range is to be built is a typical country community. Normal activities consist of heavy equipment being operated, firearms being discharged from several private gun ranges, and small aircraft being operated from a nearby airstrip. We are not proposing to introduce any activities that are not already in existence. I’ve had a personal gun range on the 11 acres where I reside for over 10 years and have conducted pistol classes for family and friends as well as competition shoots without any complaints from neighbors.
2. I’ve contacted all the land owners who have residence within 500 yards of the area where firearms will be used. None of these land owners protested the range being built.
Southeast Firearms Training Center
1450 Arnsdorff Loop Clyo, GA 31303
Tel (912) 659-0377

Distances from residences to shooting position (Measurement Source QPublic) Sound levels were measured from 322 yards and 700 yards from proposed range sight. Note: Guns were fired into a dirt embankment with no side berms or entry berms.

Listed Closest to Most Distanced (GIS ID in red text)
1. (362-20) Carolyn DeVoe (1409 Arnsdorff Loop) - 322 yards
   Pistol 9mm-41db/ Rifle 5.56-46db
2. (362-16) Samantha Edenfield (1483 Arnsdorff Loop) - 385 yards
3. (362-17) Freddie Bland Jr. (1475 Arnsdorff Loop) - 400 yards
4. (362-21) Christopher Fudge (1391 Arnsdorff Loop) - 460 yards
5. (362-19) Michael DeVoe (1435 Arnsdorff Loop) - 470 yards
6. (362-24) Roger Livingston (655 Green Morgan Sch Rd) - 650 yards
7. (362-25) Mark Floyd (625 Green Morgan Sch Rd) - 660 yards
8. (362-22) Linda Youngblood (701 Green Morgan Sch Rd) - 685 yards
9. (363-40) Michael Dant (737 Green Morgan Sch Rd) - 696 yards
   Pistol 9mm - Not Audible/ Rifle 5.56-40db
10. (362-7) Michael Stevenson (1087 Green Morgan Sch Rd) - 714 yards
11. (362-10) Greta Coleman (789 Green Morgan Sch Rd) - 715 yards
12. (362-2) Timothy Nease (1095 Green Morgan Sch Rd) - 880 yards
13. (363-25) Russell Bravo (1111 Arnsdorff Loop) - 933 yards
15. (362-9) Gregg Trowell (1021 Green Morgan Sch Rd) - 1,000+ yards
16. Delacey Trowell Jr. (1645 Green Morgan Sch Rd) - 1.5 miles
17. Church of New Bethel (2402 Old Dixie Hwy S) - 1.5 miles
Current Private Range Since 2010
Southeast Firearms Training Center  
(graphics not to scale)

Notes:  
Back Berm Heights=18-20'  
Side Berm Heights= 10-12'  
100 Yard & 500 Yard  
Shooting Positions to Be  
Elevated.  
Pond will be less than an  
acre. Dirt will be used to  
form Berms.
I live at 1525 Green Morgan School Rd. and am writing to you regarding the application request for conditional use (Map 362 Parcel #11) located at 1450 Arnsdorf Rd.

I strongly am opposed to a Firing Range Training Center in this area for the following reasons: 1) the is a rural area with farms and is very quiet, 2) there are families with children and there are pets, 3) yes, there are hunters out here BUT are only hunting during the various hunting seasons and are controlled by our local game warden, 4) those that hunt on my property call me ahead of time and have signed a permission slip on file with the warden, 5) having persons train all the time and different times during the day/week will create a lot of noise and will be disruptive to the peace of the neighborhood.

I have trained on a firing range and that was in the middle of nowhere!!! It is very loud especially when there are multiple persons training. This is why having a firing range on this parcel is unacceptable. If you grant this, (and I have 180 acres), and I want to have a Firearms Training area, can you imagine the noise level that there would be created? This is a very peaceful, serene area that I truly enjoy with many things to enjoy, so a firing range would destroy the peace and quiet that I take pleasure in.

Therefore I am totally against the use of this parcel for a Firearms Training Center.

Thank you for your attention to my letter,
Lugenia T. Guaraldo
1525 Green Morgan School Rd., Clyo, GA

**** 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. *****
October 26, 2020

Effingham County Planning Board,

We would like to express our concern regarding the request by Michael C. DeVoe for a conditional use for (Map# 362, Parcel # 11) located at 1450 Amsdorff Loop, for the establishment of Southeast Firearms Training Center: a firearm range for training and recreational use.

We live at 790 Green Morgan School Road, Clyo, GA. We are concerned about the noise that will come from the firearm range. The area we live in is a very quiet, residential area. We moved to this area four years ago because of the family-oriented, quiet atmosphere.

Another concern is safety. Our family, including our 12 year old son, enjoys going for walks and bike rides down Green Morgan School Road and Amsdorff Loop. The intended location of this firearm range makes us concerned for our safety while outside enjoying family time. It makes us concerned for our son’s safety while outside playing in our yard or our neighbor’s yard that he often visits, whose property joins the property of the proposed firearm range.

A third concern is that such a facility in the area will cause property values to decrease due to noise and safety concerns.

We would like to request that Mr. DeVoe not receive conditional use of this property for the establishment of a firearm range due to concerns of noise and safety.

We appreciate your consideration of this matter.

Sincerely,

Adam L. Harden & Serena L.F. Harden
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 17, 2020

Item Description: Michael Devoe requests a Conditional Use to establish the Southeast Firearms Training Center - a firearms range, located at 1450 Arnsdorff Loop.

Map# 362 Parcel #11

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a conditional use to operate a firearms range.

Executive Summary/Background
- The request for a conditional use is a requirement of Appendix C, Article VII-Planning Board, Section 7.1.6 Conditional Uses.

(a) Approval of a conditional use shall not adversely affect the economic values or the physical appearance of the neighborhood or areas surrounding the site or lot in question.
(b) The physical and environmental effects of allowing the conditional use shall be considered.
(c) Buffer zones, where necessary to shield any adverse factors, shall be considered.
(d) Additional space for parking, landscaping, building, loading zones, and setback shall be considered if necessary to protect adjacent structures or lots from any adverse impact.
- The 133 acre parcel will be accessed from Arnsdorff Loop Road, a 2.34 mile county-maintained dirt road. Surrounding land uses include residential and farming.
- The applicant provided additional information at the request of staff: The gun range will offer firearm training classes and firearm competitions, which will be open to any person who can legally possess a firearm. Fees will be charged for training classes and competitions. P.O.S.T. training, taught by certified instructors, will be offered to law enforcement officers. The applicant proposes to offer the site to local law enforcement for training. Proposed hours are 9-5pm / 9am-Sunset. Future plans include a building for training classrooms and restrooms. No ammunition will be stored on site. Firearms classes of 10-20 participants will be scheduled based on interest; expect to offer 1-3 classes per week. Competition events will attract 15-40 attendees, and occur 3-4 times per month, on Saturdays.
- Berms and a shelter will be in place for safety at the firearms range and surrounding properties. The firearms range is located on an interior portion of the 133 acre parcel.
- At the October 26 Planning Board meeting, Dave Burns made a motion to deny the request for a conditional use to operate a firearms range.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request for a conditional use to operate a firearms range
2. Deny request for a conditional use to operate a firearms range

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Development Services
FUNDING: N/A
Attachments: Zoning Map Amendment

This item has been withdrawn by the applicant and will be removed from the agenda at the 11/17/20 meeting.
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 362-11
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 362-11

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH

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

WHEREAS, MICHAEL DEVOE has filed an application for a conditional use to operate a gun range; map and parcel number 362-11, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on November 17, 2020 and notice of said hearing having been published in the Effingham County Herald on October 28, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 7, 2020; and

IT IS HEREBY ORDAINED THAT a conditional use to operate a gun range; map and parcel number 362-11 located in the 3rd commissioner district, is granted.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: __________________________
FIRST/SECOND READING: _______________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Variance (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 17, 2020

Item Description: Christian Hale requests a variance from the required building setbacks, to allow for the replacement of a dwelling, located at 1173 Hwy 21 N.

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance from the required building setbacks, to allow for the replacement of a dwelling.

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.

- AR-1 setbacks are 50’ (front); 50’ (rear); 25’ (side); and 50’ (side-street). The parcel is a triangle, and the section where the home is to be replaced is ~100’ deep. The proposed setbacks are 41’ (front) and 20’ (rear).
- At the October 26 Planning Board meeting, Alan Zipperer made a motion to approve the request for a variance from the required building setbacks, to allow for the replacement of a dwelling.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request for a variance to the required building setbacks.
2. Deny request for a variance to the required building setbacks.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments:
1. Variance application
2. Ownership certificate
3. Plats
4. Aerial photograph
EFFINGHAM COUNTY
APPLICATION FOR A VARIANCE OR CONDITIONAL USE

DATE 9/22/20

APPLICANT/AGENT NAME Christian Hale
APPLICANT/AGENT EMAIL: CjHale2462@gmail.com
APPLICANT/AGENT PHONE #: 912-433-4898

PROPERTY OWNER(s):

PROPERTY OWNER PHONE #: 912-433-4898 EMAIL: CjHale2462@gmail.com

MAILING ADDRESS 1173 GA Highway 21 N Springfield GA 31329
PROPERTY LOCATION 1173 GA Highway 21N Springfield GA 31329
PHONE # 912-433-4898 EMAIL ADDRESS CjHale2462@gmail.com

MAP # 366-40 PARCEL #: 366-40
ZONING A1 ACREAGE 1

NAME OF DEVELOPMENT (IF APPLICABLE)
None personal

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

DESCRIBE THE REQUESTED VARIANCE / CONDITIONAL USE

__________________________________________________________________________
EXPLAIN WHY THE VARIANCE OR CONDITIONAL USE IS BEING REQUESTED

THE FOLLOWING ITEMS MUST BE SUBMITTED AT TIME OF APPLICATION:

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

☐ OWNERSHIP CERTIFICATE

☐ FILING FEE - $200.00

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

SIGN ___________________________ DATE 9/22/20

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

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

OFFICIAL USE ONLY

DATE RECEIVED ___________ TIME ___________ ACCEPTED BY ___________

DATE APPROVED BY COUNTY COMMISSIONERS ___________
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date \textit{September 23, 2016} on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book \textit{2870} page \textit{799-799}.

Owner’s signature

Owner’s signature \underline{\underline{\textit{\textbf{\textsc{(if applicable)}}}}}

Owner’s signature \underline{\underline{\textit{\textbf{\textsc{(if applicable)}}}}}

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: \underline{\underline{\textit{\textbf{\textsc{(if applicable)}}}}}

Address: \underline{\underline{\textit{\textbf{\textsc{(if applicable)}}}}}

Telephone #: \underline{\underline{\textit{\textbf{\textsc{(if applicable)}}}}} email: \underline{\underline{\textit{\textbf{\textsc{(if applicable)}}}}}

Personally appeared before me \underline{\underline{\textit{\textbf{\textsc{(if applicable)}}}}} who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary: \underline{\underline{\textit{\textbf{\textsc{(if applicable)}}}}} Seal

Date: \underline{\underline{\textit{\textbf{\textsc{(if applicable)}}}}}
STATE OF GEORGIA

THIS INDENTURE, made this 23rd day of August, 2016 by

Secretary of Housing and Urban Development of Washington, D.C.,

part of the first part and

CHRISTIAN JAMES HALE
part of the second part.

WITNESSETH, that the said part of the first part, for and in consideration of the sum of one dollar ($1.00), and other 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 part of the second part, and the heirs and assigns of the said parties of the second part, the following described real estate, commonly known as:

1173 Highway 21 N, Springfield, GA 31332, which is legally described as follows:

All that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing a total of 1 acre, more or less, as shown on a plat of survey prepared by D.M. Wettman, County Surveyor, recorded in the office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Book P, Page 677. Said plat is incorporated herein by specific reference for a more complete description of the property herein conveyed.

Map/Parcel No.: 03660-040-000

Tax Mailing Address: 1173 HIGHWAY 21N, SPRINGFIELD, GA 31332

BEING the same property acquired by the party of the first part pursuant to the provision of the National Housing Act, as amended (12 USA 1701 et seq.) and the Department of Housing and Urban Development Act (42 USC 3531).

TO HAVE AND TO HOLD the said property hereinafore described, with all and singular the rights, members and appurtenances thereunto appertaining, to the only property use, benefit and behalf of the said party(ies) of the second part, forever, in fee simple, and the said party of the first part specially warrants the title to the said bargained property above described against the unlawful claims of all person claiming by, through or under the party of the first part.

SUBJECT TO ALL covenants, restrictions, reservations, easements, conditions and rights appearing of record; and SUBJECT to any state of facts an accurate survey would show.

THIS DEED NOT TO BE IN EFFECT UNTIL: September 23, 2016.

IN WITNESS WHEREOF, the undersigned on this 23rd day of August, 2016, has set his/her hand and seal as Authorized Agent for the Secretary of Housing and Urban Development, under authority and by virtue of a delegation of authority published at 70 FR 43171 (July 26, 2005).

Signed, sealed and delivered in the presence of:

[Signature]

[Name]

Notary Public

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

[Signature]

[Name]

H UD's Designated Agent

Record and Return to:
McManamy Jackson, PC
The Landmark Building
6600 Abercorn St., Suite 208
Savannah, Georgia 31405
# Effingham County Development Services
## Building Inspections Division
904 North Pine Street, Springfield, GA 31329 (office)
601 North Laurel Street, Springfield, GA 31329 (mailing)
912-754-2128 (office) 912-754-2151 (fax)
buildinginspections@effinghamcounty.org

**Mobile Home Permit Application**

<table>
<thead>
<tr>
<th><strong>Shaded Area For Internal Office Use Only</strong></th>
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<tr>
<th>Date Received</th>
<th>Date Issued</th>
<th>Building Permit Number</th>
<th>Permit Fee</th>
<th>City of Guyton</th>
<th>City of Rincon</th>
<th>City of Springfield</th>
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<th>Zoning Approval</th>
<th>Engineering / Flood Plain Manager</th>
<th>Environmental Health</th>
<th>Tax Assessor</th>
<th>Tax Commissioner</th>
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<th>Value of Mobile Home</th>
<th>$</th>
<th># Bedroom</th>
<th>3</th>
<th># Bath</th>
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<th>Fleetwood Year</th>
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**Owner Information / Mobile Home Mover Information**

<table>
<thead>
<tr>
<th>Owner</th>
<th>Christian James Hale</th>
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<thead>
<tr>
<th>Mailing Address</th>
<th>1173 Hwy 21N Springfield GA. 31324</th>
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<table>
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<tr>
<th>Home Phone</th>
<th>(912) 433-4898</th>
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<th>Work Phone</th>
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<tr>
<th>Email Address</th>
<th><a href="mailto:cshale24167@gmail.com">cshale24167@gmail.com</a></th>
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<th>Dealer/Seller</th>
<th>Jessup Housing</th>
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<table>
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<tr>
<th>Mailing Address</th>
<th>106 Jims Rd. Skidaway GA. 30498</th>
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<tr>
<th>Contact Phone</th>
<th>(912) 181-9653</th>
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<th>Email Address</th>
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All provisions of building codes, zoning ordinances, or other ordinances of Effingham County and that any omission or misrepresentation of fact with or without the intention of the permit holder shall constitute sufficient ground for the revocation of any permit issued which was based on the approval of this application. The granting of a permit does not presume to give authority to violate any provision of any other state or local law regulating such construction or any alteration from this application. The permit holder will be held responsible for insuring that all permits have been obtained and that all required inspections have been made. The permit holder will be held legally liable for any violations which may occur with or without their knowledge. The permit holder may request a Certificate of Occupancy when all required inspections have been approved. As the permit holder I understand and agree and certify that I have read and examined this application and know the same to be true and correct.

**Signature of Owner, Contractor or Authorized Agent**

Name: Christian

Date: 9/14/20

□ Mobile Permit Application Completed  □ Site Plan  □ OSSMS Application Completed (must be completed if septic and drain field are located on property)
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 17, 2020
Item Description: Christian Hale requests a variance from the required building setbacks, to allow for the replacement of a dwelling, located at 1173 Hwy 21 N.

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance from the required building setbacks, to allow for the replacement of a dwelling

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.

- AR-1 setbacks are 50’ (front); 50’ (rear); 25’ (side); and 50’ (side-street). The parcel is a triangle, and the section where the home is to be replaced is ~100’ deep. The proposed setbacks are 41’ (front) and 20’ (rear).

- At the October 26 Planning Board meeting, Alan Zipperer made a motion to approve the request for a variance from the required building setbacks, to allow for the replacement of a dwelling.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request for a variance to the required building setbacks.
2. Deny request for a variance to the required building setbacks.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments: Zoning Map Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 366-40
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 366-40

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, CHRISTIAN HALE has filed an application for a variance to reduce the front and rear setback requirements; map and parcel number 366-40, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on November 17, 2020 and notice of said hearing having been published in the Effingham County Herald on October 28, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 7, 2020; and

IT IS HEREBY ORDAINED THAT a variance to reduce the front and rear setback requirements; map and parcel number 366-40, located in the 3rd commissioner district, is granted.

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: November 17, 2020

Item Description: Oleg Mitnik requests to rezone 21.96 of 27.76 total acres from B-3 to I-1 (Heavy Industrial-Junkyard) to bring current property use into zoning compliance, located at 140 Commerce Court. Map # 466C Parcels #1, 2, 3

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 21.96 of 27.76 total acres from B-3 to I-1 (Heavy Industrial) to bring current property use into zoning compliance, 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. Junkyards are regulated under Section 5.12.1B HI-Heavy Industrial Conditional Uses. The board of commissioners and planning board in reviewing the conditional use application, may consider the following factors:
  a. *The effect the proposed activity will have on traffic flow along adjoining streets*
  b. *Ingress and egress to the property;*
  c. *The number, size and types of signs proposed for the site;*
  d. *The amount and location of open space;*
  e. *Protective screening;*
  f. *Hours and manner of operation;*
  g. *Outdoor lighting; and*
  h. *Compatibility with surrounding land use.*
- At the October 26 Planning Board meeting, Peter Higgins made a motion to approve the request to rezone 21.96 of 27.76 total acres from B-3 to I-1 (Heavy Industrial) to bring current property use into zoning compliance, with conditions:
  1. The applicant shall meet the requirements of Article III, Section 3.16 Junkyards.
  2. The applicant shall provide information to comply with the requirements of Article V, Section 5.12.1B HI-Heavy industrial condition uses
  3. The operation will be an intake/export facility and will not include a "dilapidated vehicle / storage" business. Future sale of the property shall be deed-restricted from allowing a “dilapidated vehicle / storage" or demo operation.
  4. The applicant shall be required to maintain traffic control specific to the above-referenced parcels within the Park of Commerce, and to maintain the driveway into the property from damage and disrepair, in order to avoid negative impacts on other tenants’/owners’ operations in the Park of Commerce.
  5. The applicant shall install visual screening of the above-referenced property from adjacent properties. The screen shall consist of a vertical component comprising of a fence system, or appropriate vegetation, or combination of both, of sufficient height and opacity to properly shield any and all wrecked vehicles or any miscellaneous shipping materials from view outside the property. The details of screening shall be submitted to the County’s Development Services Department for review and approval prior to beginning operations at the facility.
  6. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  7. All wetland impacts shall be permitted by USACE.
- Juanita Golden seconded the motion. The motion carried unanimously.
Alternatives for Commission to Consider

1. **Approve** request to rezone 21.96 of 27.76 total acres from B-3 to I-1 (Heavy Industrial-Junkyard) to bring current property use into zoning compliance, with the following conditions:
   1. The applicant shall meet the requirements of Article III, Section 3.16 Junkyards.
   2. The applicant shall provide information to comply with the requirements of Article V, Section 5.12.1B HI-Heavy industrial condition uses
   3. The operation will be an intake/export facility and will not include a "dilapidated vehicle / storage" business. Future sale of the property shall be deed-restricted from allowing a “dilapidated vehicle / storage” or demo operation.
   4. The applicant shall be required to maintain traffic control specific to the above-referenced parcels within the Park of Commerce, and to maintain the driveway into the property from damage and disrepair, in order to avoid negative impacts on other tenants' owners' operations in the Park of Commerce.
   5. The applicant shall install visual screening of the above-referenced property from adjacent properties. The screen shall consist of a vertical component comprising of a fence system, or appropriate vegetation, or combination of both, of sufficient height and opacity to properly shield any and all wrecked vehicles or any miscellaneous shipping materials from view outside the property. The details of screening shall be submitted to the County’s Development Services Department for review and approval prior to beginning operations at the facility.
   6. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   7. All wetland impacts shall be permitted by USACE.

2. **Deny** the request to rezone 21.96 of 27.76 total acres from B-3 to I-1 (Heavy Industrial-Junkyard).

**Recommended Alternative:** 1

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:**
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Deed
4. Plat
5. Aerial Photograph
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent Oleg Mitnik ___________________________ Date 09/14/2020

Applicant email address olegm@usatrt.com __________ Phone # 973-344-7100 ext. 203

Property owner(s) TRT International LTD ___________ email olegm@usatrt.com

Telephone Number ( 973 ) 344-7100 ext. 203

Mailing Address 25 Port Street Newark, NJ 07114

Property location 140 Commerce Court

Present zoning B-3

Proposed zoning I-1 (Heavy Industrial uses 'junkyard' conditional use

Present land-use Used, wrecked car, storage, and exportation

Proposed land-use Used, wrecked car, storage, and exportation

Tax Map # ______________ Parcel # 466C-1, 466C-2, & 466C-3

Total Acres 27.76 ______________ Acres to be rezoned 21.96

Lot characteristics Existing business with various buildings and mobile offices, car storage

Water X Public __________ Private Sewer X Public __________ Private

Proposed access Existing public right-of-way (Commerce Court)

Justification Comply with County Ordinance

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

North I-1

South B-3

East B-3 (not in park)

West B-3 (not in park Across Hwy. 21)
1. Describe the current use of the property you wish to rezone.
   Current business operations involving used, wrecked cars other exportation and storage.

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 business with the same use.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   There are three other businesses within the park that deal with used and wrecked cars.

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?
   There are similar operations on nearby properties, and Industrial zoning within the park.

6. Will the proposed zoning change result in use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   No
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 08/07/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2613 page 930-934.

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

Owner's signature
Print OLEE MITRA

Sworn and subscribed before me this 24th day of September, 2020
Notary Public, State of Georgia

MAX POLOUKHIN
ID # 50034780
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires March 21, 2021
STATE OF GEORGIA
COUNTY OF EFFINGHAM

LIMITED WARRANTY DEED

THIS INDENTURE, made this 6th day of August, 2020, between 140 COMMERCE, LLC, as party of the first part, hereinafter called Grantor, and SAV COMMERCE PROPERTIES, LLC, as party of the second part, hereinafter called Grantee (the words “Grantor” and “Grantee” to include their respective heirs, successors and assigns wherever the context requires or permits),

WITNESSETH:

WHEREAS, that Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) DOLLARS and other good and valuable consideration in hand paid and delivered to the Grantor, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed. and by these presents does grant, bargain, sell, convey and confirm unto Grantee, the following described property, to-wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia and being 6.00 acres, more or less, known as Lot 1, Effingham Park of Commerce, as shown and particularly described on that plat or map made by Michael A. Huesey, R.L.S. #2309, dated July 3, 2000, recorded in Plat Cabinet B, Slide 102-B, in the office of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat which is specifically incorporated herein and made a part hereof.

INCLUDED HEREBY IS ONE 2000 Fleetwood Mobile Home bearing Serial Number 6AFLY75A71586CD21 and 6AFLY75B71586CD31. (No warranties provided with regard to such mobile home).

ALSO, ALL that certain lot, tract, or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing 4.35 acres uplands, 1.65 acres wetlands buffer and 9.52 acres wetlands, more or less, and being known as Lot 2, Effingham Park of Commerce Subdivision, as shown and more particularly described on plat or map made by Charles W. Turpin, Jr., R.L.S. #2345, dated February 24, 2006, recorded in Plat Cabinet C, Slide 112-F, in the office of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description, reference is hereby made to the aforesaid plat which is specifically incorporated herein and made a part hereof.

This being the same property conveyed by Warranty Deed from Effingham Park of Commerce, LLC to D&R Housing, LLC, dated March 1, 2006, recorded in Deed book 1416, page 212, reference said records.

AND, ALSO, ALL that certain lot, tract, or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as Lot 3, Effingham Park of Commerce, as shown and more particularly described on that plat or map made by Leon A. Zipperer, Jr., R.L.S. #2373, dated July 16, 2004, recorded in Plat Cabinet C, Slide 50-C2, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat which is specifically incorporated herein and made a part hereof.
This being the property conveyed by Warranty Deed from Master Dell Provisions, Inc. to D&R Hoising, LLC, dated June 29, 2006, recorded in Deed Book 1479, page 58, Effingham County records.

The foregoing Lots 1, 2, and 3 being the same property described and conveyed to 140 Commerce, LLC by Limited Warranty Deed recorded at Deed Book 2024, page 131, Effingham County, Georgia records.

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 behoove of the said Grantee forever in PB SIMPLE. Grantor expressly covenants that Grantor is seised 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, charged, impaired or defeated and that the Grantor will forever WARRANT and DEFEND the said premises against the lawful claims of all persons owning, holding or claiming by, through or under the said Grantor, subject to the permitted exceptions listed on Exhibit "A" attached hereto and incorporated herein by reference.

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:

140 COMMERCE, LLC

By: Raymond J. Demott, Member

Witness:

Notary Public
My commission expires: 11-8-2012

File No: 20553107
EXHIBIT "A"
PERMITTED TITLE EXCEPTIONS

1. Restrictive Covenant published by Ellingham Park of Commerce, dated March 29, 1995,
relying unilaterally, recorded in the office of the Clerk of Superior Court of Ellingham County,
Georgia, in Deed Book 572, page 97.

   NOTE: This exception excludes any covenant, condition or restriction based on race, color,
   religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604,
   enacted and to the extent that the covenant (a) is not in violation of state or federal law, (b)
   is exempt under 42 U.S.C. Section 3607, (c) relates to a handicap, but does not discriminate
   against handicapped people.

2. Declaration of Restrictions for Ellingham Park of Commerce, published by
Ellingham Park of Commerce, LLC, dated September 6, 2000, recorded in Deed Book 469, page
353, aforesaid records, as amended by that certain First Amendment to Declaration of Restrictions
for Ellingham Park of Commerce, dated January 14, 2003, recorded in Deed Book 1235, page 295,
aforesaid records.

   NOTE: This exception excludes any covenant, condition or restriction based on race, color,
   religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604,
   enacted and to the extent that the covenant (a) is not in violation of state or federal law, (b)
   is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate
   against handicapped people.

3. Easement to Savannah Electric and Power Company recorded in Deed Book 95, page
514, Deed Book 101, page 134, Deed Book 164, page 465, Deed Book 133, page 263, Deed
Book 131, page 493, Deed Book 264, page 570, Deed Book 283, page 440, and Deed Book 666,
page 466, aforesaid records.

4. Right of Way Deed from G.O. Bailey to the State Highway Department of Georgia,
dated May 21, 1941, recorded in Deed Book 98, page 566, aforesaid records.

5. Right of Way Deeded from G.O. Bailey to the Highway Department of Georgia, dated
June 11, 1946, recorded in Deed Book 98, page 567, aforesaid records.

6. Right of Way Easement from G.O. Bailey to the Mayor and Aldermen of the City of
Savannah, dated July 16, 1946, recorded in Deed Book 93, page 388, aforesaid records.

7. Deed of Transportation Right of Way Deed from Georgia Coastal Highway, Inc. to the
Department of Transportation, dated May 6, 1947, recorded in Deed Book 244, page 370,
aforesaid records.

9. SCP Pipeline, Inc. Natural Gas and Utility Easement from Billingham Park of Commerce, LLC to SCP Pipeline, Inc., a South Carolina corporation, dated November 19, 2001, recorded in Deed Book 634, page 435, atf and records.

10. Water and Easement Agreement from Billingham Park of Commerce, LLC, a Georgia limited liability company, to Coastal Water & Wastewater Company, LLC, a Georgia limited liability company, dated February 11, 1999, recorded in Deed Book 1066, page 238, atf and records.

11. Buffini and Company for Condemnation and Order of Judgment of the Debt between Coastal Water Company, as Plaintiff/Petitioner and Condemnee, and Billingham Park of Commerce, LLC, the Winder Finance Building, 1600 West Parkway, 7th Floor, PB Presentment 18, Carrolton, Georgia, as Defendant/Respondent and Condemnors, dated July 10, 2006, recorded in Deed Book 1693, page 192, atf and records.

12. Targeted Utility Easements from Billingham Park of Commerce, LLC to the Billingham County Board of Commissioners, dated November 16, 2006, recorded in Deed Book 1291, page 16; Deed Book 1311, page 116, atf and records.

13. Right of Way Deed from John J. Parson, III, Philip M. Hedl, and James H. Smith, Sr., to the Billingham County Board of Commissioners, dated August 7, 2007, recorded in Deed Book 1659, page 607, atf and records.


AS TO LOT 1 ONLY

17. All parcels disclosed, if any, on the certain map or plat entitled "Subdivision of the
Former L.t. Richard Tract 2, 28th GM, District, Bibb County, Georgia", dated July 5, 2000,
recorded in Plat Cabinet B, Slide 102-B,第八卷 recorded.

AS TO LOT 2 ONLY

18. All parcels disclosed on the certain map or plat entitled "Plat of Lot 2 Bibb County
Subdivision Subdivision", 28th GM, District, Bibb County, Georgia", prepared for D & R
Trading, LLC, dated February 24, 2006, recorded in Plat Cabinet D, Slide 110-A, including
but not limited to the following:
(a) A 133 foot SBPOU setbacks located in the southwest corner of the subject
property; and
(b) Delimited setbacks defining the subject property.

AS TO LOT 3 ONLY

19. All parcels disclosed on the certain map or plat entitled "Plat of Lot 3 and 4 Bibb
County Subdivision" surveyed for Metro Bell Properties, Inc., dated July 16, 2001, recorded
in Plat Cabinet C, Slide 500-C, including, but not limited to, the following:
(a) A 133 foot SBPOU setbacks defining the subject property; and
(b) Delimited setbacks defining the subject property.
3.16 - Junk yards.

3.16.1 All junk yards shall be completely screened from roads or developed areas with a solid fence or wall a minimum of seven feet, maintained in good condition as determined by the governing authority, and painted except for masonry construction, or with suitable evergreen plantings. Refer to section 3.4 for additional requirements.

3.16.2 No operations shall be conducted which shall cause a general nuisance or endanger the public health.

3.16.3 All existing junk yards shall comply with these requirements within one year of the date of this ordinance, or shall then terminate their operation.

3.16.4 Wrecked automobiles shall be stored in an orderly manner with an adequate area for maneuvering provided within the property boundaries. All loading and unloading shall occur within the property boundaries and no trucks delivering or picking up the wrecked automobiles shall park in the public road or public road rights-of-way. Under no circumstances may wrecked automobiles be stacked and at no time may any storage yard contain more than 50 wrecked automobiles. Further, all wrecked automobiles shall be free of all motor fuels and fluids including, but not limited to, gasoline, diesel fuel, oil, brake fluid, engine coolant and transmission fluids.

(Ord. of 11-5-19)
5.12.1B HI-Heavy industrial conditional uses.

The following uses may be permitted on a conditional basis upon approval of the board of commissioners after review by the planning board.

1. **Junkyards.** The board of commissioners and planning board in reviewing the conditional use application, may consider the following factors:
   a. The effect the proposed activity will have on traffic flow along adjoining streets;
   b. Ingress and egress to the property;
   c. The number, size and types of signs proposed for the site;
   d. The amount and location of open space;
   e. Protective screening;
   f. Hours and manner of operation;
   g. Outdoor lighting; and
   h. Compatibility with surrounding land use.

5.12.2 All proposed uses not listed within section 5.12.1 are subject to review and approval by the planning board and board of commissioners in accordance with the following procedures:

5.12.2.1 **Submission of plans.** The owner of a tract of land zoned for industrial use shall submit to the planning board and board of commissioners for its review a plan for the use and development of such tract of land. It shall then be the duty of the planning board and board of commissioners to investigate and ascertain whether the proposed activity complies with all the provisions of this chapter which pertain to I districts. The board of commissioners may determine that a proposed activity is similar to those uses listed within section 5.12.1 or that the use is not similar. If the proposed activity is considered to be a similar use, said activity may be permitted by right. If the proposed activity is not similar to those uses listed within section 5.12.1, the use shall be subject to the approval of the county commission after review and recommendation by the planning board, subject to such conditions deemed necessary and appropriate by the board to protect the public health, safety, and welfare of the citizens of Effingham County and to promote the purposes of this chapter. The planning board and board of commissioners may employ experts in specific fields as needed, and as funds are available, to determine whether a proposed use meets the required performance standards.

5.12.2.2 **Submission requirements.** Design and operation plans shall be submitted to the zoning administrator and consist of at least the following:

1. Name, address, and telephone number of petitioner, architect, surveyor, engineer of designer.
2. Names and addresses of all property owners of the site.
4. Site plan to include the following:
   a. Location and dimensions of existing and/or proposed structures with the type of usage designated.
   b. Proposed and existing access and egress.
   c. Proposed and existing right-of-ways.
   d. Proposed and existing easements.
   e. Proposed and existing water, sewer, and storm-water facilities.
   f. Proposed and existing buffers.
   g. Setbacks.
   h. Streams, lakes, and jurisdictional wetland areas.
   i. Proposed waste treatment/handling facilities.
j. Proposed parking.
k. Proposed outdoor lighting and signage.
l. Proposed hours of operation.
m. Traffic study.

n. Where the noise generated by the proposed development is expected to exceed 55 dB(A) at any point along the property line, the developer shall provide a detailed proposal for noise-reduction measures and shall depict said improvements on all site plans.

5. Written report outlining the industrial operation, schedule of development, and listing the toxic and/or hazardous materials regulated by local, state, or federal regulations, including disposal/handling plans of said materials.

5.12.3 Referral and authorization. A written report of its findings shall be furnished by the planning board to the county commissioners. The planning board may suggest disapproval, recommend the plan as submitted, or may modify, alter, adjust, or amend the plan before recommendation, and in recommending it, may propose the prescribing of other conditions. The report of the planning board to the county commission shall include a finding as to whether the proposed use is consistent with the provisions and requirements of the zoning ordinance. If the county commissioners find that the proposed use is consistent with the purpose of the zoning ordinance to promote the public health, safety, and general welfare, it may approve the rezoning.

5.12.4 Performance standards. All industrial uses must conform to the following performance standards:

5.12.4.1 Smoke. The emission from any air contaminant source the opacity of which is equal to or greater than 40 percent shall not be permitted. Furthermore, from fuel-burning equipment, visible emissions the opacity of which is equal to or greater than 20 percent, except for one six-minute period per hour of not more than 27 percent opacity, shall not be permitted. Any operation, process, handling, transportation, or storage facility which may result in fugitive dust shall take all reasonable precautions to prevent such dust from becoming airborne. The percent opacity from any fugitive dust source shall not equal or exceed 20 percent. "Opacity" means the degree to which emissions reduce the transmission of light and obscure the view of an object in the background, and is expressed in terms of percent opacity. The measurement of percent opacity does not include the measurement of the obscuration of view due to uncombined water droplets. Any determination of the percent opacity shall be made by the arithmetic average of six minutes of data.

Any visual observation or determination of opacity taken for the purpose of determining compliance with any requirement of this standard shall be made by personnel certified according to procedures established for such certification by the Georgia EPD or by US EPA to make such observation or determination.

5.12.4.2 Odor. Any process which may involve the creation or emission of any odors shall be provided with a secondary safeguard system, so that control will be maintained if the primary safeguard system should fail. There is hereby established as a guide in determining such quantities of offensive odors Table 3 (Odor Thresholds) in Chapter 5, Air Pollution Abatement Manual, copyright 1951, by Manufacturing Chemists Association, Inc., Washington, D.C. Where said publication gives range of figures a simple average of these shall be used.

5.12.4.3 Toxic gases. The emission of gases or fumes injurious to persons or property beyond the lot lines occupied by the use is prohibited.

5.12.4.4 Glare and heat. Glare and heat from arc welding, acetylene torch cutting, or similar processes shall be performed so as not to produce glare which is visible, or objectionable heat beyond the property line of the lot on which the operation is located. Direct glare from incandescent exposed lights shall not be visible from adjoining streets or properties. All lighting shall be downward facing and shielded.

5.12.4.5 Wastewater. No discharge is permitted at any point in any private sewage disposal system or stream or into the ground of any materials in such a way or of such nature or temperature as could contaminate any water supply, or otherwise cause the emission of dangerous
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 (Oleg Mitnik Map# 466C Parcels # 1, 2, & 3) from B-3 to I-1 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – October 26, 2020
EFFINGHAM COUNTY REZONING CHECKLIST

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

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The Effingham County Planning Commission recommends:

<table>
<thead>
<tr>
<th>APPROVAL _____</th>
<th>DISAPPROVAL _____</th>
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</thead>
</table>

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Planning Board Meeting – October 26, 2020
EFFINGHAM COUNTY REZONING CHECKLIST

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APPROVAL  c  DISAPPROVAL

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EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL   DISAPPROVAL

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

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Planning Board Meeting – October 26, 2020

[Signature]
EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL □

□ DISAPPROVAL

Of the rezoning request by applicant (Oleg Mitnik Map# 466C Parcels # 1, 2, & 3) from B-3 to I-1 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?
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department Development Services
Meeting Date: November 17, 2020

Item Description: Oleg Mitnik requests to rezone 21.96 of 27.76 total acres from B-3 to I-1 (Heavy Industrial-Junkyard) to bring current property use into zoning compliance, located at 140 Commerce Court. Map # 466C Parcels #1, 2, 3

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 21.96 of 27.76 total acres from B-3 to I-1 (Heavy Industrial) to bring current property use into zoning compliance, 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. Junkyards are regulated under Section 5.12.1B HI-Heavy Industrial Conditional Uses. The board of commissioners and planning board in reviewing the conditional use application, may consider the following factors:
  a. The effect the proposed activity will have on traffic flow along adjoining streets
  b. Ingress and egress to the property;
  c. The number, size and types of signs proposed for the site;
  d. The amount and location of open space;
  e. Protective screening;
  f. Hours and manner of operation;
  g. Outdoor lighting; and
  h. Compatibility with surrounding land use.

- At the October 26 Planning Board meeting, Peter Higgins made a motion to approve the request to rezone 21.96 of 27.76 total acres from B-3 to I-1 (Heavy Industrial) to bring current property use into zoning compliance, with conditions:
  1. The applicant shall meet the requirements of Article III, Section 3.16 Junkyards.
  2. The applicant shall provide information to comply with the requirements of Article V, Section 5.12.1B HI-Heavy industrial condition uses
  3. The operation will be an intake/export facility and will not include a "dilapidated vehicle / storage" business. Future sale of the property shall be deed-restricted from allowing a "dilapidated vehicle / storage" or demo operation.
  4. The applicant shall be required to maintain traffic control specific to the above-referenced parcels within the Park of Commerce, and to maintain the driveway into the property from damage and disrepair, in order to avoid negative impacts on other tenants’/owners’ operations in the Park of Commerce.
  5. The applicant shall install visual screening of the above-referenced property from adjacent properties. The screen shall consist of a vertical component comprising of a fence system, or appropriate vegetation, or combination of both, of sufficient height and opacity to properly shield any and all wrecked vehicles or any miscellaneous shipping materials from view outside the property. The details of screening shall be submitted to the County’s Development Services Department for review and approval prior to beginning operations at the facility.
  6. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  7. All wetland impacts shall be permitted by USACE.

- Juanita Golden seconded the motion. The motion carried unanimously.
Alternatives for Commission to Consider

1. **Approve** request to rezone 21.96 of 27.76 total acres from B-3 to I-1 (Heavy Industrial-Junkyard) to bring current property use into zoning compliance, with the following conditions:
   
   1. The applicant shall meet the requirements of Article III, Section 3.16 Junkyards.
   2. The applicant shall provide information to comply with the requirements of Article V, Section 5.12.1B HI-Heavy industrial condition uses
   3. The operation will be an intake/export facility and will not include a "dilapidated vehicle / storage" business. Future sale of the property shall be deed-restricted from allowing a "dilapidated vehicle / storage" or demo operation.
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   6. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   7. All wetland impacts shall be permitted by USACE.

2. **Deny** the request to rezone 21.96 of 27.76 total acres from B-3 to I-1 (Heavy Industrial-Junkyard).

**Recommended Alternative:** 1  
**Other Alternatives:** 2  

**Department Review:** Development Services  
**Funding:** N/A  
**Attachments:** Zoning Map Amendment
STATE OF GEORGIA

EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 466C-1,2,3
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 466C-1,2,3

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, OLEG MITNICK has filed an application to rezone twenty-one and ninety-six hundredths (21.96) +/- acres; from B-3 to I-1; map and parcel number 466C-1,2,3 located in the 5th commissioner district, and

WHEREAS, a public hearing was held on November 17, 2020 and notice of said hearing having been published in the Effingham County Herald on October 28, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 7, 2020; and

IT IS HEREBY ORDAINED THAT twenty-one and ninety-six hundredths (21.96) +/- acres; map and parcel number 466C-1,2,3 located in the 5th commissioner district is rezoned from B-3 to I-1 with the following stipulations:

1. The applicant shall meet the requirements of Article III, Section 3.16 Junkyards.
2. The applicant shall provide information to comply with the requirements of Article V, Section 5.12.1B HI-Heavy industrial condition uses
3. The operation will be an intake/export facility and will not include a” dilapidated vehicle / storage” business.
4. The applicant shall be required to maintain traffic control specific to the above-referenced parcels within the Park of Commerce, and to maintain the driveway into the property from damage and disrepair, in order to avoid negative impacts on other tenants’/owners’ operations in the Park of Commerce.
5. The applicant shall install visual screening of the above-referenced property from adjacent properties. The screen shall consist of a vertical component comprising of a fence system, or appropriate vegetation, or combination of both, of sufficient height and opacity to properly shield any and all wrecked vehicles or any miscellaneous shipping materials from view outside the property. The details of screening shall be submitted to the County’s Development Services Department for review and approval prior to beginning operations at the facility.
6. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
7. All wetland impacts shall be permitted by USACE.

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

This ______ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
WESLEY M. CORBITT, CHAIRMAN

ATTEST: __________________________
FIRST/SECOND READING: __________

STEPHANIE D. JOHNSON
COUNTY CLERK
Staff Report

Subject: Variance (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 17, 2020

Item Description: Thomas Amacher requests a variance from the requirement that an accessory building be located in the side or rear yard, located at 180 Grace Lane.

Map# 475 Parcel #18

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance from the requirement that an accessory building be located in the side or rear yard.

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

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

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

- AR-2 setbacks for a primary structure are 50' (front) and 25' (rear). The parcel is a triangle, and the residence is placed more than 100' from the front property line. There is no room to locate the accessory building on the side or rear yard. Other homes on Grace Lane have a similar setback.

- At the October 26 Planning Board meeting, Peter Higgins made a motion to approve the request for a variance from the requirement that an accessory building be located in the side or rear yard. Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request for a variance from the requirement that an accessory building be located in the side or rear yard.
2. Deny request for a variance from the requirement that an accessory building be located in the side or rear yard.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

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

DATE 9-22-2020

APPLICANT/AGENT NAME: THOMAS AMACHER
APPLICANT/AGENT EMAIL: tamacher1@yahoo.com
APPLICANT/AGENT PHONE #: 912-657-7887

PROPERTY OWNER(s): THOMAS & LISA AMACHER
PROPERTY OWNER PHONE #: 912-657-7887

MAILING ADDRESS 180 GRACE LN. RINCON GA 31326
PROPERTY LOCATION 180 GRACE LN. RINCON GA 31326

PHONE # 912-657-7887 EMAIL ADDRESS tamacher1@yahoo.com

MAP # 475 PARCEL # 18

ZONING AR-2 ACREAGE 1

NAME OF DEVELOPMENT (IF APPLICABLE) N/A

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

ACCESSORY BUILDINGS

DESCRIBE THE REQUESTED VARIANCE / CONDITIONAL USE

ACCESSORY BUILDING IN FRONT YARD
EXPLAIN WHY THE VARIANCE OR CONDITIONAL USE IS BEING REQUESTED
HOUSE IS SET AT REAR OF PROPERTY AND TRIANGULAR PROPERTY SHAPE DOESN'T ALLOW FOR ANOTHER LOCATION

THE FOLLOWING ITEMS MUST BE SUBMITTED AT TIME OF APPLICATION:

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

☐ OWNERSHIP CERTIFICATE

☐ FILING FEE - $200.00

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

SIGN ___________________ DATE 9-22-2020

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

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

OFFICIAL USE ONLY

DATE RECEIVED ___________ TIME ___________ ACCEPTED BY ___________

DATE APPROVED BY COUNTY COMMISSIONERS ___________
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book page 2014-201.

Owner's signature

Owner's signature (if applicable)

Owner's signature (if applicable)

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

AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent:

Address:

Telephone #: email:

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

Notary: Seal

Date:
STATE OF GEORGIA

COUNTY OF EFFINGHAM

LIMITED WARRANTY DEED
(WITH RIGHT OF SURVIVORSHIP)

THIS INDENTURE is made this 8th day of March, 2019, by and between GREGORY A. LAURENCE and DENA M. LAURENCE, ("Grantor") and LISA TOMASELLO AMACHER and THOMAS MICHAEL AMACHER ("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 Effingham County, Georgia, designated 1.00 acre, on a plat by Paul D. Wilder, R.L.S., dated August 15, 1986, recorded in Plat Book 21, Page 101, in the Office of the Clerk of the Superior Court of Effingham County, Georgia.

Said property having an address of 180 Grace Ln, Rincon, GA 31326, and a property tax number of 04750018.

This being the same property conveyed to Gregory A. Laurence and Dena M. Laurence by Warranty Deed from Shawn D. Rowand, dated November 27, 2007, and recorded in Deed Book 1706, Page 157, 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:

Witness

Notary Public
My Commission Expires: 04/29/2003
[notarial seal]

Dena M. Laurence
Gregory A. Laurence

(seal)
September 22, 2020

To Whom it May Concern,

We are the homeowners at 193 Grace Lane, Rincon Ga. The proposed pole barn at 180 Grace Lane, Rincon, Ga. is in clear view of our living room window. The pole barn would be located closer to the front property line than their house. Thomas and Lisa Amacher's pole barn location is acceptable to us and we have no objections to their plans.

If you have any questions, please feel free to contact us.

Regards,

Tim Terrell and Janna Terrell
912-777-8103
DATE: 9/13/20

EFFINGHAM COUNTY
DEPARTMENT OF INSPECTIONS

CALL 24 Hours in advance for inspections 754-2128

Notes:

Foundation walls must meet the 50 foot setback. This can not be posed must be moved away from the face line.

Grace Lo

DISAPPROVED

APPROVED

(Will check at next inspection)
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 17, 2020
Item Description: Thomas Amacher requests a variance from the requirement that an accessory building be located in the side or rear yard, located at 180 Grace Lane.

Map# 475 Parcel #18

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance from the requirement that an accessory building be located in the side or rear yard.

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.
- AR-2 setbacks for a primary structure are 50’ (front) and 25’ (rear). The parcel is a triangle, and the residence is placed more than 100’ from the front property line. There is no room to locate the accessory building on the side or rear yard. Other homes on Grace Lane have a similar setback.
- At the October 26 Planning Board meeting, Peter Higgins made a motion to approve the request for a variance from the requirement that an accessory building be located in the side or rear yard. Other homes on Grace Lane have a similar setback.
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request for a variance from the requirement that an accessory building be located in the side or rear yard.
2. Deny request for a variance from the requirement that an accessory building be located in the side or rear yard.

Recommended Alternative: 1      Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:
1. Zoning Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 475-18
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 475-18
AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, THOMAS AMACHER has filed an application for a variance from the requirement that an accessory building be located in the side or rear yard; map and parcel number 475-18, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on November 17, 2020 and notice of said hearing having been published in the Effingham County Herald on October 28, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 7, 2020; and

IT IS HEREBY ORDAINED THAT a variance from the requirement that an accessory building be located in the side or rear yard; map and parcel number 475-18, located in the 5th commissioner district, is granted.

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