1. January 4, 2022 Meeting Agenda
   
   Documents:
   
   01042022 BOC MEETING AGENDA.PDF

1.I. January 4, 2022 Final Agenda
   
   Documents:
   
   01042022 AGENDA_FINAL.PDF

2. January 4, 2022 Agenda Material
   
   Documents:
   
   01042022 AGENDA PACKET.PDF
The Georgia Conflict of Interest in Zoning Action Statue (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

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

**PLEASE TURN OFF YOUR CELL PHONE**

**Agenda**

**Virtual Meeting Information:**

Zoom link: https://zoom.us/meeting/88387585556#:~:text=https%3A//us06web.zoom.us/j/88387585556%3Fpwd%3DbDhncFEvSIMwdmN2VW9NWUR5OHduQT09

Phone Number: 1-929-436-2866

Meeting ID: 883 8758 5556

Access Code: 645218

I. **Call to Order**
II. **Roll Call**
III. **Invocation**
IV. **Pledge to the American Flag**
V. **Election of Vice Chair**
VI. **Agenda Approval** - Consideration of a resolution to approve the agenda.
VII. **Minutes** - Consideration to approve the December 7, 2021 regular commission meeting minutes
VIII. **Public Comments** - Comments shall pertain to agenda items only. Prior to speaking please sound your full name clearly into the microphone
IX. **Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website
X. **Consent Agenda**

1. **[2022-001 Agreement]** Consideration to ratify the approval of the Probation Services agreement with the City of Guyton
2. **[2022-002 Agreement]** Consideration to ratify the approval of the Probation Services agreement with the City of Springfield
3. **[2022-003 Agreement]** Consideration to ratify the approval of the Probation Services agreement with State Court
4. **[2022-004 Agreement]** Consideration to ratify the approval of the Probation Services agreement with Superior Court

XI. **Recognition** - Evan Zeigler, BSA Eagle Scout Candidate

1. Local Eagle Scout Candidate Evan Zeigler has chosen to donate park benches to the County and local churches.

XII. **Old Business**

1. **[2021-642 Ordinance] Teresa Concannon**
   Consideration to approve the Second Reading of an ordinance to amend Appendix C, Article V – Uses Permitted in Districts, Section 5.15 PD – Planned Development District (1st reading approved 12/07/2021)
2. **[2021-650 Second Reading] Teresa Concannon**
   Consideration to approve the Second Reading of an application by Alec Metzger as Agent for Randy Hadden, Jeremy Nease, & Chuck Hildebrandt to rezone 52.84 acres from AR-1 to B-3 to allow for the development of a container storage facility & freight terminal. Located at 2361 Hwy 80. Map# 354 Parcel# 21 in the First District (postponed from the 12/7/2021 meeting)

XIII. **New Business**

1. **[2022-005 Quote] Alison Bruton**
   Consideration to ratify approval of Quote #1619295 from Motorola Solutions for the purchase of five (5) radios and appropriate equipment for new ambulances for EMS
2. **[2022-006 Agreement] Alison Bruton**
   Consideration to approve a Letter of Intent for the Lease Agreement for 204 Franklin Street between Effingham County Board of Commissioners and the State Properties Commission for use by Department of Human Services - Department of Family and Children Services, Lease #3362
3. **[2022-007 Agreement] Alison Bruton**
   Consideration to ratify approval of updates to the Enterprise Vehicle Orders for multiple departments
4. **[2022-008 Agreement] Alison Bruton**
   Consideration to ratify approval for the order of additional finishing options to the Admin copier and lease of a new copier for HR from Ricoh for the new Administration Complex
5. **[2022-009 Resolution]** *Alison Bruton*
   Consideration to approve Resolution# 022-001 for Surplus of various items

6. **[2022-010 Agreement]** *Alison Bruton*
   Consideration to approve an Agreement with i3 Verticals, LLC (dba CJT Software) for a new software program for Effingham County Probate Court

7. **[2022-011 Job Description]** *Tim Callanan*
   Consideration to approve a Job Description for Director of Development Services

8. **[2022-012 Resolution]** *Mark Barnes*
   Consideration to approve Resolution# 022-002 to amend the 2021-2022 Fiscal Budget

9. **[2022-013 Application]** *Mark Barnes*
   Consideration to approve to submit a Grant Application to the Georgia Emergency Management Agency (GEMA) Local Emergency Management Performance Grants Program

10. **[2022-014 Intent of Closure]** *Eric Larson*
    Consideration to approve notification of intent of a railroad crossing closure at DeWitt Road and seek public input

11. **[2022-015 Resolution]** *Eric Larson*
    Consideration approve an addendum to Resolution# 021-048 to extend a moratorium on rezoning for multifamily housing and R-6 single family residential development, for a period of thirty (30) days

12. **[2022-016 Payment]** *Eric Larson*
    Consideration to approve funding and payment to Clover Point Development, LLC. for reimbursement for the design and construction of a sanitary sewer lift station at New Haven at Belmont Glen

13. **[2022-017 Change Order]** *Eric Larson*
    Consideration to approve Change Order# 3 with Rain-N-Shine Irrigation LLC for McCall Park

14. **[2022-018 Contract]** *Eric Larson*
    Consideration to ratify approval of a Contract with Roberts Civil Engineering to provide Phase 1 engineering services for the Local Maintenance Improvement Grant (LMIG) for the 2022 application to Georgia Department of Transportation

15. **[2022-19 Contract]** *Eric Larson*
    Consideration to approve a Contract with Roberts Civil Engineering for Local Maintenance Improvement Grant (LMIG) projects for Phase 2 for the 2022 year

16. **[2022-020 Meeting]** *Stephanie Johnson*
    Consideration to approve to cancel the February 1, 2022 Board of Commissioners meeting
XIV. Reports from Commissioners & Administrative Staff

1. Information on revisions to R-3, R-6, B-1, B-2, and B-3 zoning districts.

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

XVI. Executive Session Minutes - Consideration to approve the December 7, 2021 executive session minutes

XVII. Planning Board - 6:00 pm

1. [2022-021 Sketch Plan] Teresa Concannon
   The Planning Board recommends approving an application by MLRE Partners Land Company, Inc. for a Sketch Plan for “Pine Grove”, a 141-unit residential development on 16.95 acres located on Hwy 30, zoned R-3. Map# 376 Parcel# 16 in the First District

2. [2022-022 Public Hearing] Teresa Concannon
   The Planning Board recommends approving an application by Drayton – Parker Companies, LLC as agent for Ernest C. Slater to rezone 4.67 acres located between US Hwy 80 & GA Hwy 17 S from AR-1 to B-3 to allow for the development of a convenience store and fueling station. Map# 378 Parcel# 41 in the First District

3. [2022-023 Second Reading] Teresa Concannon
   Consideration to approve the Second Reading of an application by Drayton – Parker Companies, LLC as agent for Ernest C. Slater requests to rezone 4.67 acres located between US Hwy 80 & GA Hwy 17 S from AR-1 to B-3 to allow for the development of a convenience store and fueling station Map# 378 Parcel# 41 in the First District

4. [2022-024 Public Hearing] Teresa Concannon
   The Planning Board recommends approving an application by Ramon & Casandra Polanco to rezone 10 acres located at 1379 Low Ground Road from AR-1 to AR-2 to allow for future subdivision, creating residential lots under 5 acres Map# 393 Parcel# 22 in the Second District

5. [2022-025 Second Reading] Teresa Concannon
   Consideration to approve the Second Reading of an application by Ramon & Casandra Polanco to rezone 10 acres located at 1379 Low Ground Road from AR-1 to AR-2 to allow for future subdivision, creating residential lots under 5 acres. Map# 393 Parcel# 22 in the Second District

6. [2022-026 Public Hearing] Teresa Concannon
   The Planning Board recommends approving an application by Donnie Nease to rezone 2.56 acres located at 285 Hodgeville Road from AR-1 to AR-2, to allow for an adjustment to property lines Map# 415 Parcel# 23 in the Second District

7. [2022-027 Second Reading] Teresa Concannon
   Consideration to approve the Second Reading of an application by Donnie Nease to rezone 2.56 acres from AR-1 to AR-2, to allow for an adjustment to property lines. Located at 285 Hodgeville Road. Map# 415 Parcel# 23 in the Second District
8. [2022-028 Public Hearing] Teresa Concannon
   The Planning Board recommends approving an application by Dennis L. Hammock as agent for William Jenkins to rezone 2 of 8.5 acres located at 1510 Goshen Road from AR-1 to AR-2, to allow for the separation of a home site Map# 434 Parcel# 3 in the Second District

9. [2022-029 Second Reading]
   Consideration to approve the Second Reading of an application by Dennis L. Hammock as agent for William Jenkins to rezone 2 of 8.5 acres located at 1510 Goshen Road from AR-1 to AR-2, to allow for the separation of a home site Map# 434 Parcel# 3 in the Second District

10. [2022-030 Public Hearing] Teresa Concannon
    The Planning Board recommends approving an application by Janis Z. Bevill, Kathy Z. Zittrouer, & Alan B. Zipperer request to rezone 76.84 acres located on Hodgeville Road from AR-1 to I-1 for future industrial use Map# 434 Parcel# 24A in the Second District

11. [2022-031 Second Reading]
    Consideration to approve the Second Reading of application by Janis Z. Bevill, Kathy Z. Zittrouer, & Alan B. Zipperer request to rezone 76.84 acres located on Hodgeville Road from AR-1 to I-1 for future industrial use Map# 434 Parcel# 24A in the Second District

12. [2022-032 Public Hearing] Teresa Concannon
    The Planning Board recommends approving an application by Heather Arnold as agent for Martha J. Arnold requests to rezone 4.5 acres located on Center Drive & Exley Loop from AR-1 to AR-2 to allow for a recombination of parcels Map# 451C Parcels# 79, 80, 81 in the Second District

13. [2022-033 Second Reading]
    Consideration to approve the Second Reading of an application by Heather Arnold as agent for Martha J. Arnold requests to rezone 4.5 acres located on Center Drive & Exley Loop from AR-1 to AR-2 to allow for a recombination of parcels Map# 451C Parcels# 79, 80, 81 in the Second District

    The Planning Board recommends approving an application by Linda Nicole Rodewolt requests a Conditional Use for a Rural Business: "Nikki B's Hair Salon". located at 6916 Clyo Kildare Road, zoned AR-1. Map# 229A Parcel # 17 in the Third District

15. [2022-035 Second Reading]
    Consideration to approve the Second Reading of an application by Linda Nicole Rodewolt requests a Conditional Use for a Rural Business: "Nikki B's Hair Salon". located at 6916 Clyo Kildare Road, zoned AR-1. Map# 229A Parcel # 17 in the Third District

    The Planning Board recommends approving an application by Daniel W. Rahn as agent for Shawn Everett Rahn to rezone 1 of 15 acres located at 2627 Old Louisville
17. **[2022-037 Second Reading]**
   Consideration to approve the Second Reading of an application by Daniel W. Rahn as agent for Shawn Everett Rahn to rezone 1 of 15 acres located at 2627 Old Louisville Road from AR-1 to AR-2, to allow for the creation of a home site Map# 251 Parcel# 1A in the Third District

   The Planning Board recommends approving an application by Verizon Wireless as agent for Robert Wayne Edwards Jr. for a Variance located at 2441 Corinth Church Road to reduce the required distance of a telecommunications tower from a residence, zoned AR-1. Map# 336 Parcel # 4 in the Third District

19. **[2022-039 Second Reading]**
   Consideration to approve the Second Reading of an application by Verizon Wireless as agent for Robert Wayne Edwards Jr. for a Variance located at 2441 Corinth Church Road to reduce the required distance of a telecommunications tower from a residence, zoned AR-1. Map# 336 Parcel # 4 in the Third District

   The Planning Board recommends approving an application by Verizon Wireless as agent for Robert Wayne Edwards Jr. for a Conditional Use located at 2441 Corinth Church Road for a 255’ telecommunication tower zoned AR-1 Map# 336 Parcel # 4 in the Third District.

21. **[2022-041 Second Reading]**
   Consideration to approve the Second Reading of an application by Verizon Wireless as agent for Robert Wayne Edwards Jr. for a Conditional Use located at 2441 Corinth Church Road for a 255’ telecommunication tower zoned AR-1 Map# 336 Parcel # 4 in the Third District.

22. **[2021-042 Public Hearing] Teresa Concannon**
   The Planning Board recommends approving an application by Paul Ahrens for a Variance located at 1445 Old Dixie Highway to waive the 150’ lot frontage required for an AR-1 zoned parcel, (currently zoned R-1/proposed zoning AR-1) Map# 364A Parcel# 36 in the Third District

23. **[2022-043 Second Reading]**
   Consideration to approve the Second Reading of an application by Paul Ahrens for a Variance located at 1445 Old Dixie Highway to waive the 150’ lot frontage required for an AR-1 zoned parcel, (currently zoned R-1/proposed zoning AR-1) Map# 364A Parcel# 36 in the Third District

   The Planning Board recommends approving an application by Paul Ahrens to rezone 0.9 acres located at 1445 Old Dixie Highway from R-1 to AR-1 to allow for combination with an adjacent parcel Map# 364A Parcel# 36 in the Third District
25. **[2022-045 Second Reading]**

   Consideration to approve the Second Reading of application by Paul Ahrens to rezone 0.9 acres located at 1445 Old Dixie Highway from R-1 to AR-1 to allow for combination with an adjacent parcel Map# 364A Parcel# 36 in the Third District.

26. **[2021-046 Public Hearing]** Teresa Concannon

   The Planning Board recommends approving an application by Marchese Construction, LLC as agent for Toshiyuki Hirata for a Variance located on GA Highway 21 South to reduce the minimum number of parking spots required for a commercial development, zoned B-3. Map# 465N Parcel # 2 in the Fifth District.

27. **[2022-047 Second Reading]**

   Consideration to approve the Second Reading of an application by Marchese Construction, LLC as agent for Toshiyuki Hirata for a Variance located on GA Highway 21 South to reduce the minimum number of parking spots required for a commercial development, zoned B-3. Map# 465N Parcel # 2 in the Fifth District.

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

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**Agenda**

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Phone Number: **1-929-436-2866**

Meeting ID: **883 8758 5556**

Access Code: **645218**

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**I. Call to Order – 5:10 pm**

**II. Roll Call-** Wesley Corbitt/Forrest Floyd/Roger Burdette/Jamie Deloach/Reginald Loper/Phil Kieffer

**III. Invocation – (Commissioner Burdette)**

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

**V. Election of Vice Chair – (selected Commissioner Deloach)**

**VI. Agenda Approval -** Consideration of a resolution to approve the agenda – approved with changes – (postpone Planning Board Item#18-21 to 02/15/2022)

**VII. Minutes-** Consideration to approve the December 7, 2021 regular commission meeting minutes – (approved as read)

**VIII. Public Comments -** Comments shall pertain to agenda items only. Prior to speaking please sound your full name clearly into the microphone
IX. **Correspondence** - Documents from this meeting are located in the Clerk’s Office and on the Board of Commissioner’s website

X. **Consent Agenda**

1. [2022-001 Agreement] Consideration to ratify the approval of the Probation Services agreement with the City of Guyton *(approved)*

2. [2022-002 Agreement] Consideration to ratify the approval of the Probation Services agreement with the City of Springfield *(approved)*

3. [2022-003 Agreement] Consideration to ratify the approval of the Probation Services agreement with State Court *(approved)*

4. [2022-004 Agreement] Consideration to ratify the approval of the Probation Services agreement with Superior Court *(approved)*

XI. **Recognition** - Evan Zeigler, BSA Eagle Scout Candidate *(recognized)*

1. Local Eagle Scout Candidate Evan Zeigler has chosen to donate park benches to the County and local churches.

XII. **Old Business**

1. [2021-642 Ordinance] Teresa Concannon *(approved 2nd Reading)*

   Consideration to approve the Second Reading of an ordinance to amend Appendix C, Article V – Uses Permitted in Districts, Section 5.15 PD – Planned Development District *(1st reading approved 12/07/2021)*

2. [2021-650 Second Reading] Teresa Concannon *(approved 2nd Reading)*

   Consideration to approve the Second Reading of an application by Alec Metzger as Agent for Randy Hadden, Jeremy Nease, & Chuck Hildebrand to rezone 52.84 acres from AR-1 to B-3 to allow for the development of a container storage facility & freight terminal. Located at 2361 Hwy 80. Map# 354 Parcel# 21 in the First District *(postponed from the 12/7/2021 meeting)*

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1. [2022-005 Quote] Alison Bruton *(approved)*

   Consideration to ratify approval of Quote #1619295 from Motorola Solutions for the purchase of five (5) radios and appropriate equipment for new ambulances for EMS

2. [2022-006 Agreement] Alison Bruton *(approved)*

   Consideration to approve a Letter of Intent for the Lease Agreement for 204 Franklin Street between Effingham County Board of Commissioners and the State Properties Commission for use by Department of Human Services - Department of Family and Children Services, Lease #3362

3. [2022-007 Agreement] Alison Bruton *(approved)*

   Consideration to ratify approval of updates to the Enterprise Vehicle Orders for multiple departments
4. **[2022-008 Agreement] Alison Bruton (approved)**
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5. **[2022-009 Resolution] Alison Bruton (approved)**
   Consideration to approve Resolution# 022-001 for Surplus of various items

6. **[2022-010 Agreement] Alison Bruton (approved)**
   Consideration to approve an Agreement with i3 Verticals, LLC (dba CJT Software) for a new software program for Effingham County Probate Court

7. **[2022-011 Job Description] Tim Callanan (approved)**
   Consideration to approve a Job Description for Director of Development Services

   Consideration to approve Resolution# 022-002 to amend the 2021-2022 Fiscal Budget

   Consideration to approve to submit a Grant Application to the Georgia Emergency Management Agency (GEMA) Local Emergency Management Performance Grants Program

    Consideration to approve notification of intent of a railroad crossing closure at DeWitt Road and seek public input

    Consideration to approve Resolution# 022-003 to extend a moratorium on rezoning for multifamily housing and R-6 single family residential development, for a period of thirty (30) days

    Consideration to approve funding and payment to Clover Point Development, LLC. for reimbursement for the design and construction of a sanitary sewer lift station at New Haven at Belmont Glen

    Consideration to approve Change Order# 3 with Rain-N-Shine Irrigation LLC for McCall Park

    Consideration to ratify approval of a Contract with Roberts Civil Engineering to provide Phase 1 engineering services for the Local Maintenance Improvement Grant (LMIG) for the 2022 application to Georgia Department of Transportation

    Consideration to approve a Contract with Roberts Civil Engineering for Local Maintenance Improvement Grant (LMIG) projects for Phase 2 for the 2022 year

(Tentative) Board of Commissioners Regular Meeting – January 04, 2022
16. **[2022-020 Meeting]** Stephanie Johnson *(approved)*
   Consideration to approve to cancel the February 1, 2022 Board of Commissioners meeting

XIV. **Reports from Commissioners & Administrative Staff**
1. Information on revisions to R-3, R-6, B-1, B-2, and B-3 zoning districts presented by Teresa Concannon

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

XVI. **Executive Session Minutes** - Consideration to approve the December 7, 2021 executive session minutes

XVII. **Planning Board - 6:00 pm**
1. **[2022-021 Sketch Plan]** Teresa Concannon *(approved w/ stipulations)*
   The Planning Board recommends approving an application by **MLRE Partners Land Company, Inc.** for a Sketch Plan for “Pine Grove”, a 141-unit residential development on 16.95 acres located on Hwy 30, zoned R-3. Map# 376 Parcel# 16 in the First District

2. **[2022-022 Public Hearing]** Teresa Concannon *(approved w/ stipulations)*
   The Planning Board recommends approving an application by **Drayton – Parker Companies, LLC** as agent for **Ernest C. Slater** to rezone 4.67 acres located between US Hwy 80 & GA Hwy 17 S from AR-1 to B-3 to allow for the development of a convenience store and fueling station. Map# 378 Parcel# 41 in the First District

3. **[2022-023 Second Reading]** *(approved 2nd Reading)*
   Consideration to approve the Second Reading of an application by **Drayton – Parker Companies, LLC** as agent for **Ernest C. Slater** requests to rezone 4.67 acres located between US Hwy 80 & GA Hwy 17 S from AR-1 to B-3 to allow for the development of a convenience store and fueling station Map# 378 Parcel# 41 in the First District

4. **[2022-024 Public Hearing]** Teresa Concannon *(approved w/ stipulations)*
   The Planning Board recommends approving an application by **Ramon & Casandra Polanco** to rezone 10 acres located at 1379 Low Ground Road from AR-1 to AR-2 to allow for future subdivision, creating residential lots under 5 acres Map# 393 Parcel# 22 in the Second District

5. **[2022-025 Second Reading]** *(approved 2nd reading)*
   Consideration to approve the Second Reading of an application by **Ramon & Casandra Polanco** to rezone 10 acres located at 1379 Low Ground Road from AR-1 to AR-2 to allow for future subdivision, creating residential lots under 5 acres. Map# 393 Parcel# 22 in the Second District

6. **[2022-026 Public Hearing]** Teresa Concannon *(approved w/ stipulations)*
   The Planning Board recommends approving an application by **Donnie Nease** to rezone 2.56 acres located at 285 Hodgeville Road from AR-1 to AR-2, to allow for an adjustment to property lines Map# 415 Parcel# 23 in the Second District

(Tentative) Board of Commissioners Regular Meeting – January 04, 2022
7. **[2022-027 Second Reading] (approved 2nd Reading)**

   Consideration to approve the Second Reading of an application by **Donnie Nease** to rezone 2.56 acres from AR-1 to AR-2, to allow for an adjustment to property lines. Located at 285 Hodgeville Road. Map# 415 Parcel# 23 in the Second District


   The Planning Board recommends approving an application by **Dennis L. Hammock** as agent for **William Jenkins** to rezone 2 of 8.5 acres located at 1510 Goshen Road from AR-1 to AR-2, to allow for the separation of a home site Map# 434 Parcel# 3 in the Second District

9. **[2022-029 Second Reading] (approved 2nd Reading)**

   Consideration to approve the Second Reading of an application by **Dennis L. Hammock** as agent for **William Jenkins** to rezone 2 of 8.5 acres located at 1510 Goshen Road from AR-1 to AR-2, to allow for the separation of a home site Map# 434 Parcel# 3 in the Second District


    The Planning Board recommends approving an application by **Janis Z. Bevill, Kathy Z. Zittouer, & Alan B. Zipperer** request to rezone 76.84 acres located on Hodgeville Road from AR-1 to I-1 for future industrial use Map# 434 Parcel# 24A in the Second District

11. **[2022-031 Second Reading] (approved 2nd Reading)**

    Consideration to approve the Second Reading of application by **Janis Z. Bevill, Kathy Z. Zittouer, & Alan B. Zipperer** request to rezone 76.84 acres located on Hodgeville Road from AR-1 to I-1 for future industrial use Map# 434 Parcel# 24A in the Second District


    The Planning Board recommends approving an application by **Heather Arnold** as agent for **Martha J. Arnold** requests to rezone 4.5 acres located on Center Drive & Exley Loop from AR-1 to AR-2 to allow for a recombination of parcels Map# 451C Parcels# 79, 80, 81 in the Second District

13. **[2022-033 Second Reading] (approved 2nd Reading)**

    Consideration to approve the Second Reading of an application by **Heather Arnold** as agent for **Martha J. Arnold** requests to rezone 4.5 acres located on Center Drive & Exley Loop from AR-1 to AR-2 to allow for a recombination of parcels Map# 451C Parcels# 79, 80, 81 in the Second District


    The Planning Board recommends approving an application by **Linda Nicole Rodewolt** requests a Conditional Use for a Rural Business: “Nikki B’s Hair Salon”. located at 6916 Clyo Kildare Road, zoned AR-1. Map# 229A Parcel # 17 in the Third District
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   Consideration to approve the Second Reading of an application by Linda Nicole Rodewolt requests a Conditional Use for a Rural Business: "Nikki B's Hair Salon". located at 6916 Clyo Kildare Road, zoned AR-1. Map# 229A Parcel # 17 in the Third District

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   The Planning Board recommends approving an application by Daniel W. Rahn as agent for Shawn Everett Rahn to rezone 1 of 15 acres located at 2627 Old Louisville Road from AR-1 to AR-2, to allow for the creation of a home site Map# 251 Parcel# 1A in the Third District

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18. **[2022-38 Public Hearing]** Teresa Concannon (postponed to 02/15/2022 at agenda approval)
   The Planning Board recommends approving an application by Verizon Wireless as agent for Robert Wayne Edwards Jr. for a Variance located at 2441 Corinth Church Road to reduce the required distance of a telecommunications tower from a residence, zoned AR-1. Map# 336 Parcel # 4 in the Third District

19. **[2022-039 Second Reading]** (postponed to 02/15/2022 at agenda approval)
   Consideration to approve the Second Reading of an application by Verizon Wireless as agent for Robert Wayne Edwards Jr. for a Variance located at 2441 Corinth Church Road to reduce the required distance of a telecommunications tower from a residence, zoned AR-1. Map# 336 Parcel # 4 in the Third District

20. **[2022-040 Public Hearing]** Teresa Concannon (postponed to 02/15/2022 at agenda approval)
   The Planning Board recommends approving an application by Verizon Wireless as agent for Robert Wayne Edwards Jr. for a Conditional Use located at 2441 Corinth Church Road for a 255’ telecommunication tower zoned AR-1 Map# 336 Parcel# 4 in the Third District.

21. **[2022-041 Second Reading]** (postponed to 02/15/2022 at agenda approval)
   Consideration to approve the Second Reading of an application by Verizon Wireless as agent for Robert Wayne Edwards Jr. for a Conditional Use located at 2441 Corinth Church Road for a 255’ telecommunication tower zoned AR-1 Map# 336 Parcel# 4 in the Third District.

22. **[2021-042 Public Hearing]** Teresa Concannon (approved w/ stipulations)
   The Planning Board recommends approving an application by Paul Ahrens for a Variance located at 1445 Old Dixie Highway to waive the 150’ lot frontage required for an AR-1 zoned parcel, (currently zoned R-1/proposed zoning AR-1) Map# 364A Parcel# 36 in the Third District
23. **[2022-043 Second Reading]** *(approved 2nd Reading)*
   Consideration to approve the Second Reading of an application by **Paul Ahrens** for a Variance located at 1445 Old Dixie Highway to waive the 150’ lot frontage required for an AR-1 zoned parcel, (currently zoned R-1/proposed zoning AR-1) Map# 364A Parcel# 36 in the Third District

24. **[2022-044 Public Hearing]** **Teresa Concannon** *(approved w/ stipulations)*
   The Planning Board recommends approving an application by **Paul Ahrens** to rezone 0.9 acres located at 1445 Old Dixie Highway from R-1 to AR-1 to allow for combination with an adjacent parcel Map# 364A Parcel# 36 in the Third District

25. **[2022-045 Second Reading]** *(approved 2nd Reading)*
   Consideration to approve the Second Reading of application by **Paul Ahrens** to rezone 0.9 acres located at 1445 Old Dixie Highway from R-1 to AR-1 to allow for combination with an adjacent parcel Map# 364A Parcel# 36 in the Third District

26. **[2021-046 Public Hearing]** **Teresa Concannon** *(approved w/ stipulations)*
   The Planning Board recommends approving an application by **Marchese Construction, LLC** as agent for **Toshiyuki Hirata** for a Variance located on GA Highway 21 South to reduce the minimum number of parking spots required for a commercial development, zoned B-3. Map# 465N Parcel # 2 in the Fifth District

27. **[2022-047 Second Reading]** *(postponed to 01/18/2022 due to added stipulation)*
   Consideration to approve the Second Reading of an application by **Marchese Construction, LLC** as agent for **Toshiyuki Hirata** for a Variance located on GA Highway 21 South to reduce the minimum number of parking spots required for a commercial development, zoned B-3. Map# 465N Parcel # 2 in the Fifth District

**XVIII. Adjournment – 8:30 pm**
The Georgia Conflict of Interest in Zoning Action Statue (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

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

**PLEASE TURN OFF YOUR CELL PHONE**

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**Agenda**

**Virtual Meeting Information:**

Zoom link:
https://zoom.us/meeting/88387585556#:~:text=https%3A//us06web.zoom.us/j/88387585556
%3Fpwd%3DbDhncFEvSIMwN2VW9NWUR5OHduQT09

Phone Number: **1-929-436-2866**

Meeting ID: **883 8758 5556**

Access Code: **645218**

I. **Call to Order**

II. **Roll Call**

III. **Invocation**

IV. **Pledge to the American Flag**

V. **Election of Vice Chair**

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

VII. **Minutes** - Consideration to approve the December 7, 2021 regular commission meeting minutes

VIII. **Public Comments** - Comments shall pertain to agenda items only. Prior to speaking please sound your full name clearly into the microphone

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

1. [2022-001 Agreement] Consideration to ratify the approval of the Probation Services agreement with the City of Guyton

2. [2022-002 Agreement] Consideration to ratify the approval of the Probation Services agreement with the City of Springfield

3. [2022-003 Agreement] Consideration to ratify the approval of the Probation Services agreement with State Court

4. [2022-004 Agreement] Consideration to ratify the approval of the Probation Services agreement with Superior Court

XI. Recognition - Evan Zeigler, BSA Eagle Scout Candidate

1. Local Eagle Scout Candidate Evan Zeigler has chosen to donate park benches to the County and local churches.

XII. Old Business

1. [2021-642 Ordinance] Teresa Concannon
   Consideration to approve the Second Reading of an ordinance to amend Appendix C, Article V – Uses Permitted in Districts, Section 5.15 PD – Planned Development District (1st reading approved 12/07/2021)

2. [2021-650 Second Reading] Teresa Concannon
   Consideration to approve the Second Reading of an application by Alec Metzger as Agent for Randy Hadden, Jeremy Nease, & Chuck Hildebrand to rezone 52.84 acres from AR-1 to B-3 to allow for the development of a container storage facility & freight terminal. Located at 2361 Hwy 80. Map# 354 Parcel# 21 in the First District (postponed from the 12/7/2021 meeting)

XIII. New Business

1. [2022-005 Quote] Alison Bruton
   Consideration to ratify approval of Quote #1619295 from Motorola Solutions for the purchase of five (5) radios and appropriate equipment for new ambulances for EMS

2. [2022-006 Agreement] Alison Bruton
   Consideration to approve a Letter of Intent for the Lease Agreement for 204 Franklin Street between Effingham County Board of Commissioners and the State Properties Commission for use by Department of Human Services - Department of Family and Children Services, Lease #3362

3. [2022-007 Agreement] Alison Bruton
   Consideration to ratify approval of updates to the Enterprise Vehicle Orders for multiple departments

4. [2022-008 Agreement] Alison Bruton
   Consideration to ratify approval for the order of additional finishing options to the Admin copier and lease of a new copier for HR from Ricoh for the new Administration Complex
5. [2022-009 Resolution] Alison Bruton
   Consideration to approve Resolution# 022-001 for Surplus of various items

6. [2022-010 Agreement] Alison Bruton
   Consideration to approve an Agreement with i3 Verticals, LLC (dba CJT Software) for a new software program for Effingham County Probate Court

7. [2022-011 Job Description] Tim Callanan
   Consideration to approve a Job Description for Director of Development Services

8. [2022-012 Resolution] Mark Barnes
   Consideration to approve Resolution# 022-002 to amend the 2021-2022 Fiscal Budget

   Consideration to approve to submit a Grant Application to the Georgia Emergency Management Agency (GEMA) Local Emergency Management Performance Grants Program

10. [2022-014 Intent of Closure] Eric Larson
    Consideration to approve notification of intent of a railroad crossing closure at DeWitt Road and seek public input

11. [2022-015 Resolution] Eric Larson
    Consideration approve an addendum to Resolution# 021-048 to extend a moratorium on rezoning for multifamily housing and R-6 single family residential development, for a period of thirty (30) days

12. [2022-016 Payment] Eric Larson
    Consideration to approve funding and payment to Clover Point Development, LLC. for reimbursement for the design and construction of a sanitary sewer lift station at New Haven at Belmont Glen

13. [2022-017 Change Order] Eric Larson
    Consideration to approve Change Order# 3 with Rain-N-Shine Irrigation LLC for McCall Park

    Consideration to ratify approval of a Contract with Roberts Civil Engineering to provide Phase 1 engineering services for the Local Maintenance Improvement Grant (LMIG) for the 2022 application to Georgia Department of Transportation

15. [2022-19 Contract] Eric Larson
    Consideration to approve a Contract with Roberts Civil Engineering for Local Maintenance Improvement Grant (LMIG) projects for Phase 2 for the 2022 year

16. [2022-020 Meeting] Stephanie Johnson
    Consideration to approve to cancel the February 1, 2022 Board of Commissioners meeting
XIV. Reports from Commissioners & Administrative Staff
   1. Information on revisions to R-3, R-6, B-1, B-2, and B-3 zoning districts.

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

XVI. Executive Session Minutes - Consideration to approve the December 7, 2021 executive session minutes

XVII. Planning Board - 6:00 pm

1. [2022-021 Sketch Plan] Teresa Concannon

2. [2022-022 Public Hearing] Teresa Concannon
   The Planning Board recommends approving an application by Drayton – Parker Companies, LLC as agent for Ernest C. Slater to rezone 4.67 acres located between US Hwy 80 & GA Hwy 17 S from AR-1 to B-3 to allow for the development of a convenience store and fueling station. Map# 378 Parcel# 41 in the First District.

3. [2022-023 Second Reading]
   Consideration to approve the Second Reading of an application by Drayton – Parker Companies, LLC as agent for Ernest C. Slater requests to rezone 4.67 acres located between US Hwy 80 & GA Hwy 17 S from AR-1 to B-3 to allow for the development of a convenience store and fueling station Map# 378 Parcel# 41 in the First District.

4. [2022-024 Public Hearing] Teresa Concannon
   The Planning Board recommends approving an application by Ramon & Casandra Polanco to rezone 10 acres located at 1379 Low Ground Road from AR-1 to AR-2 to allow for future subdivision, creating residential lots under 5 acres Map# 393 Parcel# 22 in the Second District.

5. [2022-025 Second Reading]
   Consideration to approve the Second Reading of an application by Ramon & Casandra Polanco to rezone 10 acres located at 1379 Low Ground Road from AR-1 to AR-2 to allow for future subdivision, creating residential lots under 5 acres. Map# 393 Parcel# 22 in the Second District.

6. [2022-026 Public Hearing] Teresa Concannon
   The Planning Board recommends approving an application by Donnie Nease to rezone 2.56 acres located at 285 Hodgeville Road from AR-1 to AR-2, to allow for an adjustment to property lines Map# 415 Parcel# 23 in the Second District.

7. [2022-027 Second Reading]
   Consideration to approve the Second Reading of an application by Donnie Nease to rezone 2.56 acres from AR-1 to AR-2, to allow for an adjustment to property lines. Located at 285 Hodgeville Road. Map# 415 Parcel# 23 in the Second District.
   The Planning Board recommends approving an application by Dennis L. Hammock as agent for William Jenkins to rezone 2 of 8.5 acres located at 1510 Goshen Road from AR-1 to AR-2, to allow for the separation of a home site Map# 434 Parcel# 3 in the Second District

9. **[2022-029 Second Reading]**
   Consideration to approve the Second Reading of an application by Dennis L. Hammock as agent for William Jenkins to rezone 2 of 8.5 acres located at 1510 Goshen Road from AR-1 to AR-2, to allow for the separation of a home site Map# 434 Parcel# 3 in the Second District

    The Planning Board recommends approving an application by Janis Z. Bevill, Kathy Z. Zittrouer, & Alan B. Zipperer request to rezone 76.84 acres located on Hodgeville Road from AR-1 to I-1 for future industrial use Map# 434 Parcel# 24A in the Second District

11. **[2022-031 Second Reading]**
    Consideration to approve the Second Reading of application by Janis Z. Bevill, Kathy Z. Zittrouer, & Alan B. Zipperer request to rezone 76.84 acres located on Hodgeville Road from AR-1 to I-1 for future industrial use Map# 434 Parcel# 24A in the Second District

    The Planning Board recommends approving an application by Heather Arnold as agent for Martha J. Arnold requests to rezone 4.5 acres located on Center Drive & Exley Loop from AR-1 to AR-2 to allow for a recombination of parcels Map# 451C Parcels# 79, 80, 81 in the Second District.

13. **[2022-033 Second Reading]**
    Consideration to approve the Second Reading of an application by Heather Arnold as agent for Martha J. Arnold requests to rezone 4.5 acres located on Center Drive & Exley Loop from AR-1 to AR-2 to allow for a recombination of parcels Map# 451C Parcels# 79, 80, 81 in the Second District.

    The Planning Board recommends approving an application by Linda Nicole Rodewolt requests a Conditional Use for a Rural Business: "Nikki B's Hair Salon". located at 6916 Clyo Kildare Road, zoned AR-1. Map# 229A Parcel # 17 in the Third District

15. **[2022-035 Second Reading]**
    Consideration to approve the Second Reading of an application by Linda Nicole Rodewolt requests a Conditional Use for a Rural Business: "Nikki B's Hair Salon". located at 6916 Clyo Kildare Road, zoned AR-1. Map# 229A Parcel # 17 in the Third District

    The Planning Board recommends approving an application by Daniel W. Rahn as agent for Shawn Everett Rahn to rezone 1 of 15 acres located at 2627 Old Louisville
Road from AR-1 to AR-2, to allow for the creation of a home site Map# 251 Parcel# 1A in the Third District

17. **[2022-037 Second Reading]**
Consideration to approve the Second Reading of an application by Daniel W. Rahn as agent for Shawn Everett Rahn to rezone 1 of 15 acres located at 2627 Old Louisville Road from AR-1 to AR-2, to allow for the creation of a home site Map# 251 Parcel# 1A in the Third District

The Planning Board recommends approving an application by Verizon Wireless as agent for Robert Wayne Edwards Jr. for a Variance located at 2441 Corinth Church Road to reduce the required distance of a telecommunications tower from a residence, zoned AR-1. Map# 336 Parcel # 4 in the Third District

19. **[2022-039 Second Reading]**
Consideration to approve the Second Reading of an application by Verizon Wireless as agent for Robert Wayne Edwards Jr. for a Variance located at 2441 Corinth Church Road to reduce the required distance of a telecommunications tower from a residence, zoned AR-1. Map# 336 Parcel # 4 in the Third District

The Planning Board recommends approving an application by Verizon Wireless as agent for Robert Wayne Edwards Jr. for a Conditional Use located at 2441 Corinth Church Road for a 255’ telecommunications tower zoned AR-1 Map# 336 Parcel # 4 in the Third District.

21. **[2022-041 Second Reading]**
Consideration to approve the Second Reading of an application by Verizon Wireless as agent for Robert Wayne Edwards Jr. for a Conditional Use located at 2441 Corinth Church Road for a 255’ telecommunications tower zoned AR-1 Map# 336 Parcel# 4 in the Third District.

22. **[2021-042 Public Hearing] Teresa Concannon**
The Planning Board recommends approving an application by Paul Ahrens for a Variance located at 1445 Old Dixie Highway to waive the 150’ lot frontage required for an AR-1 zoned parcel, (currently zoned R-1/proposed zoning AR-1) Map# 364A Parcel# 36 in the Third District

23. **[2022-043 Second Reading]**
Consideration to approve the Second Reading of an application by Paul Ahrens for a Variance located at 1445 Old Dixie Highway to waive the 150’ lot frontage required for an AR-1 zoned parcel, (currently zoned R-1/proposed zoning AR-1) Map# 364A Parcel# 36 in the Third District

The Planning Board recommends approving an application by Paul Ahrens to rezone 0.9 acres located at 1445 Old Dixie Highway from R-1 to AR-1 to allow for combination with an adjacent parcel Map# 364A Parcel# 36 in the Third District
25. [2022-045 Second Reading]  
Consideration to approve the Second Reading of application by Paul Ahrens to rezone 0.9 acres located at 1445 Old Dixie Highway from R-1 to AR-1 to allow for combination with an adjacent parcel Map# 364A Parcel# 36 in the Third District

26. [2021-046 Public Hearing] Teresa Concannon  
The Planning Board recommends approving an application by Marchese Construction, LLC as agent for Toshiyuki Hirata for a Variance located on GA Highway 21 South to reduce the minimum number of parking spots required for a commercial development, zoned B-3. Map# 465N Parcel # 2 in the Fifth District

27. [2022-047 Second Reading]  
Consideration to approve the Second Reading of an application by Marchese Construction, LLC as agent for Toshiyuki Hirata for a Variance located on GA Highway 21 South to reduce the minimum number of parking spots required for a commercial development, zoned B-3. Map# 465N Parcel # 2 in the Fifth District

XVIII. Adjournment
Staff Report

Subject: Consideration to approve the Probation Services agreement with the City of Guyton
Author: Alison Bruton, Purchasing Agent
Department: Purchasing and Probation
Meeting Date: January 4, 2022
Item Description: Probation Services

Summary Recommendation: Approval of the Probation Services Agreement with the City of Guyton

Executive Summary/Background:
- The County currently has an agreement in place with the City of Guyton for Probation Services which renews annually for a period of 5 years from 2018 to 2023. This Agreement will replace the current agreement.
- Service agreements are required by the Georgia Department of Community Supervision's Misdemeanor Probation Oversight Unit.
- Effingham Co. Probation Office supervises probated misdemeanor cases sentenced by the court listed. The majority of cases that Effingham County Probation serves are from State and Superior Court.
- Springfield and Guyton courts are contracted to help supplement the budget and keep local probation local.
- Probationers pay a $50.00 per month supervision fee (unless otherwise ordered by the sentencing Judge). $41.00 is paid to the probation office and $9.00 is paid to the State of Georgia’s Crime Victim Emergency Fund. Probationers ordered to complete the MRT Program will be charged a $25.00 per workbook fee, and drug screens sent for confirmation will be $27.00 for each positive confirmation.
- Providing probation supervision for State and Superior Court is a function of county government.
- Providing probation supervision to the Cities saves them from having to contract with a private provider, or staff and manage a separate office to handle probationers.
- The agreement has been previously reviewed and approved to form by the County Attorney.
- The agreement can be cancelled with 30 days written notice by either party. The Court may cancel the agreement immediately for cause.

Alternatives for Commission to Consider
1. Approval of the Probation Services Agreement with the City of Guyton.
2. Cancel the agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Probation.

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

Attachments: Probation service agreement with the City of Guyton.
Probation Services Agreement

This Agreement is made by and between EFFINGHAM COUNTY PROBATION OFFICE, an agency organized under the laws of the State of Georgia, with its principal place of business at 901 North Pine Street, Springfield, Georgia hereinafter called "Contractor", and the MUNICIPAL COURT OF CITY OF GUYTON, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated, Senate Bill 367, and the Georgia Department of Community Supervision Misdemeanor Probation Oversight Unit hereinafter referred to as "DCS or MPOU". The parties enter into the Agreement under the specific authority of The Effingham County Board of Commissioners and The City Council of Guyton, Georgia.

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

EXTENT OF SERVICES TO BE RENDERED BY THE PROBATION ENTITY

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

A. Responsibilities of Probation Services Contractor

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

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

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

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

6) Location Place of Business. Contractor shall maintain an office in Springfield, Georgia for meeting with and the provision of services to probationers located at 901 North Pine Street, Springfield Ga. 31329.

B. Reports to Court/Record Keeping

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

C. Collection/Tender of Court-ordered Monies

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

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

D. Access to Contractor Records

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

E. Scope of Services to Probationers by Contractor

Contractor shall provide the following services to probationers referred to the Contractor by the Court.

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

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

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

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

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

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

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

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

9.) Indigent Probationers shall be determined by the Court and will be supervised per OCGA 42-8-102.

10.) Fees Charged to the Probationer. Contractor shall charge a monthly supervision fee totaling $50 ($41.00 being paid to Effingham County and $9.00 being paid to the State of Georgia’s Crime Victim Emergency Fund). When pay-only probation is imposed the probation supervision fees shall be capped so as not to exceed three months of ordinary
probation supervision fees unless probation is subsequently converted to a sentence that requires community service per OCGA 42-8-103. Probationers ordered to complete the Moral Reconciliation Therapy Program (MRT Program) will be charged a $25.00 workbook fee and $25.00 for each additional workbook. Probationers requesting drug screens sent for confirmation will be charged $27.00 for every drug tested for in which the result confirms a positive confirmation.

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

**OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY**

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

**F. Payment for Contractor’s Services**

For regular probation supervision, which includes a minimum of one (1) contact per month, probationer shall pay a fee of $50.00 per month ($41.00 being paid to Effingham County and $9.00 being paid to the State of Georgia’s Crime Victim Emergency Fund). Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of this Agreement and Contractor’s satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services.

**G. Access to Criminal Histories**

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

**H. Notice of Court Sessions**

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

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

**I. Court Facilities**

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

TERM

J. Period of Service.

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

K. Termination

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

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

L. Insurance

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

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

DEFAULT

N. Deficiency in Service by Contractor

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

MISCELLANEOUS

O. Time is of the Essence of this Agreement.

P. Compliance with the Law.

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

Q. Independent Contractor

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

R. Entire Agreement

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

S. Binding Agreement.

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

T. Assignment.

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

U. Notice.

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

Effingham County Probation Office
902 North Pine Street
Springfield, GA 31329

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

Court: MUNICIPAL COURT OF CITY OF GUYTON, GEORGIA
Attn: Judge Grady Reddick
P.O. Box 99
Guyton, GA 31312
Phone: 912-772-3353

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE __________ DAY OF ____________, 20________.

<table>
<thead>
<tr>
<th>PROBATION SERVICES CONTRACTOR</th>
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<td>Municipal Court of City of Guyton, Georgia</td>
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APPROVED BY:

| By: ______________________ |
| Name: ____________________ |
| Title: ____________________ |
| City of Guyton, Georgia |

Effingham County Board of Commissioners

| By: Wesley M. Corbitt |
| Name: Wesley M. Corbitt |
| Title: Chairman |
| Attested By: S. Johnson |
| Name: Stephanie Johnson |
Title: Clerk of Board of Commissioners
Staff Report

Subject: Consideration to approve the Probation Services agreement with the City of Springfield

Author: Alison Bruton, Purchasing Agent

Department: Purchasing and Probation

Meeting Date: January 4, 2022

Item Description: Probation Services

Summary Recommendation: Approval of the Probation Services Agreement with the City of Springfield

Executive Summary/Background:
- The County currently has an agreement in place with the City of Springfield for Probation Services which renews annually for a period of 5 years from 2018 to 2023. This Agreement will replace the current agreement.
- Service agreements are required by the Georgia Department of Community Supervision’s Misdemeanor Probation Oversite Unit.
- Effingham Co. Probation Office supervises probated misdemeanor cases sentenced by the court listed. The majority of cases that Effingham County Probation serves are from State and Superior Court.
- Springfield and Guyton courts are contracted to help supplement the budget and keep local probation local.
- Probationers pay a $50.00 per month supervision fee (unless otherwise ordered by the sentencing Judge). $41.00 is paid to the probation office and $9.00 is paid to the State of Georgia’s Crime Victim Emergency Fund. Probationers ordered to complete the MRT Program will be charged a $25.00 per workbook fee, and drug screens sent for confirmation will be $27.00 for each positive confirmation.
- Providing probation supervision for State and Superior Court is a function of county government.
- Providing probation supervision to the Cities saves them from having to contract with a private provider, or staff and manage a separate office to handle probationers.
- The agreement has been previously reviewed and approved to form by the County Attorney.
- The agreement can be cancelled with 30 days written notice by either party. The Court may cancel the agreement immediately for cause.

Alternatives for Commission to Consider
1. Approval of the Probation Services Agreement with the City of Springfield.
2. Cancel the agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Probation.

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

Attachments: Probation service agreement with the City of Springfield.
Probation Services Agreement

This Agreement is made by and between EFFINGHAM COUNTY PROBATION OFFICE, an agency organized under the laws of the State of Georgia, with its principal place of business at 901 North Pine Street, Springfield, Georgia hereinafter called "Contractor", and the MUNICIPAL COURT OF CITY OF SPRINGFIELD, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated, Senate Bill 367, and the Georgia Department of Community Supervision Misdemeanor Probation Oversight Unit hereinafter referred to as "DCS or MPOU". The parties enter into the Agreement under the specific authority of The Effingham County Board of Commissioners and The City Council of Springfield, Georgia.

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

EXTENT OF SERVICES TO BE RENDERED BY THE PROBATION ENTITY

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

A. Responsibilities of Probation Services Contractor

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

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

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

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

6.) Location Place of Business. Contractor shall maintain an office in Springfield, Georgia for meeting with and the provision of services to probationers located at 901 North Pine Street, Springfield, Ga. 31329.

B. Reports to Court/Record Keeping

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

C. Collection/Tender of Court-ordered Monies

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

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

D. Access to Contractor Records

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

E. Scope of Services to Probationers by Contractor

Contractor shall provide the following services to probationers referred to the Contractor by the Court.

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

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

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

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

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

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

9.) Indigent Probationers—shall be determined by the Court and will be supervised per OCGA 42-8-102.

10.) Fees Charged to the Probationer. Contractor shall charge a monthly supervision fee totaling $50 ($41.00 being paid to Effingham County and $9.00 being paid to the State of
Georgia’s Crime Victim Emergency Fund). When pay-only probation is imposed the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees unless probation is subsequently converted to a sentence that requires community service per OCGA 42-8-103. Probationers ordered to complete the Moral Reconciliation Therapy Program (MRT Program) will be charged a $25.00 workbook fee and $25.00 for each additional workbook. Probationers requesting drug screens sent for confirmation will be charged $27.00 for every drug tested for in which the result confirms a positive confirmation.

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

**OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY**

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

**F. Payment for Contractor’s Services**

For regular probation supervision, which includes a minimum of one (1) contact per month, probationer shall pay a fee of $50.00 per month ($41.00 being paid to Effingham County and $9.00 being paid to the State of Georgia’s Crime Victim Emergency Fund). Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of this Agreement and Contractor’s satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services.

**G. Access to Criminal Histories**

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

**H. Notice of Court Sessions**

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

**Effingham County Probation Office**

912-754-4155 phone, 912-754-9136 fax

**I. Court Facilities**

4
The Court shall provide to Contractor an area, as available, for conduct of initial interviews and intake with the probationer on the day of sentencing.

TERM

J. Period of Service.

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

K. Termination

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

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

L. Insurance

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

M. Indemnification

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

DEFAULT

N. Deficiency in Service by Contractor

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

MISCELLANEOUS

O. Time is of the Essence of this Agreement.

P. Compliance with the Law.

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

Q. Independent Contractor

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

R. Entire Agreement

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

S. Binding Agreement.

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

T. Assignment.

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

U. Notice.

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

Effingham County Probation Office
902 North Pine Street
Springfield, GA 31329

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

Court: MUNICIPAL COURT OF CITY OF SPRINGFIELD, GEORGIA
Attn: Judge Grady Reddick
P.O. Box 1
Springfield, GA 31329
Phone: 912-754-3061
IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _______ DAY OF __________________, 20______.

<table>
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<tr>
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<tr>
<td>Name: _______________________</td>
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<tr>
<td>Title: _______________________</td>
<td>Judge, Grady Reddick</td>
</tr>
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<td>Municipal Court of City of Springfield, Georgia</td>
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</table>

APPROVED BY:

| By: _________________________ |       |
| Name: _______________________ |       |
| Title: _______________________ |       |
| City of Springfield, Georgia |       |

Effingham County Board of Commissioners

| By: _________________________ |       |
| Name: Wesley M. Corbitt      |       |
| Title: Chairman              |       |
| Attested By: ________________ |       |
| Name: Stephanie Johnson      |       |
| Title: Clerk of Board of Commissioners |       |
Staff Report

Subject: Consideration to approve the Probation Services agreement with State Court
Author: Alison Bruton, Purchasing Agent
Department: Purchasing and Probation
Meeting Date: January 4, 2022
Item Description: Probation Services

Summary Recommendation: Approval of the Probation Services Agreement with the State Court

Executive Summary/Background:

- The County currently has an agreement in place with State Court for Probation Services which renews annually for a period of 5 years from 2018 to 2023. This Agreement will replace the current agreement.
- Service agreements are required by the Georgia Department of Community Supervision's Misdemeanor Probation Oversight Unit.
- Effingham Co. Probation Office supervises probated misdemeanor cases sentenced by the court listed. The majority of cases that Effingham County Probation serves are from State and Superior Court.
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- Providing probation supervision for State and Superior Court is a function of county government.
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- The agreement has been previously reviewed and approved to form by the County Attorney.
- The agreement can be cancelled with 30 days written notice by either party. The Court may cancel the agreement immediately for cause.

Alternatives for Commission to Consider

1. Approval of the Probation Services Agreement with State Court.
2. Cancel the agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Probation.

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

Attachments: Probation service agreement with State Court.
Probation Services Agreement

This Agreement is made by and between EFFINGHAM COUNTY PROBATION OFFICE, an agency organized under the laws of the State of Georgia, with its principal place of business at 901 North Pine Street, Springfield, Georgia hereinafter called "Contractor", and the State Court of Effingham County, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated Senate Bill 367, and the Georgia Department of Community Supervision Misdemeanor Probation Oversight Unit hereinafter referred to as "DCS or MPOU". The parties enter into the Agreement under the specific authority of The Effingham County Board of Commissioners and The State Court of Effingham County, Georgia.

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

EXTENT OF SERVICES TO BE RENDERED BY THE PROBATION ENTITY

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

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

4.) Employee Qualifications and Training. Contractor shall meet or exceed staff qualifications and training requirements per annum under the same Code Section and rules and regulations promulgated by the DCS rules 105-2-.09 and 105-2-.12 for all staff members to include director, probation officers, administrative staff, interns and volunteers.
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C. Collection/Tender of Court-ordered Monies

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

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

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ordered conditions of probation (intake). At intake, the probation officer shall provide a list of all service fees to the probationer.

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

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

9.) Indigent Probationers—shall be determined by the Court and will be supervised per OCGA 42-8-102.

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OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

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

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For regular probation supervision, which includes a minimum of one (1) contact per month, probationer shall pay a fee of $50.00 per month ($41.00 being paid to Effingham County and $9.00 being paid to the State of Georgia’s Crime Victim Emergency Fund). Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of this Agreement and Contractor’s satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services.

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

I. Court Facilities

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

TERM

J. Period of Service.

Contractor shall commence performance on the date signed. This Agreement shall renew annually on the date signed for a term of 5 years unless either party gives notice in writing of its intent to terminate no later than thirty (30) days before the expiration of the term then current. Not withstanding any other provision herein, Effingham County may terminate this agreement with or without cause upon thirty (30) days notice to the State Court of Effingham County, Georgia.

K. Termination

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

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

L. Insurance

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

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

DEFAULT

N. Deficiency in Service by Contractor

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

MISCELLANEOUS

O. Time is of the Essence of this Agreement.

P. Compliance with the Law.

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

Q. Entire Agreement

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

R. Binding Agreement

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

S. Assignment.

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

T. Notice.

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

Effingham County Probation Office
902 North Pine Street
Springfield, GA 31329

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

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

PROBATION SERVICES CONTRACTOR
By: Bonnie Saxan
Name: Bonnie Saxan
Title: Chief Probation Officer

COURT
Judge, Ronald K. Thompson
Effingham County State Court

Approved By:

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

Subject: Consideration to approve the Probation Services agreement with Superior Court
Author: Alison Bruton, Purchasing Agent
Department: Purchasing and Probation
Meeting Date: January 4, 2022
Item Description: Probation Services

Summary Recommendation: Approval of the Probation Services Agreement with the State Court

Executive Summary/Background:
- The County currently has an agreement in place with Superior Court for Probation Services which renews annually for a period of 5 years from 2018 to 2023. This Agreement will replace the current agreement.
- Service agreements are required by the Georgia Department of Community Supervision’s Misdemeanor Probation Oversite Unit.
- Effingham Co. Probation Office supervises probated misdemeanor cases sentenced by the court listed. The majority of cases that Effingham County Probation serves are from State and Superior Court.
- Springfield and Guyton courts are contracted to help supplement the budget and keep local probation local.
- Probationers pay a $50.00 per month supervision fee (unless otherwise ordered by the sentencing Judge). $41.00 is paid to the probation office and $9.00 is paid to the State of Georgia’s Crime Victim Emergency Fund. Probationers ordered to complete the MRT Program will be charged a $25.00 per workbook fee, and drug screens sent for confirmation will be $27.00 for each positive confirmation.
- Providing probation supervision for State and Superior Court is a function of county government.
- Providing probation supervision to the Cities saves them from having to contract with a private provider, or staff and manage a separate office to handle probationers.
- The agreement has been previously reviewed and approved to form by the County Attorney.
- The agreement can be cancelled with 30 days written notice by either party. The Court may cancel the agreement immediately for cause.

Alternatives for Commission to Consider
1. Approval of the Probation Services Agreement with Superior Court.
2. Cancel the agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Probation.

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

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

This Agreement is made by and between EFFINGHAM COUNTY PROBATION OFFICE, an agency organized under the laws of the State of Georgia, with its principal place of business at 901 North Pine Street, Springfield, Georgia hereinafter called "Contractor", and the Superior Court of Effingham County, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated, Senate Bill 367, and the Georgia Department of Community Supervision Misdemeanor Probation Oversight Unit hereinafter referred to as "DCS or MPOU". The parties enter into the Agreement under the specific authority of The Effingham County Board of Commissioners and The Superior Court of Effingham County, Georgia.

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

EXTENT OF SERVICES TO BE RENDERED BY THE PROBATION ENTITY

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

A. Responsibilities of Probation Services Contractor

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

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

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

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

6.) Location Place of Business. Contractor shall maintain an office in Springfield, Georgia for meeting with and the provision of services to probationers located at 901 North Pine Street, Springfield, Ga. 31329.

B. Reports to Court/Record Keeping

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

C. Collection/Tender of Court-ordered Monies

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

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

D. Access to Contractor Records

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

E. Scope of Services to Probationers by Contractors

Contractor shall provide the following services to probationers referred to the Contractor by the Court.

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

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

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

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

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

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

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

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

9.) Indigent Probationers—shall be determined by the Court and will be supervised per OCGA 42-8-102.

10.) Fees Charged to the Probationer. Contractor shall charge a monthly supervision fee totaling $50 ($41.00 being paid to Effingham County and $9.00 being paid to the State of Georgia’s Crime Victim Emergency Fund). When pay-only probation is imposed the probation supervision fees shall be capped so as not to exceed three months of ordinary
probation supervision fees unless probation is subsequently converted to a sentence that requires community service per OCGA 42-8-103. Probationers ordered to complete the Moral Reonation Therapy Program (MRT Program) will be charged a $25.00 workbook fee and $25.00 for each additional workbook. Probationers requesting drug screens sent for confirmation will be charged $27.00 for every drug tested for in which the result confirms a positive confirmation.

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

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

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

F. Payment for Contractor’s Services

For regular probation supervision, which includes a minimum of one (1) contact per month, probationer shall pay a fee of $50.00 per month ($41.00 being paid to Effingham County and $9.00 being paid to the State of Georgia’s Crime Victim Emergency Fund). Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of this Agreement and Contractor’s satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services.

G. Access to Criminal Histories

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

H. Notice of Court Sessions

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

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

I. Court Facilities

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

TERM

J. Period of Service.

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

K. Termination

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

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

L. Insurance

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

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

DEFAULT

N. Deficiency in Service by Contractor

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

MISCELLANEOUS

O. Time is of the Essence of this Agreement.

P. Compliance with the Law.

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

Q. Entire Agreement

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

R. Binding Agreement

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

S. Assignment.

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

T. Notice.

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

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

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

Court: Superior Court of Effingham County, Georgia
Attn: Chief Judge F. Gates Peed
P.O. Box 967
Statesboro, Ga 30459
Phone: 912-764-6095

7
IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE ___________ DAY OF ______________________, 20______.

PROBATION SERVICES CONTRACTOR
By: ____________________________
Name: __________________________
Title: __________________________

COURT
Chief Judge, F. Gates Peed
Effingham County Superior Court
Southeast Ogeechee Judicial Circuit

APPROVED BY:

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

Subject: Recognition – Evan Zeigler, BSA Eagle Scout Candidate
Author: Eric Larson, Asst. County Manager
Department: Parks and Landscapes
Meeting Date: January 4, 2022
Item Description: Local Eagle Scout Candidate has chosen to donate park benches to the County and local churches.

Summary:

Evan Zeigler, a 16 years old high school junior at Effingham County High School, has chosen an Eagle Scout Project to benefit the community and our Effingham County parks. Evan is building concrete benches for citizens to enjoy while being outdoors. The benches will be created out of concrete, by using form molds that he hand built out of wood. The benches will be placed in McCall Park, Baker Park, Pineora Park, and CEM Park, as well as a few local churches. There will be a small plaque on each bench with his name, Eagle Scout Project, and date on it.

During this project, Evan has learned life skills, such as financial planning, budgeting, managing people for a project, and communicating with others. He hopes many people will benefit from the benches throughout the county for many years to come.

Donations for the project came from Thrivent and many other smaller donors.

Evan is in Troop 665 at the Rincon Methodist Church. His Scout Master is Seth Zeigler.
Staff Report

Subject: Amendment to Article V – Uses Permitted in Districts, Section 5.15 PD – Planned Development District.

Author: Teresa Concannon, AICP, Planning & Zoning Manager

Department: Development Services

Meeting Date: January 4, 2022

Item Description: Second reading of amendments to the Planned Development zoning district, to reduce the acreage necessary for the residential category; replace the mobile Home PD with a Recreation PD; add a commercial PD, remove outdated submittal schedule references, and clarify the processes in Appendix C, Article V – Uses Permitted in Districts, Section 5.15 PD – Planned Development District.

Summary Recommendation: In order to accommodate development proposals on smaller parcels, respond to community requests for a Recreation PD category, and clarify the application and review process, staff recommends approval of the revised PD Planned Development zoning district.

Executive Summary/Background:

- Appendix C, Article V – Uses Permitted in Districts, Section 5.15 PD – Planned Development District includes acreage minimums for PD categories, and currently includes a Mobile Home PD district.
- Residents and developers have proposed recreation projects that would be best handled as planned developments. The R-4 zoning district ordinance is a comprehensive guide to developing mobile home and RV parks, and a PD – MH district is unnecessary.
- A new PD Commercial category is proposed, to accommodate small and medium scale commercial developments.
- The 2000 PD Planned Development zoning district ordinance references a submittal schedule that we can no longer meet, due to the Effingham Herald publishing schedule.
- The PD Planned Development zoning district ordinance was unclear on the review process, and has been updated to comply with current standards.
- At the November 15 Planning Board meeting, Brad Smith made a motion to approve the amendments to the Planned Development zoning district.
- The motion was seconded by Michael Larson and carried unanimously.
- At the December 7 meeting, the Board of Commissioners approved the first reading of the PD ordinance amendment.

Alternatives for Commission to Consider

1 – Approve an amendment to Appendix C, Article V – Uses Permitted in Districts, Section 5.15 PD – Planned Development District.
2 – Take no action.

Recommended Alternative: 1

Other Alternatives: N/A

Department Review: Development Services; County Attorney

Funding Source: N/A

Attachments:

1. Article V – Uses Permitted in Districts, Section 5.15 PD – Planned Development District.
AMENDMENT TO ARTICLE V
OF THE EFFINGHAM COUNTY ZONING ORDINANCE

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

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

The text of section 5.15 - PD Planned development district is deleted in its entirety and replaced
with the following:

It is the intent of this section that the PD zoning district be reserved for the establishment and
continuance of shopping centers, residential developments, recreational developments, industrial
parks, medical centers and similar types of large-scale, compatible use developments. The
regulations which apply within this district are designed to encourage the formation of such
planned developments when appropriate and to permit the greatest latitude possible with respect
to:

1) Internal site planning considerations; and
2) The location of these developments within the unincorporated portions of Effingham
County in the best interest of comprehensive development plans of the county.

5.15.1 Eligibility requirements.

5.15.1.1 The site utilized for planned development must contain an area of not less than the
following:

<table>
<thead>
<tr>
<th>Type</th>
<th>Minimum Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultural or civic center (PD-C)</td>
<td>25 acres</td>
</tr>
<tr>
<td>General (PD-MU):</td>
<td>No minimum acreage</td>
</tr>
<tr>
<td>Industrial (PD-I):</td>
<td>50 acres</td>
</tr>
<tr>
<td>Medical center (PD-M):</td>
<td>10 acres</td>
</tr>
<tr>
<td>Residential (PD-R):</td>
<td>20 acres</td>
</tr>
<tr>
<td>Shopping center (PD-S):</td>
<td>15 acres</td>
</tr>
<tr>
<td>Recreation (PD-MH):</td>
<td>No minimum acreage</td>
</tr>
</tbody>
</table>
Any proposed planned development with a combination of any of the above will be subject to the most restrictive land area requirement of the above listed single uses.

5.15.1.2 The site must have a minimum width, between any two opposite boundary lines of 300 linear feet and must adjoin or have direct, adequate access (as defined by the Highway Capacity Manual, most current edition), to at least one improved public road as shown on the Effingham County Road Classification Map.

5.15.1.3 There is hereby established the requirement that development projects as determined by the planning board staff, will submit a developments of regional impact report for review by staff. All projects that are subject to the regional impact review, will follow the procedures outlined by the Georgia Department of Community Affairs, Chapter 110-12-3, Developments of Regional Impact (DRI), which must be completed and submitted to the zoning office for review, before local government action related to the project occurs. This will include but not be limited to the completion of Form 1: Initial DRI Information, and if required Form 2: DRI Review Initiation Request for those projects meeting the minimum threshold requirements. Based upon review of the information provided and comments received from state and/or local agencies, planning board staff may request that the applicant provide additional information to complete their review before the eligibility requirements are met and the rezoning request is brought before the planning board.

5.15.1.4 The area proposed shall be in one ownership, or if in several ownerships, the application for amendment to the Zoning Ordinance shall be filed jointly by all of the owners of the properties included in the plan.

5.15.1.5 The requirements of the PD zoning district will hereafter apply to planned unit development rezoning request currently under the review of Effingham County.

5.15.2 Procedure for Creating and Maintaining a PD District.

5.15.2.1 Any request pertaining to the establishment of a PD district shall be considered a proposal for amendment to the Zoning Ordinance and shall be processed in accordance with the regulations set forth in Article IX of Appendix C of the Effingham County Code (hereafter Appendix C), with regards to application requirements, Effingham County Planning Board review (hereafter planning board), and public hearings. All data set forth in appendix C, shall be submitted to the planning board, and subsequently forwarded to the Effingham County Board of Commissioners (hereafter board of commissioners) with the recommendations of the planning board. If approved by the board of commissioners, the master plan shall be officially delineated on the zoning districts map and such plan and all information submitted in conjunction with the proposal, as amended, shall be adopted as planned development district. All further development shall conform to the standards adopted for the district, regardless of any changes in ownership. The violation of any provision of the master plan, as submitted and approved, shall constitute a violation...
of this Ordinance. In any event, where it is determined by the board of commissioners that development of the PD district is not in accordance with the standards adopted for that district, the board of commissioners shall be empowered to amend the Ordinance to place parts or all of the property in its prior zoning classification.

5.15.2.2 Any substantial changes in the development of the district shall be treated as proposed amendments to the Zoning Ordinance and must be considered in accordance with the procedures set forth in Article IX. For purposes of this subsection, substantial change shall be defined as an overall change in land use, change in acreage, a change in project intent, or a change in buffers along the project’s external boundary. Minor changes will not be treated as a proposed amendment to the Zoning Ordinance and may be approved with authorization of the county manager and/or development services official. Minor changes for the purpose of this subsection shall be defined as changes in street access or alignment, changes in public or common areas, changes in building setbacks, or changes to buffers between internal components of the project. The development services official shall be responsible for determining whether a proposed change is substantial or minor. Substantial changes must be approved by planning board and county commission. Appeals based on hardship or an alleged misinterpretation of the Ordinance by the development services official shall be processed in accordance with the procedures set forth in Article IX of this Ordinance.

5.15.2.3 Only after the PD zoning has been approved by the board of commissioners, may the applicant submit a site plan for development, however, no building permit shall be issued for a PD district until a site plan conforming to the requirements set forth in Appendix B, entitled subdivision regulations, found within the Effingham County Code, has been submitted to and approved by the Board of Commissioners.

5.15.2.4 No site plan approved by the board of commissioners shall be valid for a period longer than 12 months, unless within such period a preliminary plat is submitted pursuant to Appendix B of the Effingham County Code. The planning board may recommend to the board of commissioners to grant extensions not exceeding 12 months each upon written request of the original applicant if the application submitted is substantially the same as the initial application. However, the planning board, with approval of the board of commissioners, has the power in such cases to attach new conditions to its reapproval or disapproval of the reapplication. Where the application for reapproval contains changes which the zoning administrator concludes materially alter the initial application, he shall initiate a new site plan review procedure as stated herein.

5.15.3 Formal Application for a PD District.

A planned development district may be created only by the application procedures set forth herein. Said application shall be submitted by the owners of the property for review by the planning board and approval by the board of commissioners.

5.15.3.1 Prior to filing for a planned development, a draft planned development text and a conceptual plan shall be submitted to the development services official for review and comment. The development services official may include input from the county engineer, building official, fire chief, and other county departments, as appropriate. The application shall contain the following elements, where applicable:
A digital conceptual plan drawn at an accurate legible scale by a registered surveyor, architect, landscape architect, or engineer, showing the following information:

a) Name of the development and the owner, north arrow, and a dated field survey depicting boundaries of the property with dimensions and bearings referenced to a permanent monument;

[b) Reserved.]

c) Proposed parking for amenities;

d) Proposed land uses for each site;

e) Proposed water supply and means of sewage disposal;

f) Proposed major internal collector streets and points of access to public rights-of-way;

g) Proposed areas which are to be dedicated or reserved for public or common use;

h) Major waterbodies, wetlands and drainage ways;

i) Proposed perimeter building setbacks and buffers;

j) The location, name and right-of-way width of any existing streets within or adjacent to the proposed development, and;

k) Proposed impact to the county school system by estimating the number of children living in said development.

5.15.3.2 The application for master plan approval shall be filed with the development services official, and shall contain the following elements, where applicable:

A digital master plan drawn at an accurate legible scale, and one copy on 11-by-17-inch sheet, by a registered surveyor, architect, landscape architect, or engineer, showing the all items required within section 5.15.3.1 above as well as the following information:

a) Existing contours at two foot intervals;

b) Location of proposed development areas and their size;

c) Tract boundary lines, dimensions, bearings and angles;

d) Reference points to at least two permanent monuments;

e) The type and net density of dwelling units proposed for each residential site;

f) Internal collector streets and points of access to public rights-of-way;

g) Areas which are to be dedicated or reserved for public or common use;

h) Major waterbodies, wetlands and drainage ways;

i) Proposed perimeter building setbacks and buffers;

j) Means of ingress and egress;

k) Access and circulation arrangements;

l) Types and use of proposed for buildings and structures;
m) Means of protecting or screening abutting properties, including proposed landscaping; and
n) Location of proposed reservations, easements, or dedications.

5.15.3.3 A final version of the written planned development text shall also be submitted for review and approval with the master plan submittal and shall include:
a) A general description of the proposal;
b) A statement of the present ownership and a legal description of the property;
c) Proposed land uses and development standards, density and height limitations, yard requirements, setback requirements, lot size requirements, and restrictive covenants;
d) Exceptions or variations from the requirements of the Zoning Ordinance, if any are being requested;
e) Tables showing the total number of acres in the proposed development and the percentage designated for each proposed type of land use, including public facilities;
f) Tabulations showing the maximum number, type and net density of dwelling units proposed for each building site;
g) Proposed dedication or reservation of land for public use, including streets, easements, parks and school sites;
h) Plans for open space, courts, walks and common areas;
i) Plans for the provision of utilities, including water, sewer and drainage facilities;
j) Plans for parking, loading, access ways, signs, buffers and means of protecting adjacent areas from lighting and other potential adverse effects;
k) A development schedule indicating the approximate date when construction of each site or phase of development can be expected to begin and be completed; and
l) A statement defining the manner in which the county commission is to be assured that all improvements are to be installed and maintained;

5.15.4 Permitted Uses.

Any use proposed by the developer in the formal application for PD zoning that is considered by the planning board and the board of commissioners as being compatible with other nearby uses within and without the district and in keeping with the intent of the Effingham County Comprehensive Plan may be permitted in such district upon approval by the planning board and the board of county commissioners. A listing of permitted uses for each separate tract within a particular PD district shall be adopted as part of the regulations applying to that district. Thereafter, the uses permitted in the district shall be restricted to those listed, approved and adopted according to procedures set forth herein.

5.15.5 Preliminary Plan Approval.

5.15.5.1 In all PD zoned districts, a building permit shall not be issued by the building official until the preliminary plan (as defined within Appendix B of the Effingham County Code)
has been approved by the development services department in accordance with Chapter 30, Article III (Soil Erosion and Sedimentation Control), Chapter 34 (Flood Damage Prevention), Chapter 58, Article I (Roads), and Appendix B (Subdivision Regulations) of the Effingham County Code. The preliminary plan approval procedure is intended to ensure substantial conformity to the approved master plan.

5.15.5.2 No application for preliminary plan approval shall be required for a change in a permitted use not involving a new building, an external expansion of an existing building, or an accessory use not associated with a retail, office or commercial recreation facility.

5.15.5.3 An application for preliminary plan approval may be filed by any person having a financial, contractual or proprietary interest in the property. Said application shall be filed with the development services official, and shall include a digital version of the site plan prepared by a registered surveyor, architect, landscape architect, or engineer at a scale of not less than 1 inch = 400 feet, as well as one copy on 11- by 17-inch sheet. The sketch plan shall conform to the requirements set forth in Appendix B.

5.15.5.4 Once planned development rezoning is approved, an application for sketch plan approval may be submitted according to the application deadline and meeting schedule. The planning board, after giving public notice, shall hold a hearing to act on the application. The planning board, at said hearing, shall pass their order of approval or approval with conditions.

The planning board, before acting upon the sketch plan, shall ensure that it complies with the provisions of this Ordinance, the design criteria and development standards set forth in Appendix B, and any applicable special requirements set forth within the Effingham County Code.

5.15.5.5 Conditions and restrictions.

a) In approving a sketch plan application, the planning board may recommend and the board of commissioners may impose conditions and restrictions and may vary the standards set forth in this Ordinance so long as the general intent of this Ordinance is carried out and the zoning district regulations established herein are not varied as to make them less restrictive. If the planning board and board of commissioners so acts, it shall specifically state those requirements which must be met before an applicant may be granted sketch plan approval, preliminary plan approval and a building permit. Subsequent to approval or conditional approval by the board of commissioners, the development services official shall issue a notice to proceed to the applicant. The notice to proceed shall include, as appropriate, recommended changes in the sketch plan to be incorporated into the preliminary plan to assist the applicant in obtaining preliminary plan approval, in accordance with Appendix B (Subdivision Regulations) of the Effingham County Code.

b) In the event that the development services department requires any correction or revision of the preliminary plan, the applicant shall submit a preliminary plan corrected or revised in accordance with the recommendation of the development services official before preliminary plan approval and a building permit may be granted.

c) The planning board may recommend and the board of commissioners may delegate to the development services official the power to grant the final approval of the preliminary
plan application upon the official's determination that the specifically prescribed conditions and/or corrections have been met by the applicant.

5.15.5.6 Following preliminary plan approval, the use of land and the construction or alteration of any buildings and structure shall be governed by the approved master plan and approved preliminary plan, except that, minor changes in the location or character of buildings and structures may be authorized by the development services official. No change so authorized may increase the size of any building or structure by more than ten percent, nor change the location of any building or structure by more than ten feet in any direction; provided however, the development services official may not permit changes beyond conditions of approval or requirements set forth in this Ordinance.

5.15.5.7 If the proposed master plan includes the subdivision of land for any purpose or the installation of new streets, the information required above any additional information required for the submittal of preliminary plan and subdivision plats under Appendix B of Effingham County shall be processed in accordance with Appendix B.

5.15.6 Design Criteria and Development Standards.

5.15.6.1 In all PD districts, the general provisions set forth in Appendix B shall govern unless relief is granted by the planning board and the board of commissioners.

5.15.6.2 The planning board and the board of commissioners, before approving a PD district master plan, and preliminary plan, shall ensure that the respective plans comply with the following applicable design criteria and development standards:

a) Overall site design should be harmonious in terms of landscaping, enclosure of principal and accessory uses, parcel sizes, street patterns, and land use relationships. Variety in building types, heights, facades, setbacks, and size of open spaces shall be encouraged. Common open space shall be at least 20 percent of the overall site. In a PD-R, or residential portion of a PD-MU, no more than 50 percent of required common open space shall be unbuildable land.

b) Unless otherwise specified in the approved development text, densities per acre for residential dwelling units shall not exceed those set forth for residential districts.

c) Yard and other dimensional requirements for each PD district may be set by the board of commissioners, upon recommendation of the planning board. Residential district standards shall serve as minimum requirements for residential units proposed for location in a PD district. The most restrictive standards specified elsewhere in this Ordinance as they apply to commercial, industrial, and institutional uses shall serve as minimum requirements for such uses located in PD districts.

d) Parking, loading and other requirements for each PD district may be set by the board of commissioners, upon recommendation of the planning board. The standards of Appendix B shall serve as a general guide to such requirements, except that, the number of off-street parking spaces may be modified in consideration of the following factors: Probable number of cars owned by dwelling unit occupants; and varying time periods of use, when use of common parking areas is proposed.

e) Where development abuts a separate single-family residential district, buildings, parking lots and other structures other than single-family dwellings and two-family
dwellings, must be set back from the separating property line or district boundary line, not less than 30 feet for multi-family residential, public or institutional uses or 50 feet for commercial or industrial uses, to ensure the absence of any objectionable effects on or from abutting districts.

Property lines abutting single-family residential districts must be screened by a permanent, attractive planted buffer, wall or fence not less than six feet in height and sufficient to screen out excessive sound and view from the residential areas, except in the following instances:

Where one and two-family dwellings within the PD district are on property immediately adjoining a residential district, then the planning board may recommend and the board of commissioners may waive the buffer requirement.

Where multi-family dwellings and townhouses within the PD district are on property immediately adjoining multi-family dwellings or townhouses in a residential district, then the planning board may recommend and the board of commissioners may waive the buffer requirement.

However, all parking lots, storage yards, and outdoor recreation areas must be enclosed with a planting screen, wall or fence to a height of at least six feet excluding gates or exit points.

f) Within a PD district, the design should include buffers suitable for screening residential areas from institutional, commercial and industrial uses when a danger of incompatibility appears to exist.

g) Lighting facilities shall be arranged in a manner which will protect the highway and neighboring properties from direct glare or hazardous interference of any kind.

h) Sign requirements may be set by the board of commissioners, following recommendation by the planning board.

i) In PD districts, areas used for parking and loading or for traffic ways shall be physically separated from public streets by suitable barriers against unchanneled motor vehicles ingress or egress. Access ways shall generally conform to standards set forth in Appendix B, with the following conditions:

Shopping centers, other individual commercial, industrial, institutional and multi-family uses shall have not more than two access points to any one public street, unless unusual circumstances demonstrate the need for additional access points.

Where possible, all access points to a public street from shopping centers or other individual commercial, industrial, institutional and multi-family uses shall be located at least 100 feet from the intersection of any street right-of-way and shall be designed in a manner conducive to safe ingress and egress.

[5.15.7] Permitted PD Districts.

The following uses shall be classified as planned developments subject to the provisions of this section governing such projects, and to the special provisions as indicated:
5.15.7.1 Cultural or civic center (PD-C)

Characteristics and intent: It is the intent of the PD-C district to permit in the form of a large scale development the location and proper arrangement of major public and/or private cultural and civic facilities as well as any necessary supporting activities.

5.15.7.2 Mixed use (PD-MU).

Characteristics and intent: It is the intent of the PD-MU district to encourage the large scale planned development of mixed uses or groups of uses not otherwise provided for in this section but considered by the planning board and the board of commissioners to be compatible and worthy for inclusion in a PD district, and further, to encourage the development of such uses or groups of uses according to the requirements and standards of this section.

5.15.7.3 Industrial (PD-I).

Characteristics and intent: It is the intent of the PD-I to be developed and reserved primarily for industrial purposes in a planned, organized and controlled development. The regulations which apply within this district are designed to encourage the formation and continuance of compatible industrial uses which involve manufacturing, assembling and processing operations or the sale and distribution of goods or products at wholesale and to discourage any encroachment by residential, commercial or other uses, except those which augment the principal purpose of the district.

Special requirements: In addition to the information required in Appendix B, site plans for PD-I districts shall show the following items, if applicable:

a) Loading zones.
b) Rail facilities.
c) Fire-fighting facilities.
d) Electric, oil, gas or any other power systems.
e) Plans for control of air and water pollution.
f) Plans for control of mining nuisances.

5.15.7.4 Medical center (PD-M).

Characteristics and intent: In view of the unique methods of hospitals, their land needs, and their effect on surrounding properties, it is intended that this planned development be set aside as a specialized area for hospitals and allied services; that this area be protected against encroachment from non-related and incompatible uses, that provisions be made for the expansion of hospitals and allied services, and that, to the greatest possible extent, surrounding land uses and properties be stabilized against any possible detrimental effects that might be created by the proximity of the hospital and allied services.

5.15.7.5 Residential (PD-R).

Characteristics and intent: It is the intent of this Ordinance that the PD-R district may be applied to any residential area where the developer wishes to apply use regulations or
controls more restrictive than those required by other residential districts in this Ordinance.

Special requirements: In addition to other information required elsewhere in this section for submission of a PD district, applications for PD-R districts shall be accompanied by any additional restrictions, limitations, conditions, plans, easements, rights, or privileges beyond those normally required in a residential district in this Ordinance, which the developer proposes for application to this proposed PD district.

Such information shall be submitted in written form or, where applicable, on maps. The information shall be reviewed in the normal course of processing the PD proposal. If the over-all PD district proposal is adopted as a part of the Ordinance, those restrictions or other conditions approved by the planning board and the board of commissioners shall also be adopted as part of the requirements applying to that particular PD district and shall also become part of the Ordinance.

5.15.7.6 Shopping center (PD-S).

Characteristics and intent: The purpose of the PD-S district shall be to encourage the logical and timely development of land for commercial purposes and the expansion of shopping and/or commercial centers, in accordance with the objectives, policies and standards of the comprehensive plan; and to discourage any use which would interfere with the use of the district as a shopping, commercial and service center for surrounding residential neighborhoods.

In addition to information required elsewhere in this section, applicants for PD-S districts may be required to submit a market analysis showing the economic need for a shopping center of the size being proposed, and the inadequacy of existing commercial districts and vacant, commercially zoned land to meet this need. For these purposes, the market analysis shall contain the following:

a) Determination of the population of the trade area of the proposed shopping center;

b) Determination of average family incomes by logical sub-areas, and the effective buying power, both at present and ten years in the future;

c) Estimates of the square footage and gross sales of competitive retail stores; and

d) Determination of net potential customer buying power for stores in the proposed shopping center.

5.15.7.7 Recreation (PD-REC).

Characteristics and intent: It is the intent of the PD-REC district to provide a sound and healthy recreational environment unique to this development style. Minimum lot and site requirements shall meet or exceed those detailed in Appendix C. Design criteria and development standards in the PD district regulations shall also apply. Section 5.15. Rules and regulations for development of mobile home parks shall be presented to applicants as a reference for developing their planned development zoning text.

5.15.7.8 Commercial (PD-CM)
Characteristics and intent: It is the intent of the PD-CM district to encourage development of commercial developments for uses or groups of uses not otherwise provided for in this section but considered by the planning board and the board of commissioners to be compatible and worthy for inclusion in a PD district and, further, to encourage the development of such uses or groups of uses according to the requirements and standards of this section.

5.15.8 Maintaining Common Facilities/Areas.

If other satisfactory arrangements have not been met prior to approval, i.e., public dedication or private owner management, a homeowners or property owners’ association shall be created for operating, maintaining, and improving common facilities such as streets, driveways, parking areas, drainage ways, landscaping and recreation areas.

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

This ___ day of ____________, 20__.

BOARD OF COMMISSIONERS,
EFFINGHAM COUNTY, GEORGIA

BY: ______________________________
CHAIRMAN

ATTEST:

____________________
STEPHANIE JOHNSON
EFFINGHAM COUNTY CLERK

FIRST READING ________________

SECOND READING ________________
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: December 7, 2021

Item Description: Alec Metzger as Agent for Randy Hadden, Jeremy Nease, & Chuck Hildebrandt requests to rezone 52.84 acres from AR-1 to B-3 to allow for the development of a container storage facility & freight terminal. Located at 2361 Hwy 80. Map# 354 Parcel# 21

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 52.84 acres 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.
- The proposed development will consist of a Container Storage Facility. The applicant has indicated that the use will be limited in duration to accommodate a short term need for container storage near the Savannah Port, due to trucker shortages and logistics delays related to Covid 19.
- Federal funding is being used by the GA Ports Authority to convert existing industrial sites to “pop up container yards” in Atlanta, Savannah, Chatsworth, and Statesboro.
- The scale of the intermodal terminal development is considered a Development of Regional Impact (DRI). The Coastal Regional Commission determined that the project warranted regional review (DRI #3500); requested comments; and completed a DRI report. The project is not consistent with the Regional Future Development Map, which shows the project site area as Rural, a category for areas that are not expected to urbanize or require urban services in the next 20 years.
- The county Future Land Use map indicates the project site as Residential, a category where single and multifamily residential development is expected, and which is protected from encroachment of industrial or other uses capable of adversely affecting the residential character.
- Hwy 80 is a designated truck route. A Traffic Study will be necessary to assess the need for turn lanes, and a GDOT encroachment permit will be required.
- At the November 15 Planning Board meeting, Michael Larson made a motion to deny the request to rezone 52.84 acres from AR-1 to B-3.
- The motion was seconded by Brad Smith and carried, with Peter Higgins voting against the motion.

Alternatives
1. **Approve** request to rezone 52.84 acres from AR-1 to B-3, with the following conditions:
   1. A 300’ buffer shall be maintained along the eastern property boundary, behind the George Road residences, as long as the parcel is zoned B-3.
   2. The 0.33 +/- acre strip of land connecting 354-21 to George Road shall be split from 354-21 and recombined with 354-21B.
   3. No commercial traffic is permitted to access 354-21 from George Road.

2. **Deny** the request to rezone 52.84 acres from AR-1 to B-3.

Recommended Alternative: 1
Other Alternative: 2

Department Review: Development Services
FUNDING: N/A

Attachments: 1. Zoning Map Amendment
STATE OF GEORGIA  
EFFINGHAM COUNTY  

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 354-21  
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 354-21  

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.  

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

WHEREAS, ALEC METZGER as agent for RANDY HADDEN, has filed an application to rezone fifty-two and eighty-four hundredth (52.84) +/- acres; from AR-1 to B-3, to allow for development of a container storage facility; map and parcel number 354-21, located in the 1st commissioner district, and  

WHEREAS, a public hearing was held on December 7, 2021 and notice of said hearing having been published in the Effingham County Herald on November 17, 2021; and  

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 27, 2021; and  

IT IS HEREBY ORDAINED THAT fifty-two and eighty-four hundredth (52.84) +/- acres; map and parcel number 354-21, located in the 1st commissioner district is rezoned from AR-1 to B-3, with the following conditions:  

1. A 300’ buffer shall be maintained along the eastern property boundary, behind the George Road residences, as long as the parcel is zoned B-3.  
2. The 0.33 +/- acre strip of land connecting 354-21 to George Road shall be split from 354-21 and recombined with 354-21B.  
3. No commercial traffic is permitted to access 354-21 from George Road.  

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

This ______ day of ________________, 20____  

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA  

BY: ___________________________  
WESLEY CORBITT, CHAIRMAN  

ATTEST:  

FIRST/SECOND READING: ______________  

_________________________  
STEPHANIE JOHNSON  
COUNTY CLERK
Staff Report

Subject: Ratification of Approval of Quote #1619295 from Motorola Solutions for the purchase of five (5) radios and appropriate equipment for new ambulances for EMS

Author: Alison Bruton, Purchasing Agent

Department: EMS

Meeting Date: January 4, 2022

Item Description: Ratification of Approval of Quote #1619295 from Motorola Solutions

Summary Recommendation: Staff recommends approval of Quote #1619295 from Motorola Solutions for the purchase of five (5) radios and appropriate equipment for new ambulances for EMS for $35,954.30

Executive Summary/Background:

- These radios will be utilized in the five (5) new ambulances that have recently been approved for purchase. The radios currently used by EMS are the original 800 series radios from when the County switched over to the 800 system and the software is outdated. The microprocessors for these older style radios are no longer produced making certain repairs impossible.
- Motorola has had a 10% cost increase in their products, but because we received the quote prior to the increase, they will honor that price as long as the order is placed by December 30th. Staff wasn’t aware of the deadline until after the December meeting.

Alternatives for Commission to Consider

1. Approval of Quote #1619295 from Motorola Solutions for the purchase of five (5) radios and appropriate equipment for new ambulances for EMS for $35,954.30
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: EMS, Finance

Funding Source: EMS SPLOST

Attachments:

1. PO for Quote #1619295
Effingham County Board of Commissioners

804 S. LAUREL STREET
SPRINGFIELD, GA 31329
Phone: 912-754-2159
Fax: 912-754-8413

VENDOR
Motorola Solutions, Inc.
100 Dunbar Street, Suite 304
Spartanburg, SC 29306
wadebritt@callmc.com
ATTN : Wade Britt
912-667-7777 (cell) / 912-964-1479 (office)

SHIP TO
Effingham County Board of Commissioners
804 S. Laurel St. (New Address)
Springfield, GA 31329
ATTN : Alison Bruton
912-754-2159

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SUBTOTAL $35,954.30
TAX RATE $-
TAX $-
S & H $-
OTHER $-
TOTAL $35,954.30

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

Motorola Solutions, Inc. agrees to furnish five (5) new radios and corresponding equipment for the newly approved ambulances. The County references the terms, conditions and specifications contained in Quote #1619295.

MOTOROLA SOLUTIONS, INC. - SIGNATURE

MOTOROLA SOLUTIONS, INC. - PRINT NAME

AUTHORIZED BY - SIGNATURE

TITLE

DATE

County Manager
AUTHORIZED BY - TITLE

12.17.2021
AUTHORIZED DATE
Item XIII. 1.
12/08/2021

EFFINGHAM COUNTY BOARD OF COMMISSIONERS
601 N LAUREL ST
SPRINGFIELD, GA 31329

Dear Wanda McDuffy,

Motorola Solutions is pleased to present EFFINGHAM COUNTY BOARD OF COMMISSIONERS with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide EFFINGHAM COUNTY BOARD OF COMMISSIONERS with the best products and services available in the communications industry. Please direct any questions to Wade Britt at wadebritt@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Wade Britt

Motorola Solutions Manufacturer’s Representative
Billing Address:
EFFINGHAM COUNTY BOARD
OF COMMISSIONERS
601 N LAUREL ST
SPRINGFIELD, GA 31329
US

Quote Date: 12/08/2021
Expiration Date: 01/01/2022
Quote Created By:
Wade Britt
wadebritt@callmc.com

End Customer:
EFFINGHAM COUNTY BOARD OF
COMMISSIONERS
Wanda McDuffy
wmcduffie@effingham.org
912-754-2148

Contract: 19860 - NASPO

Summary:
Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

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<td>$495.00</td>
<td>$332.44</td>
<td>$1,662.20</td>
</tr>
<tr>
<td>1e</td>
<td>G51AU</td>
<td>ENH: SMARTZONE OPERATION APX6500</td>
<td>5</td>
<td>$1,320.00</td>
<td>$886.51</td>
<td>$4,432.55</td>
</tr>
<tr>
<td>1f</td>
<td>G67DT</td>
<td>ADD: REMOTE MOUNT E5 APXM</td>
<td>5</td>
<td>$327.00</td>
<td>$219.61</td>
<td>$1,098.05</td>
</tr>
<tr>
<td>1g</td>
<td>GA00092AU</td>
<td>ADD: APXLM DUAL E5 CH</td>
<td>5</td>
<td>$627.00</td>
<td>$421.09</td>
<td>$2,105.45</td>
</tr>
<tr>
<td>1h</td>
<td>GA09000AA</td>
<td>ADD: DIGITAL TONE SIGNALING</td>
<td>5</td>
<td>$165.00</td>
<td>$110.81</td>
<td>$554.05</td>
</tr>
</tbody>
</table>

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800
<table>
<thead>
<tr>
<th>Line #</th>
<th>Item Number</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Sale Price</th>
<th>Ext. Sale Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1i</td>
<td>G444AH</td>
<td>ADD: APX CONTROL HEAD SOFTWARE</td>
<td>5</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>1j</td>
<td>QA03399AA</td>
<td>ADD: ENHANCED DATA APX</td>
<td>5</td>
<td>$165.00</td>
<td>$110.81</td>
<td>$554.05</td>
</tr>
<tr>
<td>1k</td>
<td>G806BL</td>
<td>ENH: ASTRO DIGITAL CAI OP APX</td>
<td>5</td>
<td>$567.00</td>
<td>$380.80</td>
<td>$1,904.00</td>
</tr>
<tr>
<td>1l</td>
<td>GA01670AA</td>
<td>ADD: APX E5 CONTROL HEAD</td>
<td>5</td>
<td>$717.00</td>
<td>$481.54</td>
<td>$2,407.70</td>
</tr>
<tr>
<td>1m</td>
<td>W22BA</td>
<td>ADD: STD PALM MICROPHONE APX</td>
<td>10</td>
<td>$79.00</td>
<td>$53.06</td>
<td>$530.60</td>
</tr>
<tr>
<td>1n</td>
<td>G193AK</td>
<td>ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)</td>
<td>5</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>1o</td>
<td>G174AD</td>
<td>ADD: ANT 3DB LOW-PROFILE 762-870</td>
<td>5</td>
<td>$47.00</td>
<td>$31.57</td>
<td>$157.85</td>
</tr>
<tr>
<td>1p</td>
<td>G361AH</td>
<td>ENH: P25 TRUNKING SOFTWARE APX</td>
<td>5</td>
<td>$330.00</td>
<td>$221.63</td>
<td>$1,108.15</td>
</tr>
<tr>
<td>1q</td>
<td>G78AT</td>
<td>ENH: 3 YEAR ESSENTIAL SVC</td>
<td>5</td>
<td>$176.00</td>
<td>$176.00</td>
<td>$880.00</td>
</tr>
<tr>
<td>1r</td>
<td>G628AC</td>
<td>ADD: REMOTE MOUNT CABLE 17 FT APX</td>
<td>10</td>
<td>$17.00</td>
<td>$11.42</td>
<td>$114.20</td>
</tr>
<tr>
<td>1s</td>
<td>B18CR</td>
<td>ADD: AUXILIARY SPKR 7.5 WATT APX</td>
<td>10</td>
<td>$66.00</td>
<td>$44.33</td>
<td>$443.30</td>
</tr>
</tbody>
</table>

**Product Services**

<p>| | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>LSV00Q00202A</td>
<td>DEVICE PROGRAMMING</td>
<td>5</td>
<td>$192.86</td>
<td>$192.86</td>
<td>$964.30</td>
</tr>
<tr>
<td>3</td>
<td>LSV00Q00203A</td>
<td>DEVICE INSTALLATION</td>
<td>5</td>
<td>$964.29</td>
<td>$964.29</td>
<td>$4,821.45</td>
</tr>
</tbody>
</table>

**Grand Total**

$35,954.30(USD)

**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
**Purchase Order Checklist**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)</td>
</tr>
<tr>
<td>2.</td>
<td>PO Number/ Contract Number</td>
</tr>
<tr>
<td>3.</td>
<td>PO Date</td>
</tr>
<tr>
<td>4.</td>
<td>Vendor = Motorola Solutions, Inc.</td>
</tr>
<tr>
<td>5.</td>
<td>Payment (Billing) Terms/ State Contract Number</td>
</tr>
<tr>
<td>6.</td>
<td>Bill-To Name on PO must be equal to the Legal Bill-To Name</td>
</tr>
<tr>
<td>7.</td>
<td>Bill-To Address</td>
</tr>
<tr>
<td>8.</td>
<td>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</td>
</tr>
<tr>
<td>9.</td>
<td>Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)</td>
</tr>
<tr>
<td>10.</td>
<td>PO Amount must be equal to or greater than Order Total</td>
</tr>
<tr>
<td>11.</td>
<td>Non-Editable Format (Word/ Excel templates cannot be accepted)</td>
</tr>
<tr>
<td>12.</td>
<td>Bill To Contact Name &amp; Phone # and EMAIL for customer accounts payable dept</td>
</tr>
<tr>
<td>13.</td>
<td>Ship To Contact Name &amp; Phone #</td>
</tr>
<tr>
<td>14.</td>
<td>Tax Exemption Status</td>
</tr>
<tr>
<td>15.</td>
<td>Signatures (As required)</td>
</tr>
</tbody>
</table>
Staff Report

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

Author: Alison Bruton, Purchasing Agent

Meeting Date: January 4, 2022

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

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

Executive Summary/Background:

- The new lease agreement will have an initial term of July 1, 2021 through June 30, 2022 with four (4) annual renewal periods. The monthly rental rate will be reduced to $4,560. The previous lease agreement had a monthly rate of $6,422.50.
- The State no longer utilizes the “Local Statement of Service and Maintenance Costs in Lieu of Rent in Public Buildings” (“Maintenance in Lieu Agreement”) format as a contractual means of leasing commercial real property. Instead, a more traditional lease format is used to compensate the property owner for their anticipated expenditures toward “Operating Expenses” (“OpEx”).
- The State has estimated these operating expenditures from the actual operating expenses of other buildings within Georgia as compiled by BOMA – Building Owners and Managers Association. The breakdown provided by the State is included as documentation with this staff report.
- This agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

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

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Administrative Staff
Funding Source:
Attachments:
1. Lease #3362 LOI between Effingham County Board of Commissioners and the State Properties Commission for the Georgia Department of Human Services – Division of Family and Children Services
2. Estimated building expenses breakdown
3. Explanation from State Properties Commission
12/20/2021

Mr. Tim Callanan  
County Manager  
Effingham County Board of Commissioners  
601 N. Laurel Street  
Springfield, GA 31329  
912-754-2111  
TCallanan@effinghamcounty.org

RE: Letter of Intent - Georgia Department of Human Services – Division of Family and Children Services  
Lease # 3362 – 204 Franklin Street, Springfield, GA 31329

Dear Mr. Callanan:

Thank you for your efforts to date in proposing and providing information to State Properties Commission (“Tenant”) and the Georgia Department of Human Services – Division of Family and Children Services (“Occupying Agency”) regarding the potential lease of the space at the above referenced address. Please review the following terms and conditions. If such are necessary, please make any revisions in customary Microsoft Word “redline” format and return the “redlined” electronic document to me via email at your earliest convenience as time is of the essence. Once fully executed, this letter will signal agreement of the parties to the terms and conditions therein for a new lease agreement (hereinafter, the “Agreement”). However, this letter does not – nor will it ever - constitute a binding offer. Therefore, we request your response within ten (10) business days of the date of this letter.

PROPOSED PREMISES INFORMATION

| LANDLORD LEGAL NAME AND NOTICE ADDRESS: | Effingham County Board of Commissioners  
Attn: County Manager  
601 N. Laurel Street, Springfield, GA 31329 |
|LANDLORD RENT: | 601 N. Laurel Street, Springfield, GA 31329 |
|PREMISES ADDRESS: | 204 Franklin Street, Springfield, GA 31329  
County of Effingham |
|PREMISES: | The Premises comprises: 12,014 Rentable Square Feet (“RSF”) and 11,251 Usable Square Feet (“USF”) in a Single Tenant 12,014 square foot building situated on Parcel ID S1010026, Pine Street, Springfield, GA 31329; and assigned the mailing address of 204 Franklin Street, Springfield, GA 31329, and is further described in the Floor Plan attached hereto as Exhibit A. |
RENTAL RATE:
The following Rental Rate schedule outlines the Modified Gross rent that the Landlord is proposing to Tenant for the Term.

<table>
<thead>
<tr>
<th>FISCAL YEAR</th>
<th>PERIOD</th>
<th>MONTHLY RENT</th>
<th>ANNUAL RENT</th>
<th>ABATED RENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>7/1/21 – 6/30/22</td>
<td>4,560.00</td>
<td>$54,720.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

RENEWAL OPTIONS:
Four (4), one-year Renewal Option(s)

RENEWAL OPTION RENTAL RATE:

<table>
<thead>
<tr>
<th>FISCAL YEAR</th>
<th>PERIOD</th>
<th>MONTHLY RENT</th>
<th>ANNUAL RENT</th>
<th>ABATED RENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023</td>
<td>7/1/22 – 6/30/23</td>
<td>4,560.00</td>
<td>$54,720.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2024</td>
<td>7/1/23 – 6/30/24</td>
<td>4,560.00</td>
<td>$54,720.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2025</td>
<td>7/1/24 – 6/30/25</td>
<td>4,560.00</td>
<td>$54,720.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2026</td>
<td>7/1/25 – 6/30/26</td>
<td>4,560.00</td>
<td>$54,720.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

OPERATING EXPENSES:
Landlord shall be responsible for all building and property operating expenses for the Term including any renewals.

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

JANITORIAL:
Tenant shall furnish and pay for all janitorial services for the Premises.

PARKING:
Tenant’s parking allocation shall not be less than Five (5) spaces per 1,000 RSF of the Premises (Fifty-Five (55) parking spaces) located on the Land containing the Premises. All parking spaces shall be free of charge throughout the Term and any Renewal Term(s).

OTHER BUSINESS TERMS

OBLIGATION TO REPAIR & MAINTAIN:
Landlord will be responsible for all building and property operations, interior and exterior repairs, and maintenance of the Premises at no additional charge to Tenant.

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

| AT-WILL PERIOD: | Landlord and Tenant will acknowledge and agree that during the time period from June 30, 2015 through the Commencement Date of the proposed lease Agreement (the “At-Will Period”):

  a. Tenant’s Subtenant or the state entity occupying the Premises (the “Occupying Agency”) will have continually occupied the Premises.

  b. The Occupying Agency will have continued to pay rent to Landlord for the Premises.

  c. Landlord will have continued to accept rent from the Occupying Agency.

No additional amounts will be due from Tenant and/or the Occupying Agency to Landlord for obligations accruing during the At-Will Period.

| CONTINGENCY: | The terms of any real estate transaction for the Premises shall be subject to final approval and full execution of the lease by both Landlord and Tenant.

The remainder of this page intentionally left blank
If the foregoing is acceptable to Landlord and Landlord agrees to undertake good faith negotiations with Tenant in order to finalize a lease Agreement embodying the terms and conditions set forth above, please execute this letter where indicated below and return a copy to our office (via email) by the time and date referenced in the opening paragraph. If you have any questions or would like to discuss any aspect of this letter or the subsequent lease Agreement on which it will be based, please contact me directly.

Robert C. “Rob” Hill, III  
Leasing Specialist  
State Properties Commission of Georgia  
270 Washington Street, SW  
Suite 2-129  
Atlanta, Georgia 30334  
Office: (404) 463-1728  
Mobile: (404) 973-9699  
Email: rob.hill@spc.ga.gov

The remainder of this page intentionally left blank
AGREED AND ACCEPTED THIS ___ DAY OF __________________, 2021.

**Landlord:** Effingham County Board of Commissioners

By: ________________________________

Name: ______________________________

(print name)

Its: ________________________________
AGREED AND ACCEPTED THIS ____ DAY OF __________________, 2021.

Occupying Agency: Georgia Department of Human Services – Division of Family and Children Services

By: ______________________________

Name: Candice L. Broce

Its: Commissioner

By signing, the Occupying Agency approves this Letter of Intent as to content including monetary obligations that will be incurred by the Occupying Agency subsequent to the execution of the lease by the State Properties Commission and the Landlord, and upon assignment of the Premises to such Occupying Agency by the State Properties Commission.
Exhibit A

Floor Plan

(Not to Scale)
Exhibit B

Department of Human Services Facilities Signage Guide

Georgia Department of Human Services

DHS Facility Signage Guide
DHS Facility Signage Guide

Fonts

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

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

Doors

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

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

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

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

Design approvals

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

Measurements

"Y" is determined after the DHS seal is scaled proportionally by the vendor. Once “Y” is determined, the vendor will need to measure and use accordingly.
Single door mockup

Hours of operation
Monday - Friday
8 a.m. - 6 p.m.

Equal opportunity
employer
No smoking

Single door specifications

All text and seal centered

Department name
Arial Black

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

Do not change kerning/tracking from default settings.

Hours of operation times
Arial Regular
Follows Associated Press Style

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

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

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

Double door specifications

All text left-aligned

Hours of operation
Arial Regular

Follows Associated Press Style

Equal opportunity and no smoking sign
Arial Regular

Add handicap accessible signage on all new-construction facilities

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

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

Item XIII. 2.
Solid/non-glass door mockup

Solid/non-glass door specifications

All text left aligned

**Hours of operation**
- Arial Regular

**Follows Associated Press Style**

**Equal opportunity and no smoking**
- Arial Regular

Add handicap accessible signage on all new construction facilities

X = Letter height

1/2X = Letter height variable

Y = Spacing between lines reference

1/2Y = Spacing between lines variable
Solid door with adjacent window panel mockup

Solid door with adjacent window panel specifications

Seal
Department name
Adult Block
Division name
Adult Regular
Do not change kerning/tracking from default settings.
Seal, Department and Division names must be centered on glass

Hours of operation times
Adult Regular
Follows Associated Press Style
Equal opportunity and no smoking sign
Adult Regular
All text right aligned

X = Letter height
1/2X = Letter height variable
Y = Spacing between lines reference
1/2Y = Spacing between lines variable
Item XIII. 2.

Signs/Marquees
Monument/panel sign mockup
Horizontal - Single location

Horizontal - Co-location

Monument/panel sign specifications
Horizontal - Single location

Horizontal - Co-location

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

Y = Spacing between lines reference
1/2Y = Spacing between lines variable
Item XIII. 2.

Monument/panel sign mockup
Vertical - Single location

Georgia Department of Human Services
Division of Child Support Services

555 Main St.
Cartersville, GA

Vertical - Co-location

Georgia Department of Human Services
Division of Child Support Services
Division of Aging Services

555 Main St.
Cartersville, GA

Georgia Department of Human Services
Division of Child Support Services
Division of Family & Children Services

555 Main St.
Cartersville, GA

Monument/panel sign specifications
Vertical - Single location

Seal
Department name
Arial Black

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

Seal, Department and Division names must be flushed left

Address
Arial Regular
Text must be left aligned

Address high enough to allow for vegetation growth, formats can include street number only or full address

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

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

555 Main St.
Cartersville, GA
Illuminated complex marquee mockup

Avondale Crossing
Department of Human Services
Division of Child Support Services

Department of Human Services
Division of Child Support Services

Illuminated complex marquee specifications

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

(use this design for larger, horizontal displays)

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

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

Department name
Arial Black
Division name
Arial Regular

(use this design for smaller displays)
Building Fronts
Standard mockup

Georgia Department of Human Services

Standard specifications

Department name
Arial Black
Centered over entrance

Georgia Department of Human Services

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

Georgia Department of Human Services

Gabled/tall facade specifications

Department name
Arial Black

Centered over entrance with seal above

This format can also be used on semi-circle/rounded awning fronts

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

Y = Spacing between lines reference
1/2Y = Spacing between lines variable
204 Franklin St, Springfield
estimated operating costs, per FY 2021 actuals

<table>
<thead>
<tr>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>electrical &amp; lighting</td>
<td>1,128.57</td>
</tr>
<tr>
<td>water</td>
<td>238.08</td>
</tr>
<tr>
<td>property insurance</td>
<td>134.91</td>
</tr>
<tr>
<td>janitor services</td>
<td>1,283.33</td>
</tr>
<tr>
<td>Janitorial supplies</td>
<td>84.54</td>
</tr>
<tr>
<td>repairs &amp; maintenance</td>
<td>101.29</td>
</tr>
<tr>
<td>pest control</td>
<td>25.42</td>
</tr>
<tr>
<td>total</td>
<td>2,996.14</td>
</tr>
</tbody>
</table>

There are other costs that are incurred but not directly allocated to this building, e.g., the value of Parks & Landscapes' lawn services. Some of these costs are more related to the people inside than the building itself, like janitorial services/supplies.
Tim,

As you requested, attached, please find a copy of the most recent Third Party Leasing Arrangement ("3362 DHS-DFCS (Springfield) FY16 MIL 07.28.15.pdf").

As we discussed, in situations such as this, the State of Georgia no longer employs the “Local Statement of Service and Maintenance Costs in Lieu of Rent in Public Buildings” (AKA: “Maintenance in Lieu Agreement”) format as a contractual means of leasing commercial real property. Instead, a more traditional lease format is utilized to compensate the property owner (as “Landlord”) for their anticipated expenditures toward “Operating Expenses” (“OpEx”).

Without a precise itemized record of the actual Operating Expenses (as recognized under Generally Accepted Accounting Principles, United States (“GAAP US”) and the Building Owners and Managers Association (“BOMA”) guidelines) for a particular structure, the State of Georgia estimates these expenditures from the actual Operating Expenses of other buildings within Georgia as compiled by BOMA - the Building Owners and Managers Association — in accordance with these guidelines.

**BOMA OpEx Standards:**

To account for regional economic differences, the State Properties Commission applies an appropriate Standard from 1 of 2 sets of OpEx Standards.

(1) For properties within the greater metropolitan Atlanta region, BOMA Operating Expense records compiled from commercial buildings in the Metro-Atlanta, GA market are used as the Standard. (the “Metro-Atlanta OpEx Standard”)

(2) For properties outside of that region, BOMA Operating Expense records compiled from commercial buildings in the Macon, GA market are used as the Standard. (the “Statewide OpEx Standard”)

In this instance the State Properties Commission of Georgia has determined that the most appropriate Operating Expense Standard to use is the **Statewide OpEx Standard**.

**BOMA OpEx Baselines:**

To account for variations within each Standard, the State Properties Commission applies an appropriate Baseline from 1 of 4 sets of OpEx Baselines reported in the studies: “Average”, “Median”, “Low”, or “High”.

In this instance the State Properties Commission of Georgia has determined that the most appropriate Baseline is that comprised of the sum of the annual “High” per square foot expenditures for each Operating Expense line-item.

The table below shows the most recent itemized Baseline lists from the **Statewide OpEx Standard** with the “High” Baseline figures highlighted.

<table>
<thead>
<tr>
<th>2019 Statewide OpEx Standard Baseline:</th>
<th>Average</th>
<th>Median</th>
<th>Low</th>
<th>High</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repair / Maintenance</td>
<td>$1.17</td>
<td>$1.37</td>
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<td>$3.05</td>
<td>$3.71</td>
<td>$2.82</td>
<td>$4.56</td>
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</table>
Lease 3362 DHS-DFCS (Springfield) [Effingham County] Letter of Intent:

Attached, please find a draft letter of intent (“LOI”) (“3362 DHS-DFCS (Springfield) AL LOI Draft 05.14.21.docx”) for a lease in which rent is calculated on this Operating Expense Standard Baseline.

Currently, the State Properties Commission is paying $6,422.50 per month ($8.91/RSF). The rent represented in the attached LOI is $3,287.00 per month ($4.56/RSF) – constituting a decrease of 48.82%.

The attached LOI also covers an overview of a number of additional terms and conditions that will be addressed in more detail in the final lease draft.

Please review this LOI carefully as, once agreed to by the parties, it will be the framework for drafting the terms and conditions of the subsequent lease agreement.

1. If the attached is incomplete on any point, it cannot be executed. Please provide whatever information is needed to complete the attached in customary Microsoft Word “redline” format and return the “redlined” electronic document to me via email at your earliest convenience as time is of the essence.

2. If the attached is inaccurate in any way, it should not be executed. Please make any revisions in customary Microsoft Word “redline” format and return the “redlined” electronic document to me via email at your earliest convenience as time is of the essence.

3. If the attached is acceptable – unchanged - in its current form, please execute two (2) original copies and return them by mail to me at the address below at your earliest convenience as time is of the essence. Provided that all required internal approvals are received, a signed original will be sent to you as acceptance of that offer or we will notify you of its refusal - and any proposals for an acceptable counteroffer, if applicable.

Thank you for your prompt response; if you have any questions or concerns, please feel free to contact me directly – [redacted] - at any time.

Best regards,

Rob Hill
Leasing Specialist
270 Washington Street, SW
Suite 2-129
Atlanta, Georgia 30334
Staff Report
Subject: Ratification of Approval of updates to Enterprise vehicle orders for multiple departments
Author: Alison Bruton, Purchasing Agent
Department:
Meeting Date: January 4, 2022
Item Description: Approval of updates to the Enterprise vehicle orders for multiple departments

Summary Recommendation: Staff recommends approval for these vehicle updates. Due to manufacturing delays, order cancellations, and other unexpected issues, there has been

Executive Summary/Background:
- During a staff review of the vehicle replacement list from Enterprise, it was determined that some vehicles were included in the vehicle orders that haven’t been specifically approved by the Board. Each new vehicle has been budgeted for replacement and was on the original replacement list.
- Four (4) Chevy Express Vans were approved by the Board at the September 7, 2021 BOC meeting. We were unable to order these vans due to the order window closing and insurance requirements. Two (2) other vans became available with a limited window to order. County Manager Tim Callanan approved the order to avoid further delay. Enterprise is still working to replace the other two orders.
- Enterprise was able to find a 2022 Ford F-150 to replace a Parks and Landscaping vehicle. This vehicle is at a dealer and won’t be available for long. County Manager Tim Callanan has approved this order to avoid further delay. This vehicle is budgeted for replacement.

Alternatives for Commission to Consider
1. Ratification of Approval of updates to Enterprise vehicle orders for multiple departments
2. Take no action

Recommended Alternative: 1
Other Alternatives: 2
Department Review: County Manager, Purchasing, Finance
Funding Source:
Attachments:
1. Spreadsheet of ordered vehicles requiring approval
2. Quote for Transit Van #1 for Prison
3. Quote for Transit Van #2 for Prison
4. Quote to 2022 Ford F-250 for Parks and Landscaping
<table>
<thead>
<tr>
<th>Dept</th>
<th>VIN</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
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<th>Year</th>
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<td>Ford</td>
<td>F-250 Super Duty</td>
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<td>Ford</td>
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<td>Ford</td>
<td>F-150</td>
<td>0515</td>
<td>2021</td>
<td>Ford</td>
<td>F-150</td>
<td>Shipped</td>
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</table>
## Open-End (Equity) Lease Rate Quote

**Quote No:** 6131098

**Prepared For:** Effingham County Board of Commissioners

**Callanan, Tim**

**Date**

**12/15/2021**

**AE/AM**

KW0/0JB

### Unit #

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>In-Stock</th>
<th>Term</th>
<th>State</th>
<th>Customer#</th>
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<td>Ford</td>
<td>Transit-350 Passenger</td>
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<td>GA</td>
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<th>Rate</th>
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<th>Amount</th>
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<tbody>
<tr>
<td>1</td>
<td>Capitalized Price of Vehicle</td>
<td>$43,757.00</td>
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<td>License and Certain Other Charges</td>
<td>$2,785.20</td>
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<tr>
<td>2</td>
<td>Initial License Fee</td>
<td>$39.00</td>
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<td>State</td>
<td>GA</td>
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<tr>
<td>3</td>
<td>Registration Fee</td>
<td>$0.00</td>
<td></td>
<td>Other: Courtesy Delivery Fee</td>
<td>$0.00</td>
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<tr>
<td>4</td>
<td>Capitalized Price Reduction</td>
<td>$0.00</td>
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<td>Tax on Capitalized Price Reduction</td>
<td>$0.00</td>
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<tr>
<td>5</td>
<td>Gain Applied From Prior Unit</td>
<td>$0.00</td>
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<td>Tax on Gain On Prior</td>
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<tr>
<td>6</td>
<td>Security Deposit</td>
<td>$0.00</td>
<td></td>
<td>Tax on Incentive ( Taxable Incentive Total : $0.00 )</td>
<td>$0.00</td>
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</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
<th>Rate</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>7</td>
<td>Total Capitalized Amount (Delivered Price)</td>
<td>$43,757.00</td>
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<td>Depreciation Reserve @</td>
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<td>8</td>
<td>Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)</td>
<td>$143.78</td>
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<td>Monthly Rental Excluding Additional Services</td>
<td>$734.50</td>
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### Additional Fleet Management

- **Master Policy Enrollment Fees**: $0.00
- **Commercial Automobile Liability Enrollment**: Liability Limit $0.00
- **Physical Damage Management**: Comp/Coll Deductible 0 / 0
- **Full Maintenance Program**: Contract Miles 60,000
  - OverMileage Charge $0.045 Per Mile
  - Incl: # Brake Sets (1 set = 1 Axle) 0
  - # Tires 0
  - Loaner Vehicle Not Included

### Additional Services

- **SubTotal**: $40.55
- **Sales Tax**: 0.0000%

### Total Monthly Rental Including Additional Services

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tbody>
<tr>
<td>10</td>
<td>Reduced Book Value at 60 Months</td>
<td>$8,313.80</td>
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<tr>
<td>11</td>
<td>Service Charge Due at Lease Termination</td>
<td>$400.00</td>
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</table>

**Note:** Quote based on estimated annual mileage of 12,000

(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** Effingham County Board of Commissioners

**TITLE**

**DATE**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
<th>Rate</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice</td>
<td>$43,757.00</td>
<td></td>
<td>License and Certain Other Charges 6.6000%</td>
<td>State GA</td>
</tr>
<tr>
<td>2</td>
<td>Initial License Fee</td>
<td>$39.00</td>
<td></td>
<td>State</td>
<td>GA</td>
</tr>
<tr>
<td>3</td>
<td>Registration Fee</td>
<td>$0.00</td>
<td></td>
<td>Other: Courtesy Delivery Fee</td>
<td>$0.00</td>
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<tr>
<td>4</td>
<td>Capitalized Price Reduction</td>
<td>$0.00</td>
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<td>Tax on Capitalized Price Reduction</td>
<td>$0.00</td>
</tr>
<tr>
<td>5</td>
<td>Tax on Gain Applied From Prior Unit</td>
<td>$0.00</td>
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<td>Tax on Gain On Prior</td>
<td>$0.00</td>
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<tr>
<td>6</td>
<td>Security Deposit</td>
<td>$0.00</td>
<td></td>
<td>Tax on Incentive ( Taxable Incentive Total : $0.00 )</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

*INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable in accordance with the payment instructions of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.
### Aftermarket Equipment Total

<table>
<thead>
<tr>
<th>Description</th>
<th>(B)illed or (C)apped</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>Cargo Floor Liner</td>
<td>C</td>
<td>$ 300.00</td>
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<tr>
<td>Total Aftermarket Equipment Billed</td>
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<td>$ 0.00</td>
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<tr>
<td>Total Aftermarket Equipment Capitalized</td>
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<td>$ 300.00</td>
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<tr>
<td>Aftermarket Equipment Total</td>
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<td>$ 300.00</td>
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VEHICLE INFORMATION:

2022 Ford Transit-350 Passenger XL Rear-Wheel Drive Medium Roof Van 148 in. WB - US
Series ID: X2C

Pricing Summary:

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<thead>
<tr>
<th></th>
<th>INVOICE</th>
<th>MSRP</th>
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<tr>
<td>Base Vehicle</td>
<td>$41,544</td>
<td>$43,730.00</td>
</tr>
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<td>Total Options</td>
<td>$4,042.00</td>
<td>$4,440.00</td>
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<td>Destination Charge</td>
<td>$1,695.00</td>
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<td><strong>Total Price</strong></td>
<td><strong>$47,281.00</strong></td>
<td><strong>$49,865.00</strong></td>
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SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White
Interior: VK-(0 I) Dark Palazzo Gray w/Vinyl Front Bucket Seats

SELECTED OPTIONS:

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<tr>
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<th>MSRP</th>
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<td>148&quot; Wheelbase</td>
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<tr>
<td>21P</td>
<td>Dark Palazzo Gray Vinyl Bucket Seats w/Armrests</td>
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<td>NC</td>
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<td>50-State Emissions System</td>
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<td>44U</td>
<td>Transmission: 10-Spd Automatic w/OD &amp; SelectShift</td>
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<td>57A</td>
<td>Auto Start-Stop Switch Delete</td>
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<td>58U</td>
<td>Radio: AM/FM Stereo</td>
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<td>60C</td>
<td>Cruise Control w/Adjustable Spd Limiting Device</td>
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<td>$325.00</td>
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<td>63X</td>
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<td>64H</td>
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<td>68H</td>
<td>Running Boards</td>
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<td>91M</td>
<td>8 Speakers (4 Front/4 Rear)</td>
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<td>92E</td>
<td>Privacy Glass</td>
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<td>96P</td>
<td>15-Passenger Seats</td>
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<td>$1,495.00</td>
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<td>99G</td>
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<td>$1,775.00</td>
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<td>STDTR</td>
<td>Tires: 235/65R16C 121/119 R AS BSW</td>
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<td>Included</td>
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<tr>
<td>V</td>
<td>Vinyl Front Bucket Seats</td>
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<tr>
<td>VK_03</td>
<td>(0 I) Dark Palazzo Gray w/Vinyl Front Bucket Seats</td>
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<td>X73</td>
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<tr>
<td>YZ_01</td>
<td>(0 P) Oxford White</td>
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CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors: 3
- Rear Cargo Door Type: split swing-out
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Convex Driver Mirror: convex driver and passenger mirror
- Running Boards: running boards
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers
- Body Material: fully galvanized steel body material
- Body Side Cladding: black bodyside cladding
- Grille: black grille

Convenience Features:

- Air Conditioning: manual air conditioning
- Rear Air Conditioning: rear air conditioning
- Cruise Control: cruise control with steering wheel controls, Ford Co-Pilot360 - ACC with ASLD distance pacing
- Power Windows: power windows with driver 1-touch down
- 1/4 Vent Rear Windows: fixed rearmost windows
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- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
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- Headlamp Type: delay-off aero-composite halogen headlamps
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Brake Fluid Warning: brake-fluid warning

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ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
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Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
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Seatbelt Pretensioners: front seatbelt pre-tensioners
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Side Impact Bars: side-impact bars
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4th Row Headrest: manual adjustable fourth row head restraints
Number of 4th Row Headrests: 3 fourth row head restraints

Seats And Trim:
Seating Capacity: max. seating capacity of 15
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Removeable Rear Seats: removeable rear seat
Rear Seat Type: rear bench seat
3rd Row Seat Type: removable third row split-bench seat
Reclining 4th Row Seat: split-bench fourth row seat
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Cargo Space Trim: vinyl/rubber cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light

Standard Engine:
  Engine 310-hp, 3.5-liter V-6 (premium)

Standard Transmission:
  Transmission 10-speed automatic w/ OD and PowerShift automatic
## Open-End (Equity) Lease Rate Quote

**Quote No:** 6131084

**Prepared For:** Effingham County Board of Commissioners

**Callanan, Tim**

**Date:** 12/15/2021

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Series</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>2022</td>
<td>Ford</td>
<td>Transit-350 Passenger</td>
<td>XL Rear-Wheel Drive Medium Roof Van 148 in. WB</td>
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</table>

**Vehicle Order Type:** In-Stock

<table>
<thead>
<tr>
<th>Term</th>
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<th>Customer#</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>GA</td>
<td>505556</td>
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</table>

**In-Stock Capitalized Price of Vehicle:** $43,757.00

**Other Charges:**
- License and Certain Other Charges: $2,785.20 (GA 6.6000% State)
- Initial License Fee: $39.00

**Minimum Residual:**
- Capitalized Price Reduction: $0.00
- Gain Applied From Prior Unit: $0.00
- Tax on Capitalized Price Reduction: $0.00
- Tax on Gain On Prior Unit: $0.00
- Security Deposit: $0.00
- Tax on Incentive (Taxable Incentive Total: $0.00)

**In-Stock Total Capitalized Amount (Delivered Price):** $43,757.00

**Depreciation Reserve:** $590.72 (GA 1.3500% State)

**Monthly Lease Charge (Based on Interest Rate - Subject to a Floor):** $143.78

**Total Monthly Rental Excluding Additional Services:** $734.50

**Additional Fleet Management**

<table>
<thead>
<tr>
<th>Description</th>
<th>Liability Limit</th>
<th>Comp/Coll Deductible</th>
<th>OverMileage Charge</th>
<th>Full Maintenance Program</th>
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<tbody>
<tr>
<td>Master Policy Enrollment Fees</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.0450 Per Mile</td>
<td>$40.55</td>
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<tr>
<td>Commercial Automobile Liability Enrollment</td>
<td>Liability Limit $0.00</td>
<td></td>
<td></td>
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<tr>
<td>Physical Damage Management</td>
<td></td>
<td>0 / 0</td>
<td></td>
<td>$40.55</td>
</tr>
<tr>
<td>Full Maintenance Program</td>
<td>OverMileage Charge $0.0450 Per Mile</td>
<td># Tires 0</td>
<td>Loaner Vehicle Not Included</td>
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<tr>
<td>(3)</td>
<td>60,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incl: # Brake Sets (1 set = 1 Axle)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td># Tires</td>
<td>0</td>
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**Additional Services SubTotal:** $40.55

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<th>Sales Tax</th>
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<tbody>
<tr>
<td>Sales Tax</td>
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</tbody>
</table>

**Total Monthly Rental Including Additional Services:** $775.05

**Reduced Book Value at 60 Months:** $8,313.80

**Service Charge Due at Lease Termination:** $400.00

---

**Quote based on estimated annual mileage of 12,000**

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** Effingham County Board of Commissioners

**TITLE**

**DATE**

---

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1. Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

2. Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3. The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable by Lessee solely for the account of Enterprise Fleet Management, Inc.

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Printed On 12/15/2021 11:27:12 AM
<table>
<thead>
<tr>
<th>Description</th>
<th>(B)illed or (C)apped</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cargo Floor Liner</td>
<td>C</td>
<td>$300.00</td>
</tr>
<tr>
<td>Total Aftermarket Equipment Billed</td>
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<td>$0.00</td>
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<tr>
<td>Total Aftermarket Equipment Capitalized</td>
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<td>$300.00</td>
</tr>
<tr>
<td>Aftermarket Equipment Total</td>
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<td>$300.00</td>
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VEHICLE INFORMATION:

2022 Ford Transit-350 Passenger XL Rear-Wheel Drive Medium Roof Van 148 in. WB - US
Series ID: X2C

Pricing Summary:

<table>
<thead>
<tr>
<th></th>
<th>INVOICE</th>
<th>MSRP</th>
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<tbody>
<tr>
<td>Base Vehicle</td>
<td>$41,544</td>
<td>$43,730.00</td>
</tr>
<tr>
<td>Total Options</td>
<td>$4,042.00</td>
<td>$4,440.00</td>
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<tr>
<td>Destination Charge</td>
<td>$1,695.00</td>
<td>$1,695.00</td>
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<tr>
<td><strong>Total Price</strong></td>
<td><strong>$47,281.00</strong></td>
<td><strong>$49,865.00</strong></td>
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</table>

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White
Interior: VK-(0 I) Dark Palazzo Gray w/Vinyl Front Bucket Seats

SELECTED OPTIONS:

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>INVOICE</th>
<th>MSRP</th>
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</thead>
<tbody>
<tr>
<td>148WB</td>
<td>148&quot; Wheelbase</td>
<td>STD</td>
<td>STD</td>
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<tr>
<td>21P</td>
<td>Dark Palazzo Gray Vinyl Bucket Seats w/Armrests</td>
<td>NC</td>
<td>NC</td>
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<tr>
<td>301A</td>
<td>Order Code 301A</td>
<td>NC</td>
<td>NC</td>
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<tr>
<td>425</td>
<td>50-State Emissions System</td>
<td>STD</td>
<td>STD</td>
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<tr>
<td>44U</td>
<td>Transmission: 10-Spd Automatic w/OD &amp; SelectShift</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>57A</td>
<td>Auto Start-Stop Switch Delete</td>
<td>NC</td>
<td>NC</td>
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<tr>
<td>58U</td>
<td>Radio: AM/FM Stereo</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>60C</td>
<td>Cruise Control w/Adjustable Spd Limiting Device (ASLD)</td>
<td>$296.00</td>
<td>$325.00</td>
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<tr>
<td>63X</td>
<td>Single AGM Battery (70 Amp-hr)</td>
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<td>Included</td>
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<tr>
<td>64H</td>
<td>Wheels: 16&quot; Steel w/Full Silver Cover</td>
<td>$32.00</td>
<td>$35.00</td>
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<tr>
<td>68H</td>
<td>Running Boards</td>
<td>$282.00</td>
<td>$310.00</td>
</tr>
<tr>
<td>91M</td>
<td>8 Speakers (4 Front/4 Rear)</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>92E</td>
<td>Privacy Glass</td>
<td>$455.00</td>
<td>$500.00</td>
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<tr>
<td>96P</td>
<td>15-Passenger Seats</td>
<td>$1,361.00</td>
<td>$1,495.00</td>
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<tr>
<td>99G</td>
<td>Engine: 3.5L EcoBoost V6</td>
<td>$1,616.00</td>
<td>$1,775.00</td>
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<tr>
<td>NONGV</td>
<td>GVWR: 9,400 lbs</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>PAINT</td>
<td>Monotone Paint Application</td>
<td>STD</td>
<td>STD</td>
</tr>
<tr>
<td>STDTR</td>
<td>Tires: 235/65R16C 121/119 R AS BSW</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>V</td>
<td>Vinyl Front Bucket Seats</td>
<td>NC</td>
<td>NC</td>
</tr>
<tr>
<td>VK_03</td>
<td>(0 I) Dark Palazzo Gray w/Vinyl Front Bucket Seats</td>
<td>NC</td>
<td>NC</td>
</tr>
<tr>
<td>X73</td>
<td>3.73 Axle Ratio</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>YZ_01</td>
<td>(0 P) Oxford White</td>
<td>NC</td>
<td>NC</td>
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CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors: 3
- Rear Cargo Door Type: split swing-out
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Convex Driver Mirror: convex driver and passenger mirror
- Running Boards: running boards
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Cargo Light: cargo light

Standard Engine:
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Standard Transmission:
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## Open-End (Equity) Lease Rate Quote

**Prepared For:** Effingham County Board of Commissioners  
Callanan, Tim

**Date:** 11/30/2021  
**AE/AM:** KW0/0JB

### Vehicle Order Information

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Capitalized Price of Vehicle</td>
<td>1</td>
<td>$32,018.00</td>
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<tr>
<td>2</td>
<td>License and Certain Other Charges</td>
<td>6.6000% State GA</td>
<td>$2,014.91</td>
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<tr>
<td>3</td>
<td>Initial License Fee</td>
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<td>$39.00</td>
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<tr>
<td>4</td>
<td>Registration Fee</td>
<td></td>
<td>$0.00</td>
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<tr>
<td>5</td>
<td>Other: Courtesy Delivery Fee</td>
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<tr>
<td>6</td>
<td>Tax on Capitalized Price Reduction</td>
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<tr>
<td>7</td>
<td>Tax on Gain Applied From Prior Unit</td>
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<tr>
<td>8</td>
<td>Tax on Gain On Prior</td>
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<td>$0.00</td>
</tr>
<tr>
<td>9</td>
<td>Security Deposit</td>
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<tr>
<td>10</td>
<td>Tax on Incentive (Taxable Incentive Total: $0.00)</td>
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<td>$0.00</td>
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$32,218.00 Total Capitalized Amount (Delivered Price)

$434.94 Depreciation Reserve @ 1.3500%

$104.11 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)

### Additional Services SubTotal

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tr>
<td>1</td>
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<td>6</td>
<td>Contract Miles</td>
<td></td>
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<tr>
<td>7</td>
<td>Incl: # Brake Sets (1 set = 1 Axle)</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>8</td>
<td># Tires</td>
<td></td>
<td>$0.00</td>
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<tr>
<td>9</td>
<td>OverMileage Charge</td>
<td></td>
<td>$0.0450 Per Mile</td>
</tr>
<tr>
<td>10</td>
<td>Loaner Vehicle Not Included</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Total Monthly Rental Including Additional Services

$539.05

### Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduced Book Value at 60 Months</td>
<td>$6,121.60</td>
</tr>
<tr>
<td>Service Charge Due at Lease Termination</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold. ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages if Lessee fails to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee. **LESSEE** Effingham County Board of Commissioners  
**BY**  
**TITLE**  
**DATE**

---

1. Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer’s Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

2. Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3. The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable by Lessee solely for the account of Enterprise Fleet Management, Inc.

*INDICATES ITEMS TO BE BILLED ON DELIVERY.*
## VEHICLE INFORMATION:

2022 Ford F-150 XL 4x2 SuperCrew Cab 5.5 ft. box 145 in. WB - US  
Series ID: W1C

## Pricing Summary:

<table>
<thead>
<tr>
<th></th>
<th>INVOICE</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Vehicle</td>
<td>$35,669</td>
<td>$37,350.00</td>
</tr>
<tr>
<td>Total Options</td>
<td>$3,228.00</td>
<td>$3,545.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$1,695.00</td>
<td>$1,695.00</td>
</tr>
<tr>
<td><strong>Total Price</strong></td>
<td><strong>$40,592.00</strong></td>
<td><strong>$42,590.00</strong></td>
</tr>
</tbody>
</table>

## SELECTED COLOR:

**Exterior:** YZ-(0 P) Oxford White  
**Interior:** AS-(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

## SELECTED OPTIONS:

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>INVOICE</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>100A</td>
<td>Equipment Group 100A Standard</td>
<td>NC</td>
<td>NC</td>
</tr>
<tr>
<td>145WB</td>
<td>145&quot; Wheelbase</td>
<td>STD</td>
<td>STD</td>
</tr>
<tr>
<td>425</td>
<td>50 State Emissions</td>
<td>NC</td>
<td>NC</td>
</tr>
<tr>
<td>44G</td>
<td>Transmission: Electronic 10-Speed Automatic</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>50S</td>
<td>Cruise Control</td>
<td>$205.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>53A</td>
<td>Trailer Tow Package</td>
<td>$888.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>53B</td>
<td>Class IV Trailer Hitch Receiver</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>64C</td>
<td>Wheels: 17&quot; Silver Steel</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>67T</td>
<td>Integrated Trailer Brake Controller</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>96P</td>
<td>Plastic Drop-In Bedliner</td>
<td>$319.00</td>
<td>$350.00</td>
</tr>
<tr>
<td>995</td>
<td>Engine: 5.0L V8</td>
<td>$1,816.00</td>
<td>$1,995.00</td>
</tr>
<tr>
<td>A</td>
<td>Vinyl 40/20/40 Front Seat</td>
<td>NC</td>
<td>NC</td>
</tr>
<tr>
<td>AS_02</td>
<td>(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat</td>
<td>NC</td>
<td>NC</td>
</tr>
<tr>
<td>NONGV2</td>
<td>GVWR: 6,800 lbs Payload Package</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>PAINT</td>
<td>Monotone Paint Application</td>
<td>STD</td>
<td>STD</td>
</tr>
<tr>
<td>STDRD</td>
<td>Radio: AM/FM Stereo w/6 Speakers</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>STDTR</td>
<td>Tires: 245/70R17 BSW A/S</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>SYNC</td>
<td>SYNC 4</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>WARRANT</td>
<td>Fleet Customer Powertrain Limited Warranty</td>
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</tr>
<tr>
<td>X15</td>
<td>3.15 Axle Ratio</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>YZ_01</td>
<td>(0 P) Oxford White</td>
<td>NC</td>
<td>NC</td>
</tr>
</tbody>
</table>
CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors: 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Convex Driver Mirror: convex driver and passenger mirror
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip
- Rear Step Bumper: rear step bumper
- Bed Liner: bed liner
- Box Style: regular
- Body Material: aluminum body material
- : class IV trailering with harness, hitch, brake controller
- Grille: black grille

Convenience Features:
- Air Conditioning: manual air conditioning
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote engine start - smart device only
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Overhead Console: full overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- IP Storage: bin instrument-panel storage
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:
- radio: AM/FM stereo with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type: delay-off aero-composite halogen headlamps
- Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance
- Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac with Curve Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:
Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: metal-look interior accents

Standard Engine:
Engine 400-hp, 5.0-liter V-8 (regular gas)

Standard Transmission:
Transmission 10-speed automatic w/ OD and PowerShift automatic
Staff Report
Subject: Ratification of approval for the order of additional finishing options to the Admin copier and lease of a new copier for HR from Ricoh for the new Admin Complex
Author: Alison Bruton, Purchasing Agent
Department: Meeting Date: January 4, 2022
Item Description: Ratification of approval for the order of additional finishing options to the Admin copier and lease of a new copier for HR from Ricoh

Summary Recommendation: Staff recommends approval of the ratification for the order of additional finishing options to the Admin copier and lease of a new copier for HR from Ricoh

Executive Summary/Background:
- In the old Admin Complex, multiple departments would utilize the MPC6503 copier that was located downstairs near HR and the County Clerk’s offices. This was the main copier used by the HR department. Now that they are separated in the new building, HR needed a copier for their department. The decision was made that a IMC4500 would suit their needs. The lease is for a 15-month term to keep it consistent with the other copier leases. The cost for this lease is an additional $118.39/month.
- Development Services had been operating with an IMC6000 copier in their old location, which was not fully conducive to their needs or the size of their department. With 15 people in the department, they had requested a MPC6503 to replace their IMC6000. Instead of leasing another MPC6503, the decision was made to move the Admin MPC6503 to Development Services and the IMC6000 from Dev. Serv. to the Admin suite. To fully accommodate the Commissioners, County Clerk, and County Manager departments, a booklet finisher addition was needed on the IMC6000. This is a 15-month term addition to keep it consistent with the other copier leases. The cost for the lease is an additional $591.93/month.

Alternatives for Commission to Consider
1. Ratification of approval for the order of additional finishing options to the Admin copier and lease of a new copier for HR from Ricoh for the new Admin Complex
2. Take no action

Recommended Alternative: 1
Other Alternatives: 2
Department Review: County Manager, Purchasing, Finance
Funding Source:
Attachments:
1. Ricoh documentation for Admin booklet finisher addition
2. Ricoh documentation for HR copier IMC4500
Co-Terminus Accessory Addition Amendment

This CO-TERMINUS ACCESSORY ADDITION AMENDMENT (this “Amendment”), dated as of the 03 day of Dec, 2021, is to that certain agreement/product schedule no. 1038113 - (the “Agreement”), between Ricoh USA, Inc. or, if applicable, the party identified below (“we” or “us”) and EFFINGHAM COUNTY BOARD OF COMMISSIONERS as customer (“Customer” or “you”). Except to the extent modified by this Amendment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

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

### Additional Accessory(ies) To Be Added:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Accessory Make/Model</th>
<th>Serial Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>BOOKLET FINISHER SR3270</td>
<td></td>
</tr>
</tbody>
</table>

### Original Equipment/Product:

<table>
<thead>
<tr>
<th>Make/Model</th>
<th>Serial Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3149RC00172</td>
</tr>
</tbody>
</table>

Minimum Periodic Payment Change (not including taxes): The minimum periodic payment required under the Agreement will increase by $118.39.

Additional Provisions: You are applying to us to amend the Agreement as described above. The above Additional Accessory(ies) will be added on a “co-terminus” basis to the above Agreement (that is, the term for the Additional Accessory(ies) will expire on the same date as the term of the Agreement for the original equipment/product).

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

**CUSTOMER**

[Signature]

12/3/2021

Tim Callanan
County Manager

---

**Ricoh USA, Inc.**

[Signature]

Authorized Signature

12/3/2021

Authorized Signature

Print Authorized Signer Name
Title
This Equipment Sale and Maintenance Agreement (“Maintenance Agreement”) sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. (“Ricoh”). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the “Contract Period”), including any and all exercised renewal periods, (the “Contract”). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the “Order”), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year’s Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) (“Normal Business Hours”), as follows (collectively, the “Maintenance Services”):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment: (v) Unless otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation
of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer’s website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer’s published specifications, which shall be provided upon Customer’s request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After such termination, Ricoh will make service available on a “Time and Material Rate” basis at Ricoh’s then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the “Initial Term”) so long as no ongoing default exists on Customer’s part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.

71185v3
(a) Maintenance service charges (“Maintenance Charges”) will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional image charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh’s then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide “360 degree” service access to the Equipment, subject to Customer’s usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available “on site” for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer’s location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer’s facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH’S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer’s call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response
time is measured in aggregate for all Equipment covered by the Order.

(b) **Uptime.** Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer’s performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) **Replacement of Equipment.** Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer’s specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. **DATA MANAGEMENT SERVICES.** The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium (“Data Management Services”). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer’s location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.

- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. **PURCHASES OF EQUIPMENT FOR CASH.** In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate (in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured
equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer’s principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

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

CUSTOMER

By: [Signature]
Name: Tim Callanan
Title: County Manager
Date: 12/3/2021

RICOH USA, INC.

By: [Signature]
Name: [Signature]
Title: County Manager
Date: 12/3/2021
U.S. Communities Product Schedule

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

CUSTOMER INFORMATION

| EFFINGHAM COUNTY BOARD OF COMMISSIONERS | Matt Cruikshank |
| Customer (Bill To) | Billing Contact Name |
| 404 S LAUREL ST | 601 N LAUREL ST |
| Product Location Address | Billing Address (if different from location address) |
| SPRINGFIELD | SPRINGFIELD |
| EFFINGHAM | EFFINGHAM |
| GA | GA |
| 31329-9260 | 31329-6816 |
| City | City |
| County | County |
| State | State |
| Zip | Zip |
| Billing Contact Telephone Number | Billing Contact Facsimile Number |
| (912)754-8100 | support@effinghamcounty.org |

PRODUCT/EQUIPMENT DESCRIPTION (“Product”)

<table>
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<th>Qty</th>
<th>Product Description: Make &amp; Model</th>
<th>Street Address/City/State/Zip</th>
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<tr>
<td>1</td>
<td>BOOKLET FINISHER SR3270</td>
<td>404 S LAUREL ST, SPRINGFIELD, GA, 31329-9260, US</td>
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PAYMENT SCHEDULE

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<th>Minimum Payment Billing Frequency</th>
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<tr>
<td>15</td>
<td>$118.39</td>
<td>☐ Monthly ☐ Quarterly ☐ Other: __________________</td>
<td>☐ 1st Payment ☐ 1st &amp; Last Payment ☐ Other: __________________</td>
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Sales Tax Exempt: ☐ YES (Attach Exemption Certificate) | Customer Billing Reference Number (P.O. #, etc.)

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: )

TERMS AND CONDITIONS

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

2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.
3. Additional Provisions (if any) are:

______________________________________________________________________________________________________________________________

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

<table>
<thead>
<tr>
<th>CUSTOMER</th>
<th>Accepted by: RICOH USA, INC.</th>
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<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td></td>
<td>X</td>
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<tr>
<td>Authorized Signer Signature</td>
<td>Authorized Signer Signature</td>
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<tr>
<td>Tim Callanan</td>
<td></td>
</tr>
<tr>
<td>Printed Name:</td>
<td>Printed Name:</td>
</tr>
<tr>
<td>County Manager</td>
<td>12/3/2021</td>
</tr>
<tr>
<td>Title:</td>
<td>Date:</td>
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Authorized Signer Signature
Tim Callanan

Printed Name: County Manager
12/3/2021

Title: Date:
### Certificate Of Completion

**Envelope Id:** EAD07F5F081F43878F74A5A8A670D3F8  
**Status:** Completed  
**Subject:** Ricoh Docs for EFFINGHAM COUNTY BOARD OF COMMISSIONERS to Review & Sign (Quote 30482398)

**Source Envelope:**
- **Document Pages:** 8  
- **Certificate Pages:** 4  
- **AutoNav:** Enabled  
- **Envelope Stamping:** Enabled  
- **Time Zone:** (UTC-08:00) Pacific Time (US & Canada)

**Envelope Originator:**
- **Ricoh DocuSign**  
- **PO Box 6117**  
- **Macon, GA 31208**  
- **RicohDocuSign@Ricoh-usa.com**  
- **IP Address:** 205.145.18.4

**Record Tracking**
- **Status:** Original  
- **Holder:** Ricoh DocuSign  
- **RicohDocuSign@Ricoh-usa.com**  
- **Location:** DocuSign

**Signer Events**

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<th>Timestamp</th>
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| Tim Callanan  
tcallanan@effinghamcounty.org  
Security Level: Email, Account Authentication (None) | Sent: 12/3/2021 6:01:43 AM  
Viewed: 12/3/2021 6:39:08 AM  
Signed: 12/3/2021 6:39:52 AM |

**Electronic Record and Signature Disclosure:**
- **Accepted:** 12/3/2021 6:39:08 AM  
  **ID:** a7e3466b-b19c-4a8a-89ad-db23be5fde92

**In Person Signer Events**

**Editor Delivery Events**

**Agent Delivery Events**

**Intermediary Delivery Events**

**Certified Delivery Events**

**Carbon Copy Events**

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| Tolmie Heather Holcombe  
Heather.Tolmie@ricoh-usa.com  
Security Level: Email, Account Authentication (None) | Sent: 12/3/2021 6:01:43 AM  
Viewed: 12/3/2021 6:02:19 AM |

**Electronic Record and Signature Disclosure:**
- **Accepted:** 7/16/2021 11:15:07 AM  
  **ID:** d042de83-e854-488e-a2b1-7a2c57d0ff4f

**Witness Events**

**Notary Events**

**Envelope Summary Events**

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### Item XIII. 4.

**Copied**
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<th>Payment Events</th>
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<tbody>
<tr>
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</table>
CONSUMER DISCLOSURE
From time to time, RICOH USA Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the ‘I agree’ button at the bottom of this document.

Getting paper copies
At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

Withdrawing your consent
If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind
If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign ‘Withdraw Consent’ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically
Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact RICOH USA Inc.
Please contact your Ricoh Sales Executive directly for any questions or to change your preferred contact method.

**To withdraw your consent with RICOH USA Inc.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent.

**Required hardware and software**

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</tr>
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<td>PDF Reader:</td>
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<td>Allow per session cookies</td>
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**These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.**

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify RICOH USA Inc.as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by RICOH USA Inc. during the course of my relationship with you.
This Equipment Sale and Maintenance Agreement (“Maintenance Agreement”) sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. (“Ricoh”). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the “Contract Period”), including any and all exercised renewal periods, (the “Contract”). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the “Order”), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year’s Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) (“Normal Business Hours”), as follows (collectively, the “Maintenance Services”):

   (a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

   (b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

   (c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment: (v) Unless otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation
of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer’s website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer’s published specifications, which shall be provided upon Customer’s request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a “Time and Material Rate” basis at Ricoh’s then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the “Initial Term”) so long as no ongoing default exists on Customer’s part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.
(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh’s then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide “360 degree” service access to the Equipment, subject to Customer’s usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available “on site” for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer’s location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer’s facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH’S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer’s call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response
time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer’s performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer’s specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. DATA MANAGEMENT SERVICES. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium (“Data Management Services”). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

• Hard Drive Surrender Service. Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer’s location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.

• Data Overwrite Security System (DOSS). DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate (in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured
equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer’s principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

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

**CUSTOMER**

By: 
Name: Tim Callanan  
Title: County Manager  
Date: 12/13/2021  

**RICOH USA, INC.**

By: 
Name:  
Title:  
Date: 12/13/2021
ORDER AGREEMENT

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

Sales Type: LEASE

EQUIPMENT BILL TO INFORMATION

Customer Legal Name: EFFINGHAM COUNTY BOARD OF COMMISSIONERS
Address Line 1: 601 N LAUREL ST
Address Line 2: 
City: SPRINGFIELD
ST/Zip: GA/31329-6816
County: EFFINGHAM

Contact: Alison Bruton
Phone: (912)754-2159
E-mail: ABrunton@EffinghamCounty.org

Check all that apply:
☐ PO Included PO#
☐ TS PO# (if applicable)
☐ Sales Tax Exempt (Attach Valid Exemption Certificate)
☐ Syndication
☐ Fixed Rate Service Term 60 Months
☐ Add to Existing Service Contract #

SERVICE INFORMATION

SERVICE BILL TO INFORMATION

Customer Legal Name: EFFINGHAM COUNTY BOARD OF COMMISSIONERS
Address Line 1: 601 N LAUREL ST
Address Line 2: 
City: SPRINGFIELD
ST/Zip: GA/31329-6816
County: EFFINGHAM

Contact: Alison Bruton
Phone: (912)754-2159
E-mail: ABrunton@EffinghamCounty.org

Service Term (Months) Base Billing Frequency Overage Billing Frequency Service Type
15 MONTHLY MONTHLY GOLD

SHIP TO INFORMATION

Customer Name: EFFINGHAM COUNTY SUPERIOR COURT
Address Line 1 804 S LAUREL ST
Address Line 2 HR
City SPRINGFIELD
ST/Zip GA/31329-9235
County EFFINGHAM
Contact Alison Bruton
Phone (912)754-2159
E-mail ABrunton@EffinghamCounty.org
Fax

PRODUCT INFORMATION

Product Description RICOH IMC4500 CONFIGURABLE PTO MODEL
QTY 1
Service Level GOLD
Total B/W Allowance 0 MONTHLY
B/W Ovg 0.0077
Total Color Allowance 0 MONTHLY
Color Ovg 0.0499
Service Base $0.00

12/7/2021
Version#1.1
# BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

<table>
<thead>
<tr>
<th>Service Type Offering</th>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>TS NETWORK &amp; SCAN - SEG BC4</td>
<td>TS-TRAINING STANDARD HARDWARE ONLY</td>
<td>1 1</td>
</tr>
</tbody>
</table>

## ORDER TOTALS

<table>
<thead>
<tr>
<th>Service Type Offering</th>
<th>Description</th>
<th>Product Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gold</td>
<td>Includes all supplies and staples. Excludes paper.</td>
<td></td>
</tr>
<tr>
<td>Silver</td>
<td>Includes all supplies. Excludes paper and staples.</td>
<td></td>
</tr>
<tr>
<td>Bronze</td>
<td>Parts and labor only. Excludes paper, staples and supplies.</td>
<td></td>
</tr>
<tr>
<td>Additional Provisions</td>
<td>Insert ANY additional provisions here</td>
<td></td>
</tr>
</tbody>
</table>

- **Gold**: Includes all supplies and staples. Excludes paper.
- **Silver**: Includes all supplies. Excludes paper and staples.
- **Bronze**: Parts and labor only. Excludes paper, staples and supplies.

Additional Provisions: Insert ANY additional provisions here

Per US Communities Contract 4400003732

---

**Accepted by Customer**

<table>
<thead>
<tr>
<th>Accepted: Ricoh USA, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Signature:</td>
</tr>
<tr>
<td>Printed Name: Tim Callanan</td>
</tr>
<tr>
<td>Title: County Manager</td>
</tr>
<tr>
<td>Date 12/13/2021</td>
</tr>
</tbody>
</table>

---

**Accepted by Customer**

| Authorized Signature:     |
| Printed Name:             |
| Title:                    |
| Date 12/13/2021           |
U.S. Communities Product Schedule

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

CUSTOMER INFORMATION

<table>
<thead>
<tr>
<th>Effingham County Board of Commissioners</th>
<th>Alison Braton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer (Bill To)</td>
<td>Billing Contact Name</td>
</tr>
<tr>
<td>804 S Laurel St</td>
<td>601 N Laurel St</td>
</tr>
<tr>
<td>Product Location Address</td>
<td>Billing Address (if different from location address)</td>
</tr>
<tr>
<td>Springfield, GA 31329-9235</td>
<td>Springfield, GA 31329-6816</td>
</tr>
<tr>
<td>City</td>
<td>City</td>
</tr>
<tr>
<td>Effingham, GA</td>
<td>Effingham, GA</td>
</tr>
<tr>
<td>County</td>
<td>County</td>
</tr>
<tr>
<td>804 S Laurel St</td>
<td>804 S Laurel St</td>
</tr>
<tr>
<td>31329-9235</td>
<td>31329-6816</td>
</tr>
<tr>
<td>State</td>
<td>State</td>
</tr>
<tr>
<td>Springfield</td>
<td>Springfield</td>
</tr>
<tr>
<td>Zip</td>
<td>Zip</td>
</tr>
<tr>
<td>31329-9235</td>
<td>31329-6816</td>
</tr>
<tr>
<td>Address/City/State/Zip</td>
<td>Billing Contact Telephone Number</td>
</tr>
<tr>
<td>804 S Laurel St</td>
<td>(912)755-2159</td>
</tr>
<tr>
<td>Billing Contact Facsimile Number</td>
<td>Billing Contact Facsimile Number</td>
</tr>
<tr>
<td><a href="mailto:ABraton@EffinghamCounty.org">ABraton@EffinghamCounty.org</a></td>
<td>804 S Laurel St, Springfield, GA, 31329-9235, US</td>
</tr>
</tbody>
</table>

PRODUCT/EQUIPMENT DESCRIPTION (“Product”)

<table>
<thead>
<tr>
<th>Qty</th>
<th>Product Description: Make&amp; Model</th>
<th>Street Address/City/State/Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RICOH IMC4500 CONFIGURABLE PTO MODEL</td>
<td>804 S Laurel St, Springfield, GA, 31329-9235, US</td>
</tr>
</tbody>
</table>

PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>Minimum Term (months)</th>
<th>Minimum Payment (Without Tax)</th>
<th>Minimum Payment Billing Frequency</th>
<th>Advance Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>$591.93</td>
<td>☑ Monthly</td>
<td>1st Payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>☐ Quarterly</td>
<td>1st &amp; Last Payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>☐ Other: _________________________</td>
<td>Other: __________</td>
</tr>
</tbody>
</table>

Sales Tax Exempt: ☐ YES (Attach Exemption Certificate)

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: )

Customer Billing Reference Number (P.O. #, etc.)

TERMS AND CONDITIONS

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

2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.
3. Additional Provisions (if any) are: Per US Communities Contract 4400003732

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

<table>
<thead>
<tr>
<th>CUSTOMER</th>
<th>Accepted by: RICOH USA, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>( \checkmark )</td>
<td>( \checkmark )</td>
</tr>
<tr>
<td>Authorized Signer</td>
<td>Authorized Signer</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Tim Callanan</td>
<td></td>
</tr>
<tr>
<td>Printed Name:</td>
<td></td>
</tr>
<tr>
<td>County Manager</td>
<td></td>
</tr>
<tr>
<td>12/13/2021</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

Authorized Signer Signature

Printed Name: _______________________________

Title: ____________________________

Date: ____________
Certificate Of Completion

Envelop Id: BE6E1F4A1F1D488CB0494BCE78D389A5 Status: Completed
Subject: Ricoh Docs for EFFINGHAM COUNTY BOARD OF COMMISSIONERS to Review & Sign (Quote 30505512)
Source Envelope:
Document Pages: 9 Signatures: 3 Envelope Originator:
Certificate Pages: 4 Initials: 2 Ricoh DocuSign
AutoNav: Enabled PO Box 6117
Enveloped Stamping: Enabled Macon, GA 31208
Time Zone: (UTC-08:00) Pacific Time (US & Canada) RicohDocuSign@Ricoh-usa.com
IP Address: 205.145.18.4

Record Tracking
Status: Original
12/7/2021 6:39:38 AM Holder: Ricoh DocuSign
RicohDocuSign@Ricoh-usa.com Location: DocuSign

Signer Events
Signature Adoption: Drawn on Device
Using IP Address: 209.107.179.41
Signed using mobile

Electronic Record and Signature Disclosure:
Accepted: 12/13/2021 3:37:38 AM
ID: fcd79d8f-b7a1-449e-b1c7-fd7019882c44

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events
Tolmie Heather Holcombe
Heather.Tolmie@ricoh-usa.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 12/9/2021 5:01:18 AM
ID: 86f48f7f-21ae-4f40-a424-a8bafc7de7ba

Witness Events

Notary Events

Envelope Summary Events
Envelope Sent Hashed/Encrypted 12/7/2021 6:39:40 AM
Certified Delivered Security Checked 12/13/2021 3:37:38 AM
Signing Complete Security Checked 12/13/2021 3:38:00 AM
Completed Security Checked 12/13/2021 3:38:00 AM

COPIED
<table>
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<tr>
<th>Payment Events</th>
<th>Status</th>
<th>Timestamps</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electronic Record and Signature Disclosure</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CONSUMER DISCLOSURE
From time to time, RICOH USA Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the ‘I agree’ button at the bottom of this document.

Getting paper copies
At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

Withdrawing your consent
If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind
If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign ‘Withdraw Consent’ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically
Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact RICOH USA Inc.
Please contact your Ricoh Sales Executive directly for any questions or to change your preferred contact method.

To withdraw your consent with RICOH USA Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent.

**Required hardware and software**

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Browsers:</td>
<td>Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)</td>
</tr>
<tr>
<td>PDF Reader:</td>
<td>Acrobat® or similar software may be required to view and print PDF files</td>
</tr>
<tr>
<td>Screen Resolution:</td>
<td>800 x 600 minimum</td>
</tr>
<tr>
<td>Enabled Security Settings:</td>
<td>Allow per session cookies</td>
</tr>
</tbody>
</table>

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify RICOH USA Inc.as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by RICOH USA Inc. during the course of my relationship with you.
Staff Report

Subject: Consideration to Approve a Resolution of Surplus
Author: Alison Bruton, Purchasing Agent
Department: Public Works
Meeting Date: January 4, 2022
Item Description: Surplus

Summary Recommendation: Staff recommends approval of the Resolution

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

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: Public Works, Purchasing

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 January 4, 2022 by this resolution declare the following described property surplus and authorize the public sale, or disposal thereof:

<table>
<thead>
<tr>
<th>Description</th>
<th>Department</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Serial Number / Identifying Number</th>
<th>Amount</th>
<th>UOM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patch Truck</td>
<td>Public Works</td>
<td>2008</td>
<td>GMC</td>
<td>T7500</td>
<td>1GDM7F188/F418025</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 January 2022

______________________________________________________________
Effingham County Board of Commissioners

ATTEST:

______________________________________________________________
Stephanie Johnson, County Clerk
Staff Report

Subject: Approval of Agreement with i3 Verticals, LLC (dba CJT Software) for a new software program for Effingham County Probate Court
Author: Alison Bruton, Purchasing Agent
Department: Probate Court
Meeting Date: January 4, 2022
Item Description: Approval of Agreement with i3 Verticals, LLC (dba CJT Software)

Summary Recommendation: Staff recommends approval of Agreement with i3 Verticals, LLC (dba CJT Software) for a new software program for Effingham County Probate Court

Executive Summary/Background:

- Effingham County Probate Court is in need of an updated software program for their department. Some of the included items are:
  - Case Management
  - Online Marriage and Firearm Applications
  - Caseload Reporting
  - Automatic State mandated updates
  - Data backup and more
- The Effingham County Law Library will pay the initial start-up fee of $25,000.00 and Probate Court will be responsible for the $450.00 monthly fee from their operating budget.
- The initial term of this agreement is for three (3) years and will renew for successive terms of one (1) year unless either party provides written notice with intent not to renew as specified in the agreement.
- This agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Approval of Agreement with i3 Verticals, LLC (dba CJT Software) for a new software program for Effingham County Probate Court
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, Probate, Finance

Funding Source: Probate Operating Budget

Attachments:

1. Letter from Effingham County Law Library regarding initial payment
2. Agreement with i3 Verticals, LLC (dba CJT Software)
December 16, 2021

To: Judge Beth Rahn Mosley
From: Jason E. Bragg, Clerk of Court
RE: Law Library Fund / Payment for CJT Software

Judge Mosley,

The Effingham County Law Library Fund will have unanimously agreed to make the down payment of $25,256.00 to CJT Software for your software package. Please accept this as proof for payment. We will write the check upon submission of an invoice.

Best Wishes!

Jason E. Bragg, Clerk
Clerk, Superior Court
Sec. Law Library Committee
Effingham County

“SERVING ALL CITIZENS WITH PROFESSIONALISM, INTEGRITY AND HONOR”
CJT Software License for Application and Support Agreement

This License is for Web-Based Application and Support Agreement (this “Agreement”) is entered into as of the 13th day of December 2021 (the “Effective Date”) between Effingham County Probate Court 700 North Pine St Suite 146 Springfield, GA 31329 (“Customer”) and i3 Verticals, LLC (dba CJT Software) a Delaware limited liability company having its principal offices at 115 Academy St Suite 200 Canton GA 30114 (“CJT”). Mailing Address P.O. Box 5298, Canton, GA 30114.

1. DEFINITIONS
In addition to capitalized terms later defined herein, the following capitalized terms shall have the following meanings:

(a) “Customer” means the court or other entity which has accepted this Agreement and licensed the Application.

(b) “Deliverables” means the Products and the Services (as those terms are defined below).

(c) “Documentation” means the user documentation and any other operating, training, and reference manuals relating to the use of the Application, as supplied by CJT to Customer, including any modifications and derivative works thereof.

(d) “Error” means a substantial reproducible failure of the Application to conform to the specifications set forth in the applicable end user Documentation.

(e) “Error Correction” means either a modification or addition to, or deletion from the Application that, when made to such Application, establishes substantial conformity of such Application to the specifications therefore as set forth in the applicable end user Documentation, or a procedure or routine that, when observed in the regular operation of the Application, eliminates the practical adverse effect of such Error on Customer and is indicated by a change in the third digit of a version number, e.g. from 5.0.1 to 5.0.2.

(f) “Attachment” means an attachment to this Agreement signed by both parties and incorporated herein by this reference.

(g) “Major Release” means a revision to the Application that is not separately marketed by CJT as indicated by a change in the first digit of a version number, e.g., from 4.0.0 to 5.0.0.

(h) “Minor Release” means a revision to the Application which is not separately marketed by CJT as indicated by a change in the second digit, e.g., from 4.0.0 to 4.1.0.

(i) “Products” means the Application, Documentation and any hardware purchased by Customer from CJT (the “Hardware”).

(j) “Release” means either a Major Release or a Minor Release.

(k) “Services” means the Support Services, Training Services, Integration Services, Additional Services (if any are ordered by Customer), and any other services provided by CJT to Customer pursuant to this Agreement or an Attachment.

(l) “Application” means access to the CJT program with which this license is distributed as set forth on an Attachment.

(m) “Users” means Customer’s employees who are permitted to use the Application as described in Section 2 below and as may be limited by an Attachment.

2. LICENSE OF APPLICATION

2.1. Subject to the terms and conditions of this Agreement, including, without limitation, the payment of any “License and Maintenance Fees” (as defined in Section 8) and any additional restrictions set forth on the applicable Attachment for the Application, CJT hereby grants to Customer a non-exclusive, non-transferable license during the “Initial Term” and any “Renewal Terms” (each defined in Section 11 below):
(a) to use, and allow Users to use, the Application in executable code form only, with the number of copies designated on the Attachment, for Customer’s internal, in-house purposes only to access and process Customer’s data, which will be stored on CJT’s cloud server;
(b) to use the Documentation as reasonably necessary for Customer’s internal use related to the Application license granted under subsection (a) above.

2.2 Customer is responsible for all use of Customer’s account and maintaining the confidentiality of all usernames, passwords and related information. Customer hereby covenants that Customer will not permit the sharing of usernames, passwords and account numbers and related information by Customer’s employees, agents, independent contractors, officers, managers, directors or other affiliated entities; provided, however, if a User leaves Customer’s employ or transfers to an unrelated position in Customer’s employ, Customer may designate a replacement User without charge. When selecting usernames, Customer shall select unique usernames and such usernames shall not be obscene, defamatory, harassing, offensive or malicious.

2.3. Customer agrees that any additional Application or services purchased by Customer that are not accompanied by a corresponding agreement at the time of purchase or access will be covered under the terms of this Agreement.

3. RESERVATION OF RIGHTS

CJT reserves all rights not expressly granted herein. Customer and Users may use the Application and Documentation only to access and process Customer’s own data and may not: (i) use, or permit any third party to use, the Application or Documentation for time-sharing, rental, or service bureau purposes; (ii) copy, modify, sublicense, distribute, transfer, transmit or translate the Application or Documentation; or (iii) reverse engineer, decompile, disassemble or obtain possession of any source code or other technical material relating to the Application except only and to the extent otherwise permitted by applicable law. Customer shall not remove any proprietary notices on the Application and Documentation and shall affix all proprietary notices affixed to the original Application and Documentation delivered to Customer to all copies of the Application and Documentation permitted to be made hereunder. Customer shall take reasonable efforts to ensure that the Users adhere to the terms of this Agreement, including without limitation the terms of Sections 2, 3 and 12 hereof. Customer agrees to be responsible for any of Customer’s employee’s breach of the terms hereof.

4. INTEGRATION SERVICES

If purchased by Customer and as set forth on an Attachment, CJT will provide a link to the Application to Customer and integrate and configure such Application at Customer’s location(s) (“Integration Services”). If Customer purchases Hardware from CJT, Integration Services may include installation of the Hardware, if set forth on the applicable Attachment. The date that CJT completes the foregoing Integration is referred to as the “Integration Date.” All other quoted Integration dates, including dates related to terms such as “Integration,” “completion of training” and “live,” if any, are estimates only and shall not constitute obligations of CJT.

5. TRAINING SERVICES

If Customer has paid training fees associated with the Application as set forth on Attachment A (“Training Fees”), CJT shall provide the Training Services, for the number of days and designated Users, as set forth on the Attachment. Customer shall be solely responsible for all transportation, lodging, meals or any other expenses incurred by Customer’s Users attending such Training Services.
6. SUPPORT SERVICES

During the term of the Agreement, and subject to the terms and conditions hereof, CJT agrees to provide to Customer the following support services with respect to the Application (collectively, the "Support Services"):

6.1. CJT shall provide Customer technical assistance by telephone or on-line with the Integration and use of the Application, the identification of Application problems and the reporting of Errors. CJT will respond to phone calls from Support Contacts pursuant to the terms of Exhibit B attached hereto and made a part hereof by this reference. Customer shall designate no more than two (2) technical contacts to request and receive telephone or on-line support services from CJT as set forth below ("Support Contacts").

6.2. CJT will use commercially reasonable efforts to correct all Errors. Upon delivery of an Error Correction, such Error Correction shall be considered to be a part of the Application.

6.3. CJT shall make available to Customer from time to time each Minor and Major Release of the Application that CJT makes generally available without additional charge to its customers. It is anticipated that Minor Releases will be done specifically for Error Corrections, with Major Releases to be done quarterly.

6.4. CJT shall not be responsible for: (a) correcting Errors resulting from misuse, negligence, revision, modification, or improper use by Customer or any other person or entity of the Application or any portion thereof; (b) Application or hardware other than the Application (or Hardware, to the extent Customer has purchased maintenance services for the Hardware specified in an Attachment); (c) failure by Customer to install mandatory Error Corrections or Releases provided to Customer by CJT from time to time; (d) Application (i) installed on any equipment other than that possessing the minimum requirements set forth in the Documentation or (ii) used with any Application not specified in the applicable end user Documentation. In the event CJT provides support for support claims by Customer arising from the foregoing, such services shall be billed to Customer as Additional Services (defined below). In no event shall CJT be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of this Application or with the delay or inability to use it (or any linked sites), or for any information, Application, products and services obtained through this Application, or otherwise arising out of the use of this Application, the Internet generally, the failure of Customer to properly network its computer systems. Access blockages caused by Customer's own firewalls, or on any other basis (whether based on contact, tort, strict liability or otherwise).

7. ADDITIONAL SERVICES

Customer may request and CJT may provide, subject to CJT's agreement, the availability of CJT personnel and both parties' execution of an Attachment, additional services related to the Application and Hardware that are not previously identified on an Attachment (the "Additional Services"). The Additional Services shall be charged to Customer at CJT's then current time and materials charges, together with the cost of any additional or replacement hardware or other components provided in connection with such Additional Services. All on-site support services provided by CJT are billed as Additional Services.

8. FEES, EXPENSES, AND PAYMENT

8.1. Customer shall pay to CJT the fees for the Application and Support Services ("License and Maintenance Fees") in the amounts and in accordance with the Attachments. The initial month's License and Maintenance Fees are payable beginning the 15th of the month following the Integration Date. The Integration fee, if applicable, is due and payable upon the Integration Date. Amounts due for each Renewal Term shall be invoiced and paid as set forth in Section 11. Should Customer add any additional Products or Services, Customer shall pay the amount set forth on the relevant Attachment.
8.2 Customer shall pay CJT the Training Fees (if Customer has purchased Training Services) and Integration Services in accordance with the invoices presented to Customer pursuant to an Attachment.

8.3 Customer shall reimburse CJT for all costs and expenses, including without limitation, reasonable travel expenses (including transportation and lodging) ("Expenses") incurred in rendering on-site Services to Customer for any issues that are not the responsibility of CJT as set forth in the Agreement.

8.4 Customer agrees to pay all fees as set forth in an applicable Attachment presented to Customer for the Deliverables (the "Fees") and all Expenses. All such Fees and Expenses shall be paid within thirty (30) days after the date of any invoice issued pursuant to an Attachment.

8.5 All Fees and Expenses payable to CJT under this Agreement are net amounts to be received by CJT, exclusive of all sales taxes, value added taxes, assessments, and similar taxes and duties (collectively, the "Taxes") and are not subject to offset or reduction because of any Taxes incurred by Customer or otherwise due as a result of this Agreement. Customer shall be responsible for and shall pay directly, any and all Taxes relating to the performance of this Agreement, provided that this paragraph shall not apply to taxes based solely on CJT's income.

8.7 During the term of this Agreement, Customer grants CJT the right to enter Customer's premises during business hours for the sole purpose of examining Customer's records and other information relating to Customer's use of the Application. If this examination reveals that Customer have improperly used the Application, such conduct shall be considered a material breach of this Agreement and CJT may choose to either terminate this Agreement or invoice Customer for such unauthorized use based upon CJT's standard fees in effect at the time the examination is completed.

9. CUSTOMER'S OBLIGATIONS

9.1 Customer shall not load or operate any computer software on the computer that runs the Application if such software would conflict or interfere with the use or performance of the Application.

9.2 Customer shall be solely responsible for: (a) procuring all computer hardware, peripherals, device drivers, third party operating systems, and other third party Application which may be required to operate the Application, other than the Hardware; (b) the compatibility of Customer's computer hardware, peripherals, device drivers, third party operating systems, and other third party Application with the Application and/or Hardware; (c) providing a safe and suitable location for Integration, use, and operation of the Application in accordance with any instructions that may be reasonably specified by CJT; (d) providing the local area network infrastructure, cabling, and all cabling services in preparation for the Integration of the Application and/or Hardware; (e) providing and maintaining the appropriate environment for operating the Application and maintaining back-up and disaster recovery facilities; and (f) except to the extent provided by CJT as a part of Integration Services, all data entry and loading of Customer's data.

9.3 Customer shall ensure that all Support Contacts and any of Customer’s employees who are responsible for the operating and managing the Application or any other activities related to Application have received CJT's Training Services. In the event a Support Contact is appointed who is not trained by CJT Training Services, Customer agree to notify CJT in writing promptly thereof and purchase Training Services for such Support Contact.

9.4 Customer shall provide to CJT broadband access to the Application such that CJT to complete the Support Services. Customer, at Customer's expense, shall provide the necessary modem or other hardware and shall license and install such remote access Application reasonably specified by CJT for the purposes of providing such broadband access. Upon the reasonable request of CJT, Customer shall provide CJT with access to all locations at which the Application is installed.
10. INDEMNIFICATION

10.1 CJT will indemnify, defend and hold harmless, to the extent allowed by Georgia law, Customer from and against any and all losses, costs, expenses (including attorneys’ fees and expenses), claims, liabilities, or damages of any kind incurred or suffered by Customer arising out of claims that the Application infringes a U.S. copyright or trade secret. The right of indemnification set forth in this Section only applies if the alleged infringement or misappropriation is not caused by or contributed to by (i) modifications to Application made by Customer or any other third party; (ii) third party Application, whether or not provided by CJT; (iii) the combination, operation or use of the Application with any software, equipment, data or other materials except those provided by CJT under this Agreement; (iv) use of Application: (A) with equipment other than that possessing the minimum requirements set forth in the Documentation or (B) in any way except in accordance with this Agreement and the Documentation; or (v) Customer’s failure to implement CJT-provided updates, fixes or patches to the Application that would otherwise avoid the applicable infringement or misappropriation. In the event of such a claim, CJT will have the option, in CJT’s sole discretion, to: (i) replace the Application, (ii) modify the Application to make it non-infringing, or (iii) terminate the license to the Application and refund all license fees paid to CJT by Customer for same after deduction of an appropriate charge for depreciation based on use by Customer prior to such removal, and Customer shall have no other recourse against CJT. THIS SECTION 10.1 REPRESENTS CJT’S SOLE OBLIGATION AND CUSTOMER’S EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

10.2 Customer agrees to indemnify and hold CJT harmless, to the extent allowed by law, from and against any and all losses, costs, expenses (including reasonable attorneys’ fees and expenses), claims, liabilities, or damages of any kind incurred or suffered by CJT which result from or arise out of any claim or liability arising as a result, in whole or in part, from (i) Customer’s or User’s violation of Sections 2, 3 or 12 of this Agreement; or (ii) Customer’s or User’s violation of any rule, regulation, requirement or law of any foreign, federal, state or local governmental authority.

10.3 The rights of a party under this Section 10 to be indemnified shall be subject to all of the following: (a) the indemnified party (the “Indemnitee”) must notify the indemnifying party (the “Indemnitor”) in writing promptly upon learning that such claim has been or may be asserted, (b) the Indemnitor shall have sole control over the defense of such claim and any negotiations for the settlement or compromise thereof, and (c) the Indemnitee shall provide reasonable assistance and cooperation to the Indemnitor to facilitate the settlement or defense of any such claim.

11. TERMS AND TERMINATION

11.1 Unless sooner terminated as provided in Section 11.2, (a) the term of this Agreement will commence on the Integration Date and continue in effect for an initial period of 3 years (or _36_ months) immediately thereafter (“Initial Term”), and (b) the term of this Agreement will automatically renew for additional successive terms of one (1) year (each a “Renewal Term”), unless either party provides written notice to the other party at least thirty (30) days prior to the end of the then-current term of its intent not to renew the term of this Agreement. After the Initial Term, CJT may adjust the License and Maintenance Fees for subsequent periods as a condition of the renewal of the term. Any termination of this Agreement shall terminate the entire Agreement, including any Attachments attached to this Agreement.

11.2 Termination. This Agreement may be terminated at any time upon the giving of written notice:
(i) By either party in the event the other party breaches any obligations under Section 12 hereof; (ii) By Customer in the event that CJT fails to commence remedying any default under this Agreement for a period continuing more than thirty (30) days after Customer has given CJT written notice specifying such default; or (iii) By CJT in the event that Customer: (a) defaults of any payment obligations or intentionally breaches Sections 2 or 3 of this Agreement; (b) fails to commence remedying any other default under this Agreement for a period continuing more than thirty (30) days after CJT has given Customer written notice specifying such default; or (c) makes an assignment for the benefit of creditors, or commence or have commenced against Customer any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium.

11.3 Upon termination or expiration of this Agreement for any reason, (a) Customer shall immediately return to CJT all property of CJT or its suppliers, including, but not limited to, the Application and the “Proprietary Information” (as defined in Section 12) of CJT and (b) all rights and licenses granted by CJT hereunder to Customer shall immediately cease. CJT shall deliver Customer’s data by __email or ftp__________ within _14__ days of termination.

11.4 Upon termination or expiration of this Agreement, Sections 1, 3, 8, and 10-14 of this Agreement shall survive such termination or expiration.

12. CONFIDENTIALITY

12.1 In the performance of this Agreement, either party may disclose to the other certain Proprietary Information. For the purposes of this Agreement, “Proprietary Information” means information that is of value to its owner and is treated as confidential. Proprietary Information includes, without limitation, all non-public information pertaining to the Application and the Deliverables.

12.2 Both parties acknowledge and agree that the Proprietary Information shall remain the sole and exclusive property of the disclosing party or a third party providing such information to the disclosing party. The receiving party agrees to hold the Proprietary Information disclosed by the other party in strictest confidence and not to, directly or indirectly, copy, use, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information for any purpose whatsoever other than as expressly provided by this Agreement. The disclosure of the Proprietary Information does not confer upon the receiving party any license, interest, or rights of any kind in or to the Proprietary Information, except as expressly provided under this Agreement. Subject to the terms set forth herein, the receiving party shall not disclose the Proprietary Information to a third party without the written consent of the disclosing party and shall protect the Proprietary Information of the disclosing party with the same degree of protection and care the receiving party uses to protect its own Proprietary Information, but in no event less than reasonable care. Notwithstanding the foregoing, CJT may disclose this Agreement to its investors, proposed investors, and assignees or proposed assignees that are subject to confidentiality restrictions similar to the provisions set forth in this Section.

12.3 Nothing in this Section shall prohibit or limit the receiving party’s use of information if (i) at the time of disclosure hereunder, such information is generally available to the public; (ii) after disclosure hereunder such information becomes generally available to the public, except through breach of this Agreement by the receiving party; (iii) the receiving party can demonstrate such information was in its possession prior to the time of disclosure by the disclosing party; (iv) the information becomes available to the receiving party from a third party which is not legally prohibited from disclosing such information; (v) the receiving party can demonstrate the information was developed by or for it independently without the use of such information; (vi) it is Proprietary Information which, five (5) years after the term of this Agreement is not considered a “trade secret” under applicable law; or if such information is required to be disclosed under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.
to the extent permitted by Georgia Law. If disclosure is required under applicable law or regulation, the receiving party shall notify the disclosing party and provide assistance in obtaining an appropriate protective order.

13. WARRANTY DISCLAIMER

CJT AND ITS THIRD PARTY SUPPLIERS PROVIDE THE APPLICATION AND THE SERVICES “AS IS.” NEITHER CJT NOR ANY THIRD PARTY SUPPLIERS MAKE ANY WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR OF ERROR FREE AND UNINTERRUPTED USE, ALL OF WHICH ARE HEREBY EXCLUDED AND DISCLAIMED IN ALL RESPECTS.

14. LIMITATION OF LIABILITY

14.1 IN NO EVENT WILL CJT, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, BE LIABLE TO CUSTOMER OR ANY USERS UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS THE TOTAL FEES RECEIVED BY CJT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO SUCH CLAIM.

14.2 IN NO EVENT WILL CJT, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, BE LIABLE TO CUSTOMER OR ANY USERS FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) OR LOSS OF GOODWILL OR PROFIT IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF OR INABILITY TO USE THE DELIVERABLES OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS AGREEMENT OR THE USE OF THE DELIVERABLES, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EVEN IF CJT, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

14.3 Without limiting the foregoing, Customer agrees that neither CJT nor any of its officers, directors, agents, or employees shall have any liability for errors or omissions in the output of the Application whether such errors or omissions are caused by errors or inaccuracies in the conversion of data as inputs to the Application, in the transmission of such data, or in the display of such data, or otherwise.

14.4 Customer acknowledges and agrees that the allocation of risks provided in this Agreement are reflected in the Fees and other charges provided hereunder and are reasonable and appropriate under the circumstances and that CJT cannot control the manner in which and the purpose for which Customer shall use the Application.

14.5 Without limiting the materiality of any other term, Customer acknowledges that each provision in this Agreement providing for the protection of CJT’s copyrights, Proprietary Information and other proprietary rights is material to this Agreement. Customer agrees that any threatened or actual breach of CJT’s copyrights, Proprietary Information or other proprietary rights by Customer shall constitute immediate, irreparable harm to CJT for which monetary damages is an inadequate remedy and for which equitable remedies may be awarded by a court of competent jurisdiction without requiring CJT to post any bond or any other security. Nothing contained herein shall limit either party’s right to any remedies at law, including the recovery of damages for breach of this Agreement.

14.6 Customer will strictly comply with all applicable laws and regulations relating in any way to the use of the Deliverables, including, but not limited to, obtaining licenses or permits and any other government approval.

14.7 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO ITS RULES GOVERNING CONFLICTS OF LAW.

This Agreement shall constitute the entire Agreement between the parties hereto and supersedes and replaces any and all prior written and oral agreements and/or
understandings between the parties. This Agreement may not be amended, modified, supplemented, or deviated from except by a writing executed by an authorized employee of Customer and CJT. In the event of a conflict between the terms of this Agreement, an Attachment or an invoice, the terms of this Agreement shall control over the Attachment or invoice. Nothing in this Agreement shall be deemed to constitute a partnership between the parties or be deemed to constitute one party as agent of the other. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. Neither this Agreement, nor the obligations or rights of Customer, may be transferred or assigned by Customer without the prior written consent of CJT, not to be unreasonably withheld. CJT may assign this Agreement without the Customer’s consent. This Agreement shall inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the parties hereto. A waiver by either party of any breach shall not be construed to be a waiver of any other breach. All communications between the parties which are required or permitted to be in writing shall be sent by hand delivery with receipt obtained, by recognized courier, properly prepaid, or certified mail, return receipt requested, and sent to the CJT at 115 Academy Street, Suite 200, Canton, Georgia 30114 and to Customer at the address at which Customer is invoiced. All such communications shall be deemed received by the other party upon actual delivery or refusal. By written communication, either party may designate a different address for purposes hereof. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that this Agreement shall be more strictly construed against one party than the other. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The parties may sign this Agreement and deliver the signature pages via facsimile or electronic transmission (with the originals to follow) or otherwise in accordance with this Section 14.7 of this Agreement. The following applies to all acquisitions of the Deliverables by or for the U.S. government or by any prime contractor or subcontractor under any contract, grant or other activity with the U.S. government.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and if applicable, Exhibit A – D to be executed by their respective representatives as of the dates set forth below:

i3 Verticals, LLC.

By: __________________________

Name: _______________________

Title: _______________________

Date: _______________________

Integration Date: ______________

Customer:

By: __________________________

Name: _______________________

Title: _______________________

Date: _______________________

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and if applicable, Exhibit A – D to be executed by their respective representatives as of the dates set forth below:
EXHIBIT A

PRICING INFORMATION:

Additional Products/Services/Options to be provided include:

- Case Management to include
- Continuous Data Backup
- Continuous Training Pre and Post
- Automatic State Mandated Updates
- Customization of Reports
- Automatic Monthly Reporting to Gavers
- Online Marriage and Firearm Application
- Caseload Reporting
- Scanning

Total Upfront Cost $25,000.00

$450.00 Monthly Billing to be invoiced after first 30 days of install.
EXHIBIT A CONTINUED

Maintenance fee to be invoiced ______ monthly per Citation or X by a flat monthly rate.

Per Citation Rate: $_______

Flat Monthly Rate: $450.00

- Initial Integration and Training Fees, if applicable, are included in Integration Fee of $0,000.00 (non-refundable) due upon Integration. Standard Initial Integration and Training provided during the week of Integration (2-5 days).

- Additional training sessions maybe scheduled onsite for $50.00 per hour (minimum of 2 hours).

- Additional Customization, (outside of required updates and or mandated changes necessitated by changes in state law) of documents and or reports is available on a per case basis with cost determined by job size and complexity. Project rate is $75.00 per hour with a minimum billable rate of 2 hours.

- 10 - 12 customized documents included in installation.
EXHIBIT B CONTINUED

Support Services Contact Information:

Support Email: info@cjtsoftware.com  eBlvd Request for Support

Customer Support Contacts:

Please list the email address and phone number of your designated individual/individuals below:

General Contact Information:

Program Issues/Support Contact:

DDS Transmissions:

Other:

Minimum System Requirements

The following are the minimum system requirements recommended by CJT. The minimum requirements must be met before Integration of your program(s). Failure to meet Integration requirements by your scheduled Integration date could result in the delay of Integration and or reduced functionality of the program.

PCM.Net/TCM.Net/MCCM.net/StateCourtManager.com/mymayorscourt.com/onlinewarrant.com

• Windows 7 or better
• 6 GB RAM minimum
• 500 GB hard drive
• Integrated 10/100/1000 Ethernet
• 21 inch monitor
• High Speed Internet Connection minimum of 10 Mbps Down and 2 Mbps Up
• Approved Internet Browser - IE or Google Chrome
• TWAIN Compliant Scanners if utilizing document imaging through CJT Software
• Installation of Designated Remote Access Program of CJT’s Choice*

*Currently CJT utilizes eBlvd Support which is included in the cost of all maintenance/support plans. If a different method of remote access is deemed necessary by the customer, the customer shall be responsible for any additional access charges and or any additional Application requirement purchases, whether made by CJT or customer, to allow remote access for CJT support technicians.
EXHIBIT C

Support Services Response Time:

CJT’s required response times and resolution will vary on the severity of the problem faced by the Customer and the time of day in which Customer’s problem occurs. CJT’s hours of operation are Monday through Friday 8:00 a.m. – 5:00 p.m. except stated holidays. CJT’s required response times are as follows:

<table>
<thead>
<tr>
<th>Priority Code</th>
<th>The client Impact</th>
<th>Initial Contact with Support Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>Business Halted</td>
<td>Immediate: 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: <a href="mailto:info@cjtsoftware.com">info@cjtsoftware.com</a></td>
</tr>
<tr>
<td>Level 2</td>
<td>Business Impacted</td>
<td>Within one hour of submission: 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: <a href="mailto:info@cjtsoftware.com">info@cjtsoftware.com</a></td>
</tr>
<tr>
<td>Level 3</td>
<td>Non-Critical/Request</td>
<td>Within 24 – 48 hours depending upon request. Initial follow-up/notice of receipt will be within one hour of submission. 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: <a href="mailto:info@cjtsoftware.com">info@cjtsoftware.com</a></td>
</tr>
</tbody>
</table>

Explanation of Priority Codes:

**Level 1:** Business Halted: a problem with the Hardware or Application which prevents Customer’s ability to complete critical business functions. In these cases, troubleshooting is done over the phone or on-line with a Support Contact.

Examples:
- Application system is down
- Hardware is not responding (if applicable)
- Server not operating (if applicable)
- Remote Devices, POS terminals or workstations not operating (if applicable)
- Error message(s) on server, manager’s machine or POS terminals which reflect an Error which will halt Customer’s business (if applicable)

**Level 2:** Business Impacted: non-critical issues or questions that affects a person or group at Customer’s site. A work-around has been identified so the person or group can use the system to perform their job. Troubleshooting is done over the phone or on-line.

Examples:
- Reports get error message

**Level 3:** Non-Critical/Request: issues or questions that need a response, but time are not time critical. Requesting information/action that is not urgent.
Staff Report

Subject: Addition of Position – Development Services Director
Author: Tim Callanan, County Manager
Department: County Manager
Meeting Date: January 4, 2022
Item Description: Approval of Addition of Position – Development Services Director

Summary Recommendation
The following change is being requested based on a review of the needs of the office to better utilize staff and resources.

Executive Summary
Development Services Director - The primary responsibility will be acting as the direct liaison with EOM, overseeing, reviewing and evaluating proposals, making recommendations for all areas/services covered by contracts with EOM. Will supervise, direct and evaluate all staff assigned to the Development Services to include, Building and Inspections, Zoning, Planning, Code Enforcement and Receptionist.

Background
Staff is requesting the addition of a Development Services Director to the 2020/2021 Budget in the Development Services Department #272.

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

Other Alternatives
None

Department Review: County Manager

FUNDING: The addition of this position will cost approximately $58,000 for six months and will be funded from the General Fund. The cost includes salary, benefits and taxes. Approval of this position will require a Budget Amendment. The Director of Finance will present the Budget Amendment if the position is authorized.

RECOMMENDATION: Alternative #1

DOCUMENTS ATTACHED:
Development Services Director 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.

**Position Overview:**
The purpose of this position is to oversee and supervise the day-to-day operation of the Development Services Department, taking on different priorities based on the particular needs of the County Manager and the department. This position will be responsible for developing advancement strategy, monitoring service activities and development projects.

**Principal Duties and Responsibilities (Essential Functions***)**:
The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Supervises, directs and evaluates staff, processing employee concerns and problems, directing work, counseling, disciplining and completing employee performance appraisals for all functions within the Development Services to include Building and Inspections, Zoning, Planning, Code Enforcement and Receptionist.

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

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

Oversees projects, providing a conduit between staff, Commissioners, County Manager and specialized contractual staff such as architects, consultants and contractors.

Writes policies as required, collaborating with County Manager, departments, proofing, presenting and obtaining feedback from staff, attorney and appropriate state agencies.
Principal Duties and Responsibilities (Essential Functions**) Continued:
Facilitate and support cross functional teams to continuously improve and redesign operations processes from critical to safe, high quality and efficient operations by leveraging the Lean and Change Leadership methodologies in all aspects of the business. Spread improvement culture thought organization and drive measurable business process improvement.

Assist in the creation of metrics to monitor performance, operational improvements and financial benefits.

Collect and analyze process data, identify opportunities, develop solutions, implement improvements, and help operational management ensure sustainability.

Participate in and/or provide leadership support to multidisciplinary task forces, committees and councils as appropriate or assigned.

Collaborate with leadership to set up internal quality targets and help create strategies to achieve and sustain improvement.

Challenge leaders as necessary to develop an action biased culture of continuous improvement and accountability to improve key metrics including growth, productivity, turnaround time and asset utilization.

Strong proficiency in Microsoft Office applications

Ability to analyze data and make recommendations

Excellent written and verbal communication skills

Strong interpersonal skills for interacting with team members and upper management.

Duties and responsibilities may be added, deleted or changed at any time at the discretion of supervisor, formally or informally, either verbally or in writing.

Work schedules, to include rotating shifts, hours of work and days off may be changed at any time at the discretion of the supervisor in order to fit the needs of the County.

Regular and routine attendance at work is required.
ADDITIONAL FUNCTIONS
In the absence of a full time position as an Engineering Project Manager in Development Services to oversee private development projects, the Director of Development Services performs the duties of the Engineering Project Manager.

Perform other duties as assigned.

MINIMUM QUALIFICATIONS
Bachelor’s Degree in business administration, public administration, engineering, architecture, planning or closely related field; supplemented by 10 years previous experience and/or training that includes accounting, budgeting, 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 Drivers License.

PREFERRED QUALIFICATIONS
Master’s Degree

10 or more years of direct and comprehensive construction management experience.

Experience in County government

PE Certification

Project Management Certification

PERFORMANCE APPTITUDES

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 apply principles of persuasion and/or influence. Strong interpersonal skills for interacting with team members, upper management and citizens.
PERFORMANCE APTITUDES Continued:

**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. Public speaking is required.

**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 with fractions; may include ability to compute discount, interest, profit and loss, ratio and proportion; may include ability to calculate surface areas, volumes, weights, and measures.

**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 moderate, though not constant physical effort, typically involving some combination of climbing and balancing, 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 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: FY 2022 Budget Amendment
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 1/4/2022
Item Description: Consideration to approve an amendment to the FY 2021-2022 Budget.

Summary Recommendation:
Staff is requesting approval of an amendment to the FY 2021-2022 Budget.

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

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

The budget amendment attached reflects the following changes:
1. Governor’s Office of Highway Safety grant award
2. GEMA equipment grant award for courthouse scanners
3. Effingham EMA Orion disaster software contract
4. CRC senior meals FY 2022 contract amendment #1
5. CRC senior meals FY 2022 contract amendment #2
6. Motorola SUA contract for emergency communications
7. Change order for LMIG 2020 project
8. Change orders for McCall Park project, and the private contribution
9. Increase to Georgia Forestry Commission stipend
10. Purchase of additional water meters
Alternatives for Commission to Consider:
1. Approve the Resolution to amend the budget for FY 2021-2022.
2. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve the Resolution to amend the budget for FY 2021-2022.

Other Alternatives: N/A

Department Review: Finance

Funding Source:
Multiple, in resolution

Attachments:
FY 2021-2022 Budget Amendment Resolution
Resolution# ____________

State of Georgia  
County of Effingham

RESOLUTION TO AMEND THE FY2021-2022 BUDGET

WHEREAS, the FY 2021-2022 budget of Effingham County was adopted on June 15th, 2021 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

<table>
<thead>
<tr>
<th>DEPT</th>
<th>DEPT NAME</th>
<th>ACCT NAME</th>
<th>ACCT NO.</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>017</td>
<td>SHERIFF'S OFFICE</td>
<td>GA HIGHWAY SAFETY GRANT</td>
<td>100-33-1123</td>
<td>-68580.00</td>
<td>to allocate GOHS grant revenue</td>
</tr>
<tr>
<td>017</td>
<td>SHERIFF'S OFFICE</td>
<td>SALARIES</td>
<td>100-3310-017-51-1100</td>
<td>62880.00</td>
<td>to allocate GOHS grant funds for wages reimbursement</td>
</tr>
<tr>
<td>017</td>
<td>SHERIFF'S OFFICE</td>
<td>OTHER EQUIPMENT</td>
<td>100-3310-017-54-2502</td>
<td>5700.00</td>
<td>to allocate GOHS grant funds for equipment</td>
</tr>
<tr>
<td>017</td>
<td>SHERIFF'S OFFICE</td>
<td>GEMA</td>
<td>100-33-4211</td>
<td>-35858.00</td>
<td>to allocate GEMA grant revenue</td>
</tr>
<tr>
<td>017</td>
<td>SHERIFF'S OFFICE</td>
<td>OTHER EQUIPMENT</td>
<td>100-3310-017-54-2502</td>
<td>35858.00</td>
<td>to allocate GEMA grant funds for courthouse scanners</td>
</tr>
<tr>
<td>020</td>
<td>EFFINGHAM EMA</td>
<td>SALES TAX (LOCAL)</td>
<td>100-31-3100</td>
<td>-6000.00</td>
<td>to allocate LOST revenue</td>
</tr>
<tr>
<td>020</td>
<td>EFFINGHAM EMA</td>
<td>COMPUTER MAINT. AGMNTS</td>
<td>100-3100-020-52-2208</td>
<td>6000.00</td>
<td>to allocate funding for Orion disaster software</td>
</tr>
<tr>
<td>033</td>
<td>HOME DELIVERED MEALS</td>
<td>CARES ACT HDM</td>
<td>100-33-1158</td>
<td>-14083.00</td>
<td>CRC meals contract amendment #1 revenue</td>
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<tr>
<td>033</td>
<td>HOME DELIVERED MEALS</td>
<td>FFCRA HDM MEALS</td>
<td>100-33-1156</td>
<td>-4664.00</td>
<td>CRC meals contract amendment #1 revenue</td>
</tr>
<tr>
<td>032</td>
<td>CONGREGATE MEALS</td>
<td>FF CRA CONGREGATE MEALS</td>
<td>100-33-1157</td>
<td>-503.00</td>
<td>CRC meals contract amendment #1 revenue</td>
</tr>
<tr>
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<td>HOME DELIVERED MEALS</td>
<td>CARES ACT EMERGENCY HDM</td>
<td>100-33-1159</td>
<td>-2842.00</td>
<td>CRC meals contract amendment #1 revenue</td>
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<tr>
<td>032</td>
<td>CONGREGATE MEALS</td>
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<td>100-5520-032-53-1301</td>
<td>503.00</td>
<td>CRC meals contract amendment #1 revenue</td>
</tr>
<tr>
<td>033</td>
<td>HOME DELIVERED MEALS</td>
<td>GROCERIES</td>
<td>100-5510-033-53-1301</td>
<td>21580.00</td>
<td>CRC meals contract amendment #1 revenue</td>
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<tr>
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<td>HOME DELIVERED MEALS</td>
<td>HDCS HDM SUPPLEMENTAL</td>
<td>100-33-1161</td>
<td>-42554.98</td>
<td>CRC meals contract amendment #2 revenue</td>
</tr>
<tr>
<td>033</td>
<td>HOME DELIVERED MEALS</td>
<td>GROCERIES</td>
<td>100-5510-033-53-1301</td>
<td>42554.98</td>
<td>CRC meals contract amendment #2 revenue</td>
</tr>
<tr>
<td>035</td>
<td>E911</td>
<td>911-CASH CARRY FORWARD</td>
<td>215-38-9015</td>
<td>-22308.35</td>
<td>to allocate fund balance for Motorola SUA agreement</td>
</tr>
<tr>
<td>035</td>
<td>E911</td>
<td>MAINT. CONTRACTS</td>
<td>215-3800-035-52-2208</td>
<td>22308.35</td>
<td>to allocate funding for Motorola SUA agreement</td>
</tr>
<tr>
<td>017 &amp; 020</td>
<td>SHERIFF &amp; EEMA</td>
<td>SALES TAX (LOCAL)</td>
<td>100-31-3100</td>
<td>-44616.70</td>
<td>to allocate LOST revenue for Motorola SUA agreement</td>
</tr>
<tr>
<td>017</td>
<td>SHERIFF'S OFFICE</td>
<td>R &amp; M - GENERAL(EQUIPMNT)</td>
<td>100-3310-017-52-2203</td>
<td>22308.35</td>
<td>to allocate funding for Motorola SUA agreement</td>
</tr>
<tr>
<td>020</td>
<td>EFFINGHAM EMA</td>
<td>R &amp; M MOTORLA CONTRACT</td>
<td>100-3100-020-52-2203-1</td>
<td>22308.35</td>
<td>to allocate funding for Motorola SUA agreement</td>
</tr>
<tr>
<td>037</td>
<td>SPLOST ROADS</td>
<td>SPLOST</td>
<td>321-31-3205</td>
<td>-14680.00</td>
<td>to allocate SPLOST revenue</td>
</tr>
<tr>
<td>037</td>
<td>SPLOST ROADS</td>
<td>LMIG 2020 ROAD PROJECT</td>
<td>321-4207-037-54-2521</td>
<td>14680.00</td>
<td>to allocate funding for change order</td>
</tr>
<tr>
<td>039</td>
<td>SPLOST REcreation</td>
<td>MCCALL PARK</td>
<td>321-6130-039-54-1252</td>
<td>178945.00</td>
<td>to allocate funding for change order #1 and #2</td>
</tr>
<tr>
<td>039</td>
<td>SPLOST RECREATION</td>
<td>CONTRIBUTIONS</td>
<td>321-38-9000</td>
<td>-100000.00</td>
<td>to allocate private contribution for McCall Park</td>
</tr>
<tr>
<td>039</td>
<td>SPLOST RECREATION</td>
<td>SPLOST</td>
<td>321-31-3205</td>
<td>-78945.00</td>
<td>to allocate SPLOST revenue</td>
</tr>
<tr>
<td>051</td>
<td>OTHER AGENCIES</td>
<td>SALES TAX (LOCAL)</td>
<td>100-31-3100</td>
<td>-30000.00</td>
<td>to allocate LOST revenue</td>
</tr>
<tr>
<td>051</td>
<td>OTHER AGENCIES</td>
<td>FORESTRY STIPEND</td>
<td>100-7140-051-57-1000</td>
<td>30000.00</td>
<td>to allocate funding for Effingham’s GA Forestry</td>
</tr>
<tr>
<td>105</td>
<td>WATER &amp; SEWER</td>
<td>COST RECOVERY FEES</td>
<td>505-34-4212</td>
<td>-52600.00</td>
<td>to allocate additional cost recovery fee revenues</td>
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<tr>
<td>105</td>
<td>WATER &amp; SEWER</td>
<td>REUSE METERS</td>
<td>505-34-4256</td>
<td>-93000.00</td>
<td>to allocate additional reuse meter revenue</td>
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<tr>
<td>105</td>
<td>WATER &amp; SEWER</td>
<td>OPERATING WATER METERS</td>
<td>505-4441-105-53-1102-5</td>
<td>145600.00</td>
<td>to allocate funding for additional water meters</td>
</tr>
</tbody>
</table>

The amendment affects multiple departments. It reflects revenue awarded for multiple grants, capital project change orders, approved software and communications contracts, the Georgia Forestry Commission stipend, and the purchase of additional water meters. This amendment is an overall increase to the budget.

Approved this _____ day of _______ 2022.

Attest:

Stephanie D. Johnson, County Clerk

Wesley M. Corbitt, Chairman
Staff Report

Subject: GEMA Local Emergency Management Performance Grants Program (EMPG)

Author: Mark W. Barnes, Finance Director

Department: Finance Department

Meeting Date: 1/4/2022

Item Description: Consideration to submit a grant application to GEMA Local Emergency Management Performance Grants (EMPG) Program.

Summary Recommendation:
Staff is requesting approval to submit a grant application to Georgia Local Emergency Management Performance Grants (EMPG) Program.

Executive Summary:
GEMA/HS EMPG provides local qualified EMAs with funding opportunities to enhance the local emergency management (EM) program by providing funds for administration, preparedness activities and exercise and training. An all-hazards approach in the development of a comprehensive program of planning, training, and exercises provides for an effective and consistent response and recovery to disasters or emergencies, regardless of the cause. Effingham County receives this grant each year to help offset salary cost for the EMA Director. In addition to the salary supplement in this grant round, the new application will include equipment purchases for the Emergency Operation Center (EOC) as per the following:

<table>
<thead>
<tr>
<th>Item</th>
<th>GEMA</th>
<th>EC Match</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel - EMA Director</td>
<td>$</td>
<td>23.72</td>
<td>$ 47.44</td>
</tr>
<tr>
<td>Equip - Message Trailer (4’x8’)</td>
<td>$ 8,817.50</td>
<td>$ 8,817.50</td>
<td>$ 17,635.00</td>
</tr>
<tr>
<td>Equip - Projectors, tablets, cases and protection plan</td>
<td>$ 5,999.28</td>
<td>$ 5,999.28</td>
<td>$ 11,998.56</td>
</tr>
<tr>
<td>Equip - AED</td>
<td>$ 834.50</td>
<td>$ 834.50</td>
<td>$ 1,669.00</td>
</tr>
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</table>

GRAND TOTAL $ 31,350.00

Background:
1. EMA receives the same amount each year, $15,675.00.
2. There is a 50% cost share requirement, so if approved will require a budget amendment for the additional spending.

Alternatives for Commission to Consider:
1. Approve the submittal of a grant application to GEMA EMPG Program.
2. Do not approve the submittal of a grant application to GEMA EMPG Program.
3. Provide Staff with Direction

**Recommended Alternative:**
Staff recommends Alternative number 1 – Approve the submittal of a grant application to GEMA EMPG Program.

**Other Alternatives:**
N/A

**Department Review:** *(list departments)*
Effingham County Emergency Management

**Funding Source:**
Cost share requirement of $15,675.00

**Attachments:**
GEMA EMPG Program guidance
EMA Quotes
# QUOTE

## # 2056037

**Applied Concepts, Inc.**

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

**National Toll Free:** 1-800- STALKER

**Date:** 12/09/21

**Reg Sales Mgr:** +1-972-837-5129
brookej@stalkerradar.com

**Inside Sales Partner:** +1-469-656-8011
scottb@stalkerradar.com

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**Bill To:**
Effingham Cnty Emer Mgmt Agency
181 Recycle Way
Guyton, GA 31312

**Customer ID:** 47914

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**Ship To:**
Accounts Payable
Effingham Cnty Emer Mgmt Agency
181 Recycle Way
Guyton, GA 31312

**Coordinator Matt Gill**

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**Effective From:** 10/26/2021
**Valid Through:** 05/31/2022
**Lead Time:** 60 working days

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<tr>
<th>Grp</th>
<th>Qty</th>
<th>Package</th>
<th>Description</th>
<th>Wrnty/Mo</th>
<th>Price</th>
<th>Ext Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>821-1100-00</td>
<td>Stalker MC360 Message Trailer (4'x8')</td>
<td>0</td>
<td>$16,635.00</td>
<td>$16,635.00</td>
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<table>
<thead>
<tr>
<th>Ln</th>
<th>Qty</th>
<th>Part Number</th>
<th>Description</th>
<th>Price</th>
<th>Ext Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>015-2532-62</td>
<td>(253263) MC360 Message Trailer (4 x 8)</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>4</td>
<td>1</td>
<td>015-5779-00</td>
<td>[274712] MC360 Solar Panel</td>
<td>$0.00</td>
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<td>5</td>
<td>1</td>
<td>015-1819-00</td>
<td>[275569] Trailer Tongue Jack</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>8</td>
<td>1</td>
<td>200-1448-01</td>
<td>MC360 Trailer User Manual Kit w/USB Comm Cable</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>9</td>
<td>1</td>
<td>063-0024-60</td>
<td>MC360 Trailer 5-Year Warranty</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>10</td>
<td>1</td>
<td>600-0022-03</td>
<td>MC360 (4'x8') Trailer</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Group Total:** $16,635.00

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<table>
<thead>
<tr>
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<th>$16,635.00</th>
<th>Sub-Total:</th>
<th>$16,635.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discount</td>
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<td>Sales Tax</td>
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</tr>
<tr>
<td>Shipping &amp; Handling:</td>
<td>$1,000.00</td>
<td><strong>Total:</strong></td>
<td>USD</td>
</tr>
</tbody>
</table>

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Payment Terms: Net 30 days

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This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.
Shopping Cart

URBAN ARMOR GEAR UAG Designed for Microsoft Surface Pro 7 Plus, Pro
In Stock
Eligible for FREE Shipping & FREE Returns
☐ This is a gift Learn more
Style: Plasma
Color: Plasma - Ice
Price: $85.96
Quantity: 12
Delete
Save for later
Compare with similar items

Newest Microsoft Surface Pro 7 12.3 Inch Touchscreen Tablet PC Bundle
Only 20 left in stock - order soon.
Shipped from: RockyStone Electronics
Gift options not available. Learn more
Size: 15.6" 8GB + 128GB SSD
Color: With Type cover, Red Surface pen & sleeve
Qty: 8
Delete
Save for later
Compare with similar items

YABER Y31 9000L Native 1920x1080p Projector, 2021
In Stock
Eligible for FREE Shipping & FREE Returns
You added a protection plan for this item
Qty: 3
Delete
Clip Coupon
Compare with similar items

Allstate B2B 3-Year Digital Audio Accidental Protection Plan ($250-
In Stock
Shipped from: Allstate Protection Plans
Qty: 3
Delete
Compare with similar items

Subtotal (26 items): $11,998.56

Your Items

4K60HZ Long HDMI Cable, Highwings 33FT 18Gbps High
Price: $22.99

https://www.amazon.com/gp/cart/view.html/ref=bebox_sb_atc
### Shopping Cart

**PROCEED TO CHECKOUT (CHECKOUT.ASP?STEP=1)**

<table>
<thead>
<tr>
<th>ITEMS</th>
<th>PRICE</th>
<th>QTY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>AED Superstore RespondER® Keychain</td>
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<td>Update Cart $0.00</td>
</tr>
<tr>
<td>ZOLL® AED Plus® Package</td>
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<td>1</td>
<td>Update Cart $1,699.00</td>
</tr>
</tbody>
</table>

Subtotal (2 items): $1,699.00

You May Also Like

---

4.8 ★★★★★
Google Customer Reviews

[https://www.aedsuperstore.com/view_cart.asp](https://www.aedsuperstore.com/view_cart.asp)
Item XIII. 9.

Order Summary

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tr>
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<td>TOTAL</td>
<td>$1,699.00</td>
</tr>
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</table>

PROCEED TO CHECKOUT (CHECKOUT.ASP?STEP=1)

Or checkout with:

Frugal

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Georgia Emergency Management and Homeland Security Agency

Fiscal Year 2021
Local Emergency Management Performance Grants Program

FY2021 Base Award
Guidance and Support Documents
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FOREWORD

This is the Fiscal Year (FY) 2021 Georgia Emergency Management Agency and Homeland Security Agency (GEMA/Homeland Security) Local Emergency Management Performance Grant Program (EMPG) Funding Guidance for the 159 counties in Georgia as well as the City of Forest Park, and the City of Smyrna, hereto referred to as local Emergency Management Agency (EMA).

I. Purpose
GEMA/Homeland Security EMPG provides local qualified EMAs with funding opportunities to enhance the local emergency management (EM) program by providing funds for administration, preparedness activities, and exercise and training. An all-hazards approach in the development of a comprehensive program of planning, training, and exercises provides for an effective and consistent response and recovery to disasters or emergencies, regardless of the cause.

II. Period of Performance
The period of performance for the FY2021 GEMA/Homeland Security Local EMPG Program will begin on July 1, 2021, and end on June 30, 2022. All project transactions (to include payments for goods or services) must have occurred during the FY2021 GEMA/Homeland Security EMPG Program Performance Period of July 1, 2021, through June 30, 2022.

III. Eligibility Requirements

Base Award
For a local EMA to be considered eligible to receive the Base Award, the organization must:

- Have completed the FY2021 GEMA/Homeland Security EMPG Base Award Application Package in Georgia EM Grants Manager System. (Application Period to be determined based upon the receipt of the federal award to GEMA/Homeland Security).
- Have shown satisfactory progress on the FY2020 Work Plan as determined by the Field Coordinator (FC) assigned to the EMA.
- Have submitted all required FY2020 and prior Fiscal Years GEMA/Homeland Security EMPG administrative documents to GEMA/Homeland Security.
- Have complied with all GEMA/Homeland Security finance requirements.

IV. Project Funding
All FY2021 GEMA/Homeland Security EMPG Awards require a 50/50 (dollar for dollar) non-federal local match.

Please note: If for any reason a sub-grantee anticipates any delays with exhausting any GEMA/Homeland Security EMPG Awards, the sub-grantee will be required to submit a request in the EM Grants Manager system to GEMA/Homeland Security no later than 60 days before the expiration of the period of performance and must include a justification for the extension. This justification must also demonstrate that work is in progress and that it can be completed within the extended period of performance.
An extension request should be submitted by the local EMA Director to GEMA/Homeland Security Area FC, who will then submit the recommendation for an extension to the Field Operations Manager; the Field Operations Manager will approve or deny the request.

Types of Match:

- Cash Match (hard match) includes non-federal cash spent for project-related costs, according to the program guidance. All non-federal local cash matches must meet the same training and exercise requirements as the EMPG Award.

- In-kind Match (soft match) includes, but is not limited to, the valuation of in-kind services. “In-kind” is the value of something received or provided that does not have a cost associated with it. For example, if an in-kind match (other than cash payments) is utilized, then the value of donated services could be used to comply with the match requirement. Also, third-party in-kind contributions may count toward satisfying match requirements provided the grantee receiving the contributions expends them as allowable costs.

What does not constitute a match:

- Cost-sharing already committed by your jurisdiction to another award or grant.

- Federal funding received through another program may not be considered as a non-federal cost share.

- Costs incurred before or after the FY2021 GEMA/Homeland Security EMPG Performance Period are not allowable.

V. FY2021 GEMA/Homeland Security Local EMPG Program Timeline


July 31, 2021 Deadline for the submission of financial documentation for all FY2020 and prior fiscal year GEMA/Homeland Security EMPG Award Programs. Documentation of expenditures and matches will be required.


July 1, 2022 Beginning of the FY2022 GEMA/Homeland Security EMPG performance period.

July 30, 2022 Deadline for submission to GEMA/Homeland Security of financial documentation for all FY2021 GEMA/Homeland Security EMPG Award Programs via Georgia EM Grants Manager System (FY2021

August 2, 2022  GEMA/Homeland Security begins review of all FY2021 GEMA/Homeland Security EMPG Local Entity Annual Reports (LEAR). The LEAR can be found in the Support Documents section of this guidance.


VI. Application Information

1. Base Award

The FY2021 GEMA/Homeland Security EMPG Program Guidance will be available through the GEMA/Homeland Security FC and EM Grants Manager System. Once the FY2021 EMPG award has been received by GEMA/Homeland Security a notice will be sent out to EMAs that the Base Award application is available via the Georgia EM Grants Manager System.

The following required document should be downloaded, completed, and uploaded to Georgia EM Grants Manager System.

- Certification Regarding Lobbying; Debarment, Suspension, and Drug-Free Workplace

  a. Eligible Activities

      The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2021 EMPG objectives are:

      • Cybersecurity;
      • Infrastructure Systems;
      • Economic Recovery;
      • Housing;
      • Natural and Cultural Resources; and
      • Supply Chain Integrity and Security

The selection of appropriate systems, equipment, or activities is a local decision. See the U.S. Department of Homeland Security Responder’s Knowledge Base (RKB) at https://www.fema.gov/authorized-equipment-list for the EMPG Authorized Equipment List (AEL) and other eligible activities.

Note: The Base Award application is being completed and submitted through the Georgia EM Grants Manager System.
2. **Environmental and Historic Preservation (EHP) Compliance**

Because EMPG is a federally funded program, capital improvement projects are required to undergo environmental and historic preservation (EHP) review. All projects proposing the placement of equipment or other physical activities may require an EHP impact review. These types of projects require the completion of all environmental impact and Historic Preservation documents before the authorized work can proceed. *It is the applicant’s responsibility to facilitate EHP review by submitting all required documentation by email to GEMA/Homeland Security at HSgrants@gema.ga.gov.* The Federal Emergency Management Agency (FEMA) EHP Screening Form can be found in the Support Documents section of this guidance.

3. **Federal Funding Authorization:**

The federal rules and regulations guiding the FY2021 GEMA/Homeland Security EMPG Program are found in the FY2021 EMPG NOFO Announcement issued by the DHS/FEMA. This guidance can be found at [http://fema.gov/grants](http://fema.gov/grants).

4. **Assistance with Completion of the Application Package:**

All applicants are encouraged to consult with their GEMA/Homeland Security FC for questions concerning the FY2021 GEMA/Homeland Security EMPG Awards. Should your GEMA/Homeland Security FC be unavailable, please contact Chuck Ray, GEMA/Homeland Security Field Operations Manager and EMPG Program Manager at (912) 687-2399 or email your questions to chuck.ray@gema.ga.gov. In addition, Tangie Daniels, EMPG Grants Specialist, is available to assist with Georgia EM Grants Manager System issues and inquiries at (404) 635-7364 or HSgrants@gema.ga.gov.

**VII. Financial and Programmatic Monitoring**

Federal law requires the sub-grantee to retain their records for three (3) years following the *date of the closure* of the grant award or at least until December 29, 2025, as the documentation could be subjected to a state and/or federal audit.

Each sub-grantee will receive on-site project monitoring visit(s) during the Performance Period. The on-site visit will be performed by the GEMA/Homeland Security FC assigned to the sub-grantee.

Each GEMA/Homeland Security EMPG sub-grantee will be required to submit a GEMA/Homeland Security EMPG LEAR which reflects the allocation of EMPG funds by line item categories, as well as the source and nature of the local matching funds.

The GEMA/Homeland Security EMPG Grants Specialist will review all the GEMA/Homeland Security EMPG LEARs to ensure EMPG funds and any required matching funds are expended in ways that meet the 44 Code of Federal Regulations (CFR), Emergency Management and Assistance; and the Office of Management and Budget (OMB) Circular 2 CFR, Part 200, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards. GEMA/Homeland Security EMPG sub-grantees will be monitored bi-annually by GEMA/Homeland Security Field Operations Staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirement, timeline, milestone completion, budgets, and other related program criteria are being met. Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review
and analysis of the financial, programmatic, performance, compliance, and administrative processes, policies, and activities and will identify areas where technical assistance and other support may be needed.

Any sub-grantee unable to provide adequate supportive documentation shall be subjected to an on-site monitoring visit and programmatic audit of all expenditures and match claims. If supportive documentation is not provided; then GEMA/Homeland Security shall require repayment of unsubstantiated and/or EMPG funds expended on ineligible expenditures.

Any sub-grantee unable to provide supportive documents shall, in addition to being required to repay the undocumented claims, will also be subject to an annual onsite monitoring visit to ensure EMPG funds are adequately documented.

Any sub-grantee with outstanding requirements to submit supportive documentation or who fails to cooperate fully to reimburse GEMA/Homeland Security for ineligible expenditures or match claims shall not be eligible to receive additional EMPG funding until the issues are resolved.

VIII. Support Documents
These support documents are provided to assist you with the completion of the Base Award and for collecting the required match and records for the GEMA/Homeland Security EMPG total award.

1. GEMA/Homeland Security F Y 2021 EMPG Tangible Property Report form is to be used when using EMPG funds for the purchasing of any equipment. The equipment should be listed on FEMA/ AEL and is equal to $5,000 or greater in unit cost. The AEL can be found at, [https://www.fema.gov/authorized-equipment-list](https://www.fema.gov/authorized-equipment-list).

2. GEMA/Homeland Security Course Roster form can be used to capture in-kind(soft) non-federal matches when a local jurisdiction holds training, exercises, or other meetings about the local EM program.

3. The Volunteer Time Values Table estimate, created by the Independent Sector, Washington D.C. Organizations can use this estimate to quantify the enormous value volunteers provide. [https://independentsector.org/value-of-volunteer-time-2021/](https://independentsector.org/value-of-volunteer-time-2021/)

4. GEMA/Homeland Security EMPG FY2021, In-Kind Volunteer Spreadsheet. This document can be used to capture in-kind volunteer work that directly pertains to the local EM program.

5. LEAR captures sub-grantee allocation of funds by line item categories, as well as the source and nature of the local matching funds. The document should be filled out and submitted after sub-grantee EMPG funds have been expended. The form should be uploaded to the Georgia EM Grants Manager System in the sub-grantee EMPG project for FY2021.
6. FEMA/EHP application and guidelines. This information (if applicable) will be completed and emailed to HSgrants@gema.ga.gov.
SUPPORT DOCUMENTS
Name of Jurisdiction: 

<table>
<thead>
<tr>
<th>Property Description</th>
<th>FEMA AEL Number</th>
<th>Acquisition Date</th>
<th>Unit Cost</th>
<th>Unit Serial Number</th>
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<tbody>
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</tbody>
</table>
Note: If a name is not legible and/or the last four Social Security numbers are not provided, the student will NOT receive credit for the course. You must complete a student profile at the GEMA/HS Training Registration website https://training.gema.ga.gov/TRS/ to receive a certificate of completion.

<table>
<thead>
<tr>
<th>Student’s Name</th>
<th>If Yes Check Box (See Below)</th>
<th>Last four SS #</th>
<th>Agency/Organization</th>
<th>Agency/Organization Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ex: JOHN DOE</td>
<td></td>
<td>1234</td>
<td>ANYWHERE COUNTY</td>
<td>125 MAIN ST., ANYWHERE, GA</td>
</tr>
</tbody>
</table>

"I authorize GEMA/HS to use the value of this training for federal costs sharing matching purposes and do not otherwise believe that I am currently paid with federal funds or that my salary is being used to satisfy any other federal costs sharing obligation."
<table>
<thead>
<tr>
<th>Jurisdiction:</th>
<th>EMPG OEM#</th>
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</thead>
<tbody>
<tr>
<td>Type of Activity:</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>Training/Exercise</td>
</tr>
<tr>
<td>Participants Name</td>
<td>Organization</td>
</tr>
<tr>
<td>☐</td>
<td>Yes</td>
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<td>☐</td>
<td>Yes</td>
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<td>Yes</td>
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<td>☐</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Dollar Value of a Volunteer Hour, by State: 2019

Please note that 2019 is the latest year for which state-by-state numbers are available. There is a lag of almost one year in the government’s release of state level data which explains why the state volunteering values are one year behind the national value. New data is released in June of each year. Please refer to the following link for updated information: https://independentsector.org/resource/vovt_details/

<table>
<thead>
<tr>
<th>State</th>
<th>Dollar Value of Volunteer Hour</th>
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</thead>
<tbody>
<tr>
<td>Alabama</td>
<td>$23.52</td>
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<tr>
<td>Alaska</td>
<td>$28.19</td>
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<tr>
<td>Arizona</td>
<td>$25.67</td>
</tr>
<tr>
<td>Arkansas</td>
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<tr>
<td>California</td>
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<tr>
<td>Colorado</td>
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<td>Connecticut</td>
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<td>Delaware</td>
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<tr>
<td>Dist. of Columbia</td>
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<td>Montana</td>
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<tr>
<td>Nebraska</td>
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<td>Nevada</td>
<td>$23.82</td>
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<td>New Hampshire</td>
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<tr>
<td>New Jersey</td>
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</tr>
<tr>
<td>New Mexico</td>
<td>$22.31</td>
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<tr>
<td>New York</td>
<td>$31.29</td>
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<td>North Carolina</td>
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<td>Washington</td>
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<td>West Virginia</td>
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</tr>
<tr>
<td>Wisconsin</td>
<td>$25.66</td>
</tr>
<tr>
<td>Wyoming</td>
<td>$25.53</td>
</tr>
</tbody>
</table>

SOURCE:
INDEPENDENT SECTOR
1602 L Street, NW, Suite 900
Washington, DC 20036
http://independentsector.org
202-467-6100 phone
202-467-6101 fax
Local Entity Annual Report (LEAR)
FY2021 Emergency Management Performance Grant (EMPG)

Recipient Name and Address: (County/Organization Name)

Award Number: OEM21-

ATTN:

Period Covered: 07/01/21–6/30/22

- The report should be directly uploaded into your FY2021 EMPG project in EMGrants. (Emails will no longer be accepted.)
- Reports are due within 60 days after the funds and applicable cost share has been expended or July 31, 2022 by 5:00pm, whichever is sooner.
- Retain all receipts, proof of payment, Ledger Reports/Accounting Records, etc. for possible audit by GEMA/Homeland Security and/or Federal government.

**Project Expenses**

<table>
<thead>
<tr>
<th></th>
<th>FEDERAL</th>
<th>LOCAL CASH MATCH</th>
<th>LOCAL/ IN-KIND MATCH</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$__________</td>
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<tr>
<td>Fringe Benefits</td>
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<td>$__________</td>
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<tr>
<td>Travel</td>
<td>$__________</td>
<td>$__________</td>
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<tr>
<td>Supplies</td>
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<td>$__________</td>
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<tr>
<td>Equipment*</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
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<tr>
<td>Contractual</td>
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<td>$__________</td>
<td>$__________</td>
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<tr>
<td>Other Expenses **</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
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</tr>
<tr>
<td><strong>Total Costs</strong></td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
</tr>
</tbody>
</table>

* Equipment equal to or greater than $5,000 per unit and has a useful life equal to or greater than one year should be entered on the attached Tangible Property Report.

** If an amount is entered for “Other Expenses”, please provide an itemized list of charges on the attached Additional Information Worksheet.
Additional Information Worksheet
Itemized Expenses and AEL Numbers

Other Expenses Category, Itemized:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tr>
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Supplies Category, < $5,000:

<table>
<thead>
<tr>
<th>AEL #</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
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Equipment Category, => $5,000:

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<th>AEL #</th>
<th>Description</th>
<th>Amount</th>
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</table>
Special Instructions:

The Georgia Emergency Management and Homeland Security Agency (GEMA/ HS) adopted the state fiscal year period for the GEMA/HS EMPG Program for FY2021. The period of performance for this award is July 1, 2021, through June 30, 2022. All expenses must be incurred during this time frame.

If you have any questions, please contact the Preparedness Grants and Programs Division, at HSGrants@gema.ga.gov, 404-635-7364, or 1-800-TRY-GEMA.

Certification:

Under penalty of perjury, I certify that all expenses, including local match (cost share) expenses, listed on page one of this report are in accordance with the Office of Management and Budget “Uniform Guidance” (http://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html), Title 44 of the Code of Federal Regulations, Chapter 1 Part13 (https://www.ecfr.gov/cgi-bin/ECFR?page=browse), and the FY2021 Emergency Management Performance Grant Program guidance document located online at https://www.fema.gov/media-library/assets/documents/131989#.

Authorized Sub-Grantee
Typed/Printed Name & Title:__________________________________________________________

Signature:_________________________________________________________________ Date:___________

Sub-Grantee Financial Director
Typed/Printed Name & Title:__________________________________________________________

Signature:_________________________________________________________________ Date:___________

Email:_________________________________________ Phone:______________________________

Report Point of Contact Typed/Printed Name:_____________________________________________

Email:_________________________________________ Phone:______________________________
Expense Type

**Federal** – Activities or Services that are a Direct Cost benefiting a specific project. For Example: Salaries for project staff and materials required for a particular project that has been funded with the federal amount awarded.

**Local Cash Match (Hard)** – Cash spent for project-related costs under a grant agreement. Allowable cash match must include only those costs which are allowable with federal funds in compliance with the program guidance and/or program regulations, 44 CFR 13, 2 CFR 200, and 2 CFR 225.

This means non-federal cash spent for project-related costs, according to the program guidance. This type of match is paid with County funds and should be able to be tracked by the County Department through cost-share budgets and activity codes that verify cost share expenses in the county’s accounting system. For Example: Salary/Benefits of persons involved in the Emergency Management (EM) Program, such as EM Director, Assistant Director, Administrative Assistant, etc.; Supplies, Travel, Equipment, etc.

**Local In-Kind Match (Soft)** – Also known as a third-party match. Means contributions of reasonable value or property or services in lieu of cash that benefit a federally assisted project. “In-Kind” is the value of something received or provided that does not have a cost associated with it. For Example: Donated Resources/Volunteer Labor.

This type of match may only be used if not restricted or prohibited by program statute, regulation or guidance and must be supported with source documentation. Only property or services that comply with program guidance and/or program regulations, 44 CFR 13, 2 CFR 200, and 2 CFR 225 are allowable.
Budget Categories

**Personnel** – Includes Wages, Salaries, and Overtime paid to employees of the grantee organization who are directly involved in the grant implementation.

**Fringe Benefits** – Includes the costs of employer’s share of FICA, Health Insurance, Workers’ Compensation, Vacation, and associated Fringe Benefits for employees working directly on the EMPG Project.

**Travel** – Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to the EMPG Project. ONLY DOMESTIC TRAVEL is allowed under this program, and international travel is not allowed unless approved in advance by FEMA.

**Supplies** – All consumer materials costing less than $5,000 per unit should be listed under the Supplies category. Supplies are items that are expended or consumed during the planning and conducting of activities for the EMPG Project. (e.g., gloves, non-sterile masks, disposable protective equipment, etc.). Equipment less than $5,000 should be recorded under the “Supplies” category and must be allowable on the Authorized Equipment List (AEL – [https://www.fema.gov/authorized-equipment-list](https://www.fema.gov/authorized-equipment-list)). Please include the AEL Number.

**Equipment** – Equipment for this category refers to non-expendable property equal to or greater than $5,000 per unit, and that has a useful life for more than one year. Equipment less than $5,000 should be recorded under the “Supplies” category. All equipment, whether equal to, less than, or greater, must be listed as allowable on the Authorized Equipment List (AEL – [https://www.fema.gov/authorized-equipment-list](https://www.fema.gov/authorized-equipment-list)). Please include the AEL Number.

**Contractual** – The costs of any contract of sub-grant agreement.

**Other Expenses** – Direct Costs that do not fit any of the aforementioned categories. Please provide an itemized list of Other Expenses.
LEAR Documentation Requirements

The supporting documents required to be submitted are based on the category in which you expended EMPG and Cost Share funds. All supporting documents should be uploaded using the EM Grants Manager system.

- **Personnel** – applicable payroll registers/records identifying employee name(s), payroll amounts, payroll dates, and check and reference numbers.

- **Travel** – travel statements/vouchers, travel policy, receipts, and canceled checks or other proofs of payment.

- **Supplies** – procurement policy, accounting record, purchase orders, shipping receipts, invoices, proof of payment (canceled checks (front and back copy), and bank statements). Supplies are items of equipment costing less than $5,000 per item.

- **Equipment** – procurement policy, accounting record, purchase orders, shipping receipts, invoices, proof of payment (canceled checks (front and back copy) and bank statements), applicable requisition, and bid information. Equipment items equal to or greater than $5,000 or more per item.

- **Contractual** - procurement policy, accounting record, purchase orders, shipping receipts, invoices, proof of payment (canceled checks (front and back copy) and bank statements), requisition and bid information, and a copy of the contract.

- **Other** – procurement policy, accounting record, invoices, shipping receipts, in-kind documentation (EMPG Rosters and applicable calculation documentation), and proof of payment (canceled checks and bank statements).

- **Training** – receipts and canceled checks for registration and other associated training expenses, certificate, or rosters of completed training.

**Notes**

1. An applicable general ledger report should accompany all line items above.
2. Electronic links can be submitted in lieu of paper copies of any requested policies.

The County is not required to include expenses that are above and beyond the total amount (federal award and match requirement). However, if documentation submitted shows expenses that exceed the total amount, please identify the specific EMPG expenditures by highlighting or circling the items.

Please ensure the local entities use measures to protect confidential information being submitted in the supporting documentation. Please redact the following types of confidential information before submission to our agency; individual deductions, tax status and information, garnishment details, social security numbers, and home street addresses.
Paperwork Burden Disclosure Notice

Public reporting burden for this data collection is estimated to average 8 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, Washington, DC, 20472, Paperwork Reduction Project (1660-0115).

PRIVACY NOTICE


This information is being collected for the primary purpose of determining eligibility and administration of FEMA Preparedness Grant Programs and to ensure compliance with existing laws and regulations regarding the environment and historic preservation.

The disclosure of information on this form is required by law and failure to provide the information requested may delay or prevent the organization from receiving grant funding.

Directions for completing this form: This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. Be advised that completion of this form does not complete the EHP review process. You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website: [https://www.fema.gov/media-library/assets/documents/90195.](https://www.fema.gov/media-library/assets/documents/90195) The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: [https://www.fema.gov/environmental-planning-and-historic-preservation-compliance](https://www.fema.gov/environmental-planning-and-historic-preservation-compliance)

Submit completed form through your grant administrator who will forward it to GPDEHPInfo@dhs.gov. Please use the subject line: EHP Submission: Project Title, location, Grant Award Number (Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx).
SECTION A. PROJECT INFORMATION

DHS Grant Award Number: ____________________________

Grant Program: ____________________________________

Grantee: __________________________________________

Grantee POC: ______________________________________

Mailing Address: ___________________________________

E-Mail: ____________________________________________

Sub-Grantee: _______________________________________

Sub-Grantee POC: __________________________________

Mailing Address: ___________________________________

E-Mail: ____________________________________________

Estimated cost of project: ____________________________

Project title: ______________________________________

Project location (physical address or latitude-longitude): ____________________________________________

**Project Description.** Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:
SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1. ☐ Purchase of equipment. Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.

2. ☐ Training and exercises. Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.

3. ☐ Renovations/upgrades/modifications or physical security enhancements to existing structures. Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems; alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.

4. ☐ Generator installation. Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.

5. ☐ New construction/addition. Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.

6. ☐ Communication towers, antennas, and related equipment. Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.

7. ☐ Other. Projects that do not fit in any of the categories listed above. Complete Section C.7.
SECTION C. PROJECT TYPE DETAILS

Check the box that applies to the proposed project and complete the corresponding details.

1. ☐ Purchase of equipment. If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.

   a. Specify the equipment, and the quantity of each: ____________________________

   b. Provide the Authorized Equipment List (AEL) number(s) (if known): ____________________________

   c. Complete Section D.

2. ☐ Training and exercises. If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.

   a. Describe the scope of the proposed training or exercise (purpose, materials, and type of activities required): ____________________________

   b. Provide the location of the training (physical address or latitude-longitude): ____________________________

   c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? ☐ Yes ☐ No

      • If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address): ____________________________

      • If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates): ____________________________

      • Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? ____________________________

      • If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: ____________________________

      • If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date): ____________________________

   d. Would any equipment or structures need to be installed to facilitate training? ____________________________

      • If yes, complete Section D

3. ☐ Renovations/upgrades/modifications, or physical security enhancements to existing structures. If so, Complete Section D.
4. ☐ Generator installation.
   a. Provide capacity of the generator (kW):
   b. Identify the fuel to be used for the generator (diesel/propane/natural gas):
   c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator):
   d. Complete Section D.

5. ☐ New construction/addition.
   a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc):
   b. Provide technical drawings or site plans of the proposed project: ☐ Attached
   c. Complete Section D.

6. ☐ Communication towers, antennas, and related equipment.
   a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment):
   b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment:

   Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.

   c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower:
   d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted:
      • If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project:
   e. Would the tower be free-standing or require guy wires? ☐ Free standing ☐ Guy wires
      • If guy wires are required, state number of bands and the number of wires per band:
      • Explain why a guyed tower is needed to meet the requirements of this project:
   f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)?
   g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating):
   h. Describe the frequency and seasonality of fog/low cloud cover:
i. Provide a list of habitat types and land use at and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh:

j. Is there evidence of bird roosts or rookeries present within ½ mile of the proposed site? □ Yes □ No

• Describe how presence/absence of bird roosts or rookeries was determined:

k. Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable:

l. Distance to nearest existing telecommunication tower:

m. Have measures been incorporated for minimizing impacts to migratory birds? □ Yes □ No

• If yes, Describe:

n. Has a Federal Communications Commission (FCC) registration been obtained for this tower? □ Yes □ No

• If yes, provide Registration #:

• If no, why?

o. Has the FCCE106 process been completed? □ Yes □ No

p. Has the FCC Tower Construction Notification System (TCNS) process been completed? □ Yes □ No

• If yes, Describe:

q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)? □ Yes □ No

• If yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter:

r. Complete Section D.

7. □ Other: Complete this section if the proposed project does not fit any of the categories above.

a. Provide a complete project description:

b. Complete Section D.
SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. ☐ Project Installation

   a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:

   

   b. Would ground disturbance be required to complete the project or training? ☐ Yes ☐ No

   • If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24” dia. x 4’ deep; trenching 12” x 500’ x 18” deep; 22 fence posts, 12” diameter x 3’ deep, and 2 gate posts, 18” diameter x 3’ deep):

   

   • If yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development):

   

   c. Would the equipment use the existing infrastructure for electrical distribution systems? ☐ Yes ☐ No

   • If no, describe power source and detail its installation at the site:

2. ☐ Age of structure/building at project site

   a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built:

   

   • If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s):

   

   b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area? ☐ Yes ☐ No

   • If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map:

   

   c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: http://nrhp.focus.nps.gov/ ☐ Yes ☐ No

   • If yes, identify the name of the historic property, site and/or district and the National Register document number:

   


3. □ Site photographs, maps and drawings
   a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.
      • Labeled, color, ground-level photographs of the project site: [Required]
      • Labeled, color photograph of each location where equipment would be attached to a building or structure: [Required]
      • Labeled, color aerial photographs of the project site: [Required]
      • Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): [Attached]
      • Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old): [Attached]
   b. Are there technical drawings or site plans available?
      □ Yes □ No
      • If yes, attach: [Attached]

Appendix A has guidance on preparing photographs for EHP review

4. □ Environmental documentation
   a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?
      □ Yes □ No
      • If yes, attach documentation with this form: [Attached]
   b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?
      □ Yes □ No
      • If yes, attach documentation with this form: [Attached]
   c. Was a NEPA document prepared for this project?
      □ Yes □ No
      • If yes, what was the decision? (Check one, and please attach):
        □ Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or
        □ Record of Decision (ROD) from an Environmental Impact Statement (EIS).
        Name of preparing agency: ________________________________
        Date Attached: ____________________
Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions.

Minimum requirements for photographs

1. Photographs should be in color.
2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

Best Practices

1. Provide photographs in a separate file.
2. Place no more than 2 pictures per page.
3. Compressing pictures files (such as with Microsoft Picture Manager) or saving the file in PDF format will reduce the size of the file and facilitate e-mail submissions.
4. Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label: 1 of x, 2 of x, . . . x of x.

Options for Creating Photographs

1. Obtain an aerial photo. There are multiple online sources for aerial photographs.
2. For the aerial photo, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photo editing software, such as Paint, or PhotoShop. Use that software to crop the image so the photo has the content necessary.
3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
5. Insert text to label the features and to label the photograph.
6. Use drawing tools to identify ground-disturbing activities (if applicable).
7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.
Appendix A. Supporting Photographs for EHP Grant Submissions

Example Photographs

Aerial Photographs. The example in Figure 1 provides the name of the site, physical address and proposed location for installing new equipment. This example of a labeled aerial photograph provides good context of the surrounding area.

Figure 1. Example of labeled, color aerial photograph.

Ground-level photographs. The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.

Figure 2. Example of ground-level photograph showing proposed attachment of new equipment.
Appendix A. Supporting Photographs for EHP Grant Submissions

Ground-level photograph with equipment close-up. Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint, this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

Ground-level photograph with excavation area close-up. The example in Figure 4 shows the proposed location for the concrete pad for a generator and the ground disturbance to connect the generator to the building's electrical service. This information can be illustrated with either an aerial or ground-level photograph, or both. This example has the name and physical address of the project site.

Figure 4. Ground-level photograph showing proposed ground disturbance area.
Appendix A. Supporting Photographs for EHP Grant Submissions

Communications equipment photographs. The example in Figure 5 supports a project involving installation of equipment on a tower. Key elements are identifying where equipment would be installed on the tower, name of the site and its location. This example provides site coordinates in decimal format.

![Ground-level photograph showing proposed locations of new communications equipment on an existing tower.](image1)

**Figure 5.** Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

Interior equipment photographs. The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.

![Interior photograph showing proposed location of new equipment.](image2)

**Figure 6.** Interior photograph showing proposed location of new equipment.

Ground-level photographs of nearby historic structures and buildings. Consultation with the State Historic Preservation Office (SHPO) may be required for projects involving structures that are more than 50 years old, or are on the National Register of Historic Places. In that event, it will be necessary to provide a color, ground-level photograph of each side of the building/structure.

1 Use of brand name does not constitute product endorsement, but is intended only to provide an example of the type of product capable of providing an element of the EHP documentation.
Staff Report

Subject: DeWitt Road Railroad crossing closure – Intent to Consider
Author: Eric Larson, Asst. County Manager
Department: Development Services
Meeting Date: January 4, 2022
Item Description: Consider a railroad crossing closure at DeWitt Road and seek public input

Summary Recommendation:
The County desires to create a new railroad crossing of the Norfolk Southern railroad to promote growth in the County. NSRR requires the commitment of the community to close an existing crossing per requirements of the Federal Railway Administration. This program aims to identify crossing locations that are considered to provide redundant access by vehicles where the crossing has lower traffic volumes. DeWitt Road crossing is skewed and lacks active warning systems. Alternative access via Shawnee Road is less than ½ mile away and has active warning devices. Therefore, the railroad crossing at DeWitt Road is recommended for consideration for closure.

Executive Summary/Background:
• The County desires to consider closing the crossing on DeWitt Road.
• The County Board of Commissioners intend to conduct a public comment period.
• The County Board of Commissioners intend to conduct a public hearing and consider a motion to close the crossing at the February 1, 2022 regularly scheduled Commission meeting.

Alternatives for Commission to Consider
Alternate #1 – Approve.
Alternate #2 – No Action; request additional information or revision.
Alternate #3 – Reject the proposal to close the railroad crossing on DeWitt Road.

Recommended Alternative: Alternate #1

Other Alternatives: Alternate #2.

Department Review: County Engineering; County Attorney

Funding Source: N/A

Attachments:
1. Project Narrative and location map.
2. Letter to public, adjacent properties.
Install GDOT crossing closure barricade using 5 18' red diamonds

Install "Dead End" road sign at Old Dixie Highway intersection

Install 760 LF pavement removal

Install GDOT crossing closure barricade using 5 18' red diamonds

Drawing is based on a 34" x 22" Sheet

This map illustrates a general plan of the development which is for discussion purposes only. Does not limit or bind the owner and is subject to change and position locations are for illustrative purposes only and are subject to an accurate survey and property description. The information contained in this map is subject to change without notice and is for illustrative purposes only and as such the producer assumes no legal responsibility.

DISCLAIMER

FIGURE: 01

SCALE: 1" = 100'
January 4, 2022

Mr. John Doe
123 Main St.
Springfield, GA 31329

RE: Consideration of a railroad crossing closure on Dewitt Road

Dear Mr. Doe,

The County recently engaged with the Norfolk Southern Railroad to determine what needs are required in order to create a new crossing access in the County for improved east-west vehicular access and continued long-term growth benefits for the County. During these discussions, the County was made aware that there has been a directive from the Federal Highway Administration and the Federal Railway Administration over the last two decades to improve the safety of citizens nationally where we access railroad crossings. This program aims to identify crossing locations that are considered to provide redundant access by vehicles where the crossing has lower traffic volumes. The type of warning devices located at the crossings are also considered as the GDOT Section 130 Program uses the crossing inventory information for every public crossing in the state to determine what crossings will qualify to be programmed for crossing safety improvements annually.

As part of this review, Dewitt Road (Crossing Number: 620060V) has been identified as a redundant, low volume crossing with alternate access provided by Shawnee (Crossing Number: 620057M) which is located approximately a half mile to the southeast of this crossing and has been recommended to be closed. While we do understand closure of any roadway segment can provide some inconvenience, this location is provided reasonable alternative access to the south for while not increasing emergency response times or access in the event of an emergency. Additionally, the alternate crossing is treated with active warning devices that include flashers and gates which provides a safer access point to cross the track which is currently seeing ten trains a day at speeds up to 49 MPH. The crossing proposed to be closed is skewed and has limited sight distance on the approaches which further increases the risk to drivers who use this crossing. The potential of this crossing qualifying under the State’s crossing safety program are unlikely due to the low volume of the road unless a collision occurred at the crossing.

With the above issues in mind, the recommendation to the County Board of Commissioners is to close the road to through traffic at the railroad crossing location on Dewitt Road. On the east side, the gravel shoulder area near the railroad communications tower would remain accessible as an area for vehicles to turn around and on the west side, the road would be abandoned toward the west to the private road accesses on the north and south side of the road and leave enough of a road section just past this point to allow for a three point turnaround using the road shoulders for vehicles to turn around. A exhibit is attached that explains the closure location.

As with any roadway closure, the County Board of Commissioners will be holding a public meeting on February 1, 2022 at 5pm at the NEW Effingham County Administration Building at 804 S. Laurel St., Springfield, GA 31329 to listen to any
concerns regarding this proposal before voting on the proposal. Thank your time and consideration of this safety improvement.

If you have any questions, contact Tim Callanan, County Manager, at (912) 754-2123 or tcallanan@effinghamcounty.org.

Sincerely,

Timothy J. Callanan
County Manager

CC: File
Staff Report

Subject: Resolution to extend a moratorium on rezoning for multifamily housing and R-6 single family residential development.

Author: Teresa Concannon, AICP, Planning & Zoning Manager

Department: Development Services

Meeting Date: January 4, 2022

Item Description: Consideration of a resolution to extend a moratorium on rezoning for multifamily housing and R-6 single family residential development, for a period of thirty (30) days, while the county considers changes to its zoning ordinance.

Summary Recommendation:
The interests of the public necessitate the enactment of a moratorium for health, safety, morals, aesthetics, and general welfare purposes.

Executive Summary/Background:
- As a part of planning, zoning, and growth management, the Board of Commissioners of Effingham County has been reviewing the County’s Comprehensive Plan and the Zoning Ordinance, and has studied the County’s best estimates of the type of development that can be anticipated within the unincorporated areas.
- The Board of Commissioners is committed to growth management that promotes health, safety, morals, aesthetics and the general welfare of the citizens of Effingham County. This includes management of congestion on County roads, security of the public from crime and other dangers, promotion of health and general welfare of residents, and protection of the aesthetic qualities of the County including access to air and light.
- The County is experiencing development pressures that include an increasing number of applications to rezone land for multi-family housing – in the R-3, B-2, and B-3 zoning districts and R-6 single family development, and has determined that a moratorium on new applications is necessary.
- On September 21, 2021, the Board of Commissioners voted to place a moratorium for one hundred and twenty (120) days. Additional time is needed to allow for adequate review of the draft zoning ordinance language.

Alternatives for Commission to Consider
1 - Approve the resolution to extend a moratorium on rezoning land for multifamily and R-6 single family development for 30 days, ending February 20, 2022.
2 – Take no action

Recommended Alternative: Alternative 1
Other Alternatives: N/A

Department Review: Development Services; County Attorney

Funding Source: No new funding requested.

Attachments: 1. Moratorium on rezoning land for multifamily housing and R-6 single family development.
STATE OF GEORGIA  
EFFINGHAM COUNTY  

RESOLUTION NO. 022-003

RESOLUTION OF EFFINGHAM COUNTY, GEORGIA EXTENDING AN EXISTING MORATORIUM ON COMMERCIAL AND RESIDENTIAL RE-ZONINGS FOR PROPERTY TO BE USED FOR MULTI-FAMILY RESIDENTIAL AND R-6 SINGLE FAMILY RESIDENTIAL DISTRICT PURPOSES

WHEREAS, the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as “Board”) directed Development Services to evaluate possible revisions to the Effingham County Zoning Ordinance and development regulations with respect to the regulation of multi-family residential and R-6 single family development so as to address current development trends; and

WHEREAS, on September 21, 2021, the Board adopted Resolution No. 021-048 implementing a four month moratorium (hereinafter referred to as “Moratorium”) on commercial and residential re-zonings for property to be used for multi-family residential and R-6 single family residential district purposes; and

WHEREAS, Development Services needs additional time to complete the revisions to the zoning ordinance; and

WHEREAS, it is in the best interest of the citizens of the County to extend the Moratorium; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

1. The Board does hereby extend the Moratorium until February 21, 2022.

2. The duration of this Moratorium shall be until the Board adopts amendments to its zoning ordinance, abandons this effort by vote of the Board, or until February 21, 2022.

3. The preamble of this Resolution shall be considered to be and is hereby incorporated by reference as if fully set out herein.

4. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with this Resolution.

5. This Resolution shall take effect immediately upon its adoption.
So adopted this ____ day of January, 2022.

BOARD OF COMMISSIONERS OF EFFINGHAM, COUNTY, GEORGIA

___________________________________
Wesley Corbitt, Chairman

ATTEST:

___________________________________
Stephanie D. Johnson, County Clerk

[COUNTY SEAL]
RESOLUTION NO. 021-048

RESOLUTION ENACTING A MORATORIUM FOR A PERIOD OF FOUR MONTHS ON COMMERCIAL AND RESIDENTIAL RE-ZONINGS FOR PROPERTY TO BE USED FOR MULTI-FAMILY RESIDENTIAL AND R-6 SINGLE FAMILY RESIDENTIAL DISTRICT PURPOSES WHILE THE COUNTY CONSIDERS CHANGES TO ITS ZONING ORDINANCE

WHEREAS, recent development trends in the County suggest that current trends for multi-family residential use and R-6 single family residential district use may not be adequately addressed by the current County Zoning Ordinance; and

WHEREAS, the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as “Board”) is vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the unincorporated areas of the County; and

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other development approvals where exigent circumstances warrant the same, pursuant to the case law found at Taylor v. Shetzen, 212 Ga. 101, 90 S.E.2d 572 (1955); Lawson v. Macon, 214 Ga. 278, 104 S.E.2d 425 (1958); and most recently City of Roswell et al v. Outdoor Systems, Inc., 274 Ga. 130, 549 S.E.2d 90 (2001); and

WHEREAS, the Courts take judicial notice of a local government's inherent ability to impose moratoria on an emergency basis; and

WHEREAS, the Georgia Supreme Court, in the case of DeKalb County v. Townsend, 243 Ga. 80 (1979), held that, “To justify a moratorium, it must appear first, that the interests of the public generally, as distinguished from those of a particular class, require such interference; and second, that the means are reasonably necessary for the accomplishment of the purpose, and not unduly oppressive upon individuals.” The Board has found that the interests of the public necessitate the enactment of a moratorium for health, safety, morals and general welfare purposes by means which are reasonable and not unduly oppressive; and

WHEREAS, the Board therefore considers it paramount that land use regulation continues in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the County. The Board has always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; and in particular the
lessening of congestion on County roads, security of the public from crime and other
dangers, promotion of health and general welfare of its citizens, protection of the
aesthetic qualities of the County including access to air and light, and facilitation of
the adequate provision of transportation and other public requirements; and

WHEREAS, it is the belief of the Board that the concept of “public welfare” is
broad and inclusive; that the values it represents are spiritual as well as physical, aesthetic
as well as monetary; and that it is within the power of the Board “to determine that a
community should be beautiful as well as healthy, spacious as well as clean, well balanced as
well as carefully patrolled,” Berman v. Parker, 348 U.S. 26, 75 S.Ct. 98 (1954), it is also the
opinion of the Board that “general welfare” includes the valid public objectives of aesthetics,
conservation of the value of existing lands and buildings within the County, making the most
appropriate use of resources, preserving neighborhood characteristics, enhancing and
protecting the economic well-being of the community, facilitating adequate provision of public
services, and the preservation of the resources of the County; and

WHEREAS, the Board is, and has been interested in developing a cohesive and coherent
policy regarding residential and commercial growth and zoning in the County, and have
intended to promote community development through stability, predictability and balanced
growth which will further the prosperity of the County as a whole; and

WHEREAS, the Board has directed the Development Services to evaluate possible
revisions to the Effingham County Zoning Ordinance and development regulations with respect to
the regulation of multi-family residential and R-6 single family development so as to address
current development trends; and

WHEREAS, it is in the best interest of the citizens of the County to place a
moratorium on the application and issuance of residential and commercial re-zonings
until the review is completed.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS
OF EFFINGHAM COUNTY, GEORGIA, in regular meeting assembled and pursuant to lawful
authority thereof, as follows:

1. In order to adequately study said issues and any zoning ordinance amendments determined to
be required, the Board finds as follows: the zoning ordinance and comprehensive land use plan
require review as they relate to multi-family housing and R-6 single family housing; substantial
detriment and irreparable harm may result if further regulation of multi-family housing and R-6
single family is needed and not implemented; said review of the ordinance and plan requires that
a cessation of limited duration of rezoning be implemented with regard to multi-family housing
and R-6 single family developments; and it is necessary and in the public’s interest to delay, for a
reasonable and finite period of time, the acceptance or processing of any applications for such

Page 2 of 4
developments to ensure that the design, development, and location are consistent with the long-
term planning objectives of the County.

2. There is hereby imposed a moratorium on the acceptance by County staff of rezoning or the 
acceptance of applications for rezoning for the development of multi-family housing and R-6 
single family developments as such as provided for under the zoning ordinance of the County. For 
purposes of this moratorium, the “multi-family developments” and “single family developments” 
are those that are currently allowed under the County zoning ordinance in the following zones:

Section 5.6 R-3 Multifamily Residential Districts.
Section 5.8 R-6 Single-family residential district (six dwellings per acre).
Section 5.10 B-2 General Commercial Districts.
Section 5.11 B-3 Highway Commercial Districts.

3. The duration of this moratorium shall be until the County adopts amendments to its zoning 
ordinance, abandons this effort by vote of the Board, or until January 21, 2022.

4. This moratorium shall have no effect upon rezoning occurring before the effective date of 
this Resolution.

5. It is hereby declared to be the intention of the Board that all sections, paragraphs, sentences, 
clauses and phrases of this Resolution are and were, upon their enactment, believed by the 
Board to be fully valid, enforceable and constitutional. It is hereby declared to be the intention 
of the Board that, to the greatest extent allowed by law, each and every section, paragraph, 
sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase therein. It is hereby further declared to be the intention 
of the Board, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution. In the event that any phrase, clause, sentence, paragraph or 
section of this Resolution shall, for any reason whatsoever, be declared invalid, 
unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of 
competent jurisdiction, it is the express intent of the Board that such invalidity, 
unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render 
invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, 
sentences, paragraphs or sections of the Resolution and that, to the greatest extent allowed by 
law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall 
remain valid, constitutional, enforceable, and of full force and effect.

6. All Resolutions or parts of Resolutions in conflict with this Resolution are, to the extent of 
such conflict, hereby repealed.

7. The preamble of this Resolution shall be considered to be and is hereby incorporated by 
reference as if fully set out herein.
8. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with this Resolution.

9. The Resolution shall take effect immediately upon its adoption.

So adopted this 21st day of September, 2021.

BOARD OF COMMISSIONERS OF EFFINGHAM, COUNTY, GEORGIA

Roger Burdette, Vice Chairperson

ATTEST:

Stephanie D. Johnson, County Clerk
Staff Report

Subject: New Haven at Belmont Glen Lift Station Agreement
Author: Eric Larson, Asst. County Manager
Department: Development Services
Meeting Date: January 4, 2022
Item Description: Approve funding and payment for reimbursement for the design and construction of a sanitary sewer lift station.

Summary Recommendation:
Approve funding in the amount of $359,733.30 to reimburse the developer of New Haven at Belmont Glen, Clover Pointe Development, LLC, for ½ of the design cost and 100% of the construction cost of the sanitary sewer lift station. Payment to be made after 30 permits are requested or the County accepts the lift station.

Executive Summary/Background:
- On March 17, 2020, the County entered into a water sewer agreement with Clover Pointe Development, LLC for cost share in the design and construction of a sanitary sewer lift station.
- Design costs by Hussey, Gay, Bell were $21,250, with the County to reimburse for $10,625.
- Construction cost by Tyson Utilities was $349,108.30.
- Construction is complete and the County is ready to accept dedication of the lift station and easements.

Alternatives for Commission to Consider
1 - Approve the funding in the amount of $359,733.30 to fulfill the commitment of the water and sewer agreement with Clover Pointe Development, LLC for New Haven at Belmont Glen Subdivision.
2 – Take no action / Request additional information.

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: Development Services; County Attorney

Funding Source: GL 507-4441-106-54-1409-2 ($10,625)
GL 507-4441-106-54-1409-1 (349,108.30)

Attachments: 1. Letter from HGB requesting reimbursement.
2. Water and Sewer Agreement dated March 17th, 2020 with staff notes on final costs.
August 10, 2021

Mr. Eric Larson  
Assistant County Manager  
Effingham County  
601 N Laurel Street  
Springfield, GA 31329

RE: NEW HAVEN AT BELMONT GLEN LIFT STATION  
HODEVILLE ROAD

Dear Mr. Larson:

New Haven at Belmont Glen construction is progressing to where we anticipate finals and punchouts within 30 days. Therefore, on behalf of the client, Clover Point, LLC, I am re-igniting the discussion on the lift station. The has substantially been constructed at this point and at various points been observed by the County or their agents. This is a reminder that the lift station was a mutually agreed upon option between the developer and the County to limit the amount of gravity infrastructure needed and originally contemplated down Hodgeville Road.

The agreement between the County (attached) was formally agreed upon on March 17, 2020. The letter states that within 7 Days of the builder paying 30 building permit fees, that no more than $159,000.00 will be paid to the developer to cover ½ of the design cost (para 12). It further states that the County will reimburse the developer 100% of the construction cost of the lift station and force main with force main connections to the existing force main (para 12).

The maximum payment of $159,000.00 from the County shall occur upon payment of the thirtieth building permit for the site. Effingham County is a county in which ‘pre-building’ cannot occur. For as much, it may be some time before this happens, and it is understood that the $159,000 payment will not occur until such time that this thirtieth building permit is obtained (Para 13).

Further, the county agrees to pay the balance of the construction costs to the developer upon acceptance of the lift station by the County. It is acknowledged there are other things that are required by the developer to include but not limited to the following:

1. Completion  
2. Inspections  
3. Bonds  
4. Dedication  
5. Plats of Record

However, it is an opportune time to discuss the financial portions of the project. To date the developer has paid $21,250 in design of the lift station to include: station design, manifold design, electrical design, site design, and downstream analysis. Per the agreement, the developer is entitled to 50% of this value upon payment of the thirtieth building permit totaling $10,625.

The project was competitively bid between four contractors. The selected utility contractor for the site was Tyson Utilities. Their total price for the project including the force main, site, station, and electrical are $349, 108.30. To date there are no change orders on the project. Up to $159,000 shall be paid upon purchase of the thirtieth building permit. This means that $159,000-$10,625 = $148,375 shall be paid for the station at such time. This still leaves $200,733.30 to be paid by the County upon acceptance of the lift station.
Your confirmation of such is greatly appreciated. Please let me know if there is anything you need further.

Regards,
Hussey Gay Bell

C. J. Chance

Cc: Tim Callanan
Beth Williams-Holley
LIFT STATION CONSTRUCTION AGREEMENT

This Lift Station Construction Agreement (hereinafter referred to as "Agreement") is made and entered into this 17th day of March, 2020 by and between and Clover Pointe Development, LLC (hereinafter referred to as the "Developer") and the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "County").

RECITALS

WHEREAS, Clover Pointe Development, LLC is developing the subdivision known as New Haven at Belmont Glen (hereinafter referred to as the "Subdivision"), consisting of approximately 300 residential or equivalent residential units as shown on the attached drawing entitled "Rezoning Site Plan New Haven at Belmont Glen Effingham County, Georgia" prepared by Hussey Gay Bell, dated April 5, 2019, and the Developer desires certain commitments from the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "County"), in regards to construction of a Lift Station to serve the Subdivision; and

WHEREAS, the Lift Station will allow the County to provide potable water, re-use water, and sewer services to the Subdivision; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

IT IS AGREED that this Agreement supersedes and replaces all previous agreements, memoranda or correspondence between the County and Konter Development Company, Inc., and the County and Clover Pointe Development, LLC, whether written or oral among the parties with respect to the subject matter of this Agreement including but not limited to the Water, Sewer, and Re-Use Water Service Agreement dated April 1, 2008, and the Water, Sewer, and Re-Use Water Service Agreement dated November 9, 2010.

IT IS FURTHER AGREED that the Developer has retained or will retain, subject to approval by the County's Engineers, one or more competent professional engineers registered in the State of Georgia to design the Lift Station that will serve the Subdivision.

IT IS FURTHER AGREED that the Developer shall construct the Lift Station subject to inspection and approval by County engineers and ensure their engineer's conformance to area planning, adequacy of design, and conformance to County needs and requirements regarding location, size, capacity, and quality of construction.

IT IS FURTHER AGREED that the Developer shall provide the County a statement from the project engineer certifying that the materials and workmanship of Lift Station equipment and other related materials and work meet the County's specifications and standards.

IT IS FURTHER AGREED that upon request of the County, the certification shall be substantiated by material affidavits from suppliers and by applicable testing as required by County engineers in accordance with County specifications and standards.

IT IS FURTHER AGREED that the Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the Lift Station.
IT IS FURTHER AGREED that upon completion of the Lift Station and all related facilities including "as-builds" drawings, the County will accept title thereto and assume responsibility for maintenance and operation of those portions located within public easements and rights-of-way. This acceptance shall include all rights, title and interest that the Developer has in the water and sanitary sewer systems serving the Subdivision and also all easements and/or rights-of-way required for the purpose of maintenance thereof. The County shall not accept title to or responsibility for maintenance of sewage lateral lines outside of public easements or rights of way.

IT IS FURTHER AGREED that the Developer shall provide to the County a recordable plat(s) showing all utilities within public easements and/or rights-of-way to be owned and maintained by the County. This document shall be provided prior to construction. Should installation deviate from the original recordable plat, the Developer will provide to the County a revised recordable plat showing all utilities in public easements and rights-of-way. Should the Developer fail to provide the revised plat the County will not release the Subdivision nor will a Certificate of Occupancy or water meter be issued.

IT IS FURTHER AGREED that the County shall pay for one-half (1/2) of the design costs. The County's share shall not exceed $ 159,000.00.

$349,108.30

IT IS FURTHER AGREED that the County shall reimburse Developer one hundred percent (100%) of the construction costs for the Lift Station and such connections to the existing force main.

10625 +
(349108.30/2) = $185,179.15

$349108.30/2 = $174,554.15

IT IS FURTHER AGREED that the County shall pay its one-half (1/2) of the design costs and one-half (1/2) of the construction costs within seven (7) days after the Developer pays the County for thirty (30) building permits in the amount of $159,000.00 which equates to $5,300.00 per lot.

IT IS FURTHER AGREED that the County shall pay the remaining balance of the construction costs to the Developer within seven (7) days of final acceptance of the Lift Station and related infrastructure which shall occur at a regular called monthly commission meeting.

IT IS FURTHER AGREED that the Developer shall construct the potable water, re-use water, and sewer systems within the Subdivision (hereinafter "Project Improvements") as required by County ordinances, standards, rules, and regulations. All design, construction, inspection, and other costs incurred to construct the Project Improvements and connect to the County water, sewer, and re-use water systems shall be paid for by the Developer.

IT IS FURTHER AGREED that all provisions of law now or hereafter in effect relating to water, sewer, and re-use water service by the County shall be applicable to this Agreement.

IT IS FURTHER AGREED that this Agreement between the County and the Developer may not be transferred or assigned in whole or in part without prior approval of the County being endorsed thereon, and that any violation of this limitation shall terminate the County's obligation and forfeit the Developer's rights thereunder. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County. This Agreement shall constitute the entire agreement between the parties. Any modifications or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions,
but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect. The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

IT IS FURTHER AGREED that this Agreement shall finally terminate two (2) years after date of execution or upon completion of the Lift Station and final acceptance by the County whichever occurs first, after which the County shall not be liable for any further obligation thereunder. On this basis, this Agreement shall terminate at the latest on **March 17**, 2022 (this date is two (2) years from the date entered in the first paragraph of this Agreement).

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

Clover Pointe Development, LLC

By: [Signature]

Its: [Signature]

By: [Signature]

Its: [Signature]

Signed, sealed and delivered this **30** day of **April**, 2020, in the presence of:

**WITNESS**

[Signature]

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

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: [Signature] Wesley Corbitt
Its: Chairman

Attest: [Signature] Stephanie Johnson
Its: County Clerk

Signed, sealed and delivered this 17th day of March, 2020, in the presence of:

[Signature] Cheri Sale
WITNESS

[Signature]
NOTARY PUBLIC
Staff Report

Subject: McCall Park Renovations Change Order #3
Author: Eric Larson, Asst. County Manager
Department: Development Services
Meeting Date: January 4, 2022
Item Description: Change Order for fencing changes.

Summary Recommendation:
To promote a higher aesthetic look, lesser maintenance, and uniformity with other County parks, staff is recommending a change in the fencing for the project. The galvanized metal fence will be replaced with a black vinyl coated metal fence. In addition, the fence surrounding the baseball field will be increased from 4 ft. to 6 ft. tall to be in conformance with accepted field design standards.

Executive Summary/Background:
- Original contract cost = $419,600
- Change Order #1 = $58,145
- Change Order #2 = $103,800
- Current contract cost = $581,545
- Change Order #3 = $35,425
- Revised contract cost = $616,970
- Contractor has requested an additional 60 days to complete the work, mostly due to the lead time on delivery of the new materials.

Alternatives for Commission to Consider
1 - Approve the Change Order in the amount of $35,424.78.
2 – Take no action / Deny – The additional items will not be added.
3 – Table for additional evaluation. The contractor will need to stop work while a decision is made. Time delays will likely result in a claim for additional compensation.

Recommended Alternative: Alternative 1
Other Alternatives: 2

Department Review: Development Services; County Attorney
Funding Source: GL 321-6130-039-54-1252 (with additional revenue provided) or SPLOST.

Attachments: 1. Change Order #3 Request
Project: _Construction – McCall Park Renovation_

Contract Date: _June 15, 2021_

Change Order Effective Date: ____________

Change Order Issued to:  _Rain-N-Shine Irrigation, LLC_

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>BID QTY</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Change Baseball Field Fencing from 4’ galv. Cyclone to 6’ Black Vinyl 9 gauge core</td>
<td>LS</td>
<td>1</td>
<td>$31,896.19</td>
<td>$31,896.19</td>
</tr>
<tr>
<td>2</td>
<td>Change Dog Park fencing from 6’ Galv. To 6’ Black Vinyl 9 gauge core</td>
<td>Each</td>
<td>1</td>
<td>$22,785.69</td>
<td>$22,785.69</td>
</tr>
<tr>
<td>3</td>
<td>Deduct (return Baseball Galv. Fencing Less 30% restocking Fee)</td>
<td>Each</td>
<td>1</td>
<td>-$11,961.97</td>
<td>-$11,961.97</td>
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<tr>
<td>4</td>
<td>Deduct (return Dog Park Galv. Fencing Less 30% restocking Fee)</td>
<td>Each</td>
<td>2</td>
<td>-$8,865.13</td>
<td>-$8,865.13</td>
</tr>
<tr>
<td>5</td>
<td>Labor and Materials to Paint the existing Galvanized Backstop Framing Black to match black Vinyl Fencing</td>
<td>Each</td>
<td>1</td>
<td>$1,570.00</td>
<td>$1,570.00</td>
</tr>
</tbody>
</table>

Prices include Fuel Charges and Shipping
Lead time on ordering fence is 8-10 weeks

TOTAL: $35,424.78

The original Contract Sum was: $419,600.00

Net change by previously authorized Change Orders: $161,945.00

The Contract Sum prior to this Change Order was: $581,545.00

The Contract Sum will be increased by this Change Order: $35,424.78

The new Contract Sum including this Change Order will be: $616,969.78

The Contract Time will be increased by 60 days (To Allow for Material Order/Delivery)

The Time allowed for completion is therefore _May 10, 2022_ (subject to Delivery date of vinyl fencing)

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

By: ________________________________
Date: ______________________________

Contractor
Rain-N-Shine Irrigation, LLC
177 Ollie Morgan Road
Clyo, GA 31303

By: ________________________________
Date: ______________________________
Staff Report

Subject: LMIG 2022 Engineering Services Phase 1
Author: Eric Larson, Asst. County Manager
Department: Development Services
Meeting Date: January 4, 2022
Item Description: Ratification of a contract to provide Phase 1 engineering services for the LMIG 2022 application to GDOT.

Summary Recommendation:
Award a contract to Roberts Civil Engineering in the amount of $19,700 to prepare and submit the LMIG 2022 project application and the LMIG 2023 county mileage update. Included in this task is a pavement condition assessment and ranking of the project listing provided by the County Public Works Department.

Executive Summary/Background:
- Each year the County is required to certify and report the total mileage of all County roads for purposes of distributions of LMIG funds. The deadline is December 31, 2021.
- Annually, the County applies for our allocation of LMIG funds for road resurfacing projects. The deadline is February 1, 2022.
- The County Engineer solicited proposals from 3 engineering firms from the 2021 IDC contractor list. The County received only 1 proposal from Roberts Civil Engineering.
- Phase 1 of the proposal includes preparation of the applications and a condition assessment and prioritization of the roads to be recommended for the LMIG 2022 program. Phase 1 is $19,700.
- Due to the pending deadline, the County Manager entered into agreement with Roberts Civil Engineering on December 15, 2021.

Alternatives for Commission to Consider
1 - Approve via ratification the contract for LMIG 2022 Phase 1 Engineering Services to Roberts Civil Engineering in the amount of $19,700.
2 – Postpone action / Seek more information. County staff will have to prepare the LMIG 2023 mileage certification without consultant assistance.
3 – Take no action / Deny

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2

Department Review: Development Services; County Attorney
Funding Source: GL 270-4205-025-52-1102.

Attachments:
1. Roberts Civil Engineering Proposal
2. Copy of Notice to proceed.
NOTICE TO PROCEED

TO: Roberts Civil Engineering
RE: NOTICE TO PROCEED

Task 1 – Preconstruction Phase - Effingham County 2022 LMIG Support and CM Services

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within 24 hours receipt of the Notice to Proceed unless otherwise agreed and to be completed no later than January 31, 2022. Any additional expenses will need to be approved by the Effingham County Board of Commissioners in the form of a change order.

Dated this 15th day of December, 2021

Effingham County Board of Commissioners

Tim Callahan, County Manager

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: Roberts Civil Engineering, LLC

By: Jeff Bors

Title: Director of Municipal Consulting

Date of Acceptance: December 14, 2021
NOTICE TO PROCEED

TO: Roberts Civil Engineering
RE: NOTICE TO PROCEED

Task 2 – Construction Phase - Effingham County 2022 LMIG Support and CM Services

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within 24 hours receipt of the Notice to Proceed unless otherwise agreed and to be completed within ____ calendar days from that time. Any additional expenses will need to be approved by the Effingham County Board of Commissioners in the form of a change order.

Dated this _____day of _____________, 2022

Effingham County Board of Commissioners

______________________________
Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: ________________________________
By: ________________________________
Title: ________________________________
Date of Acceptance: ____________________
Roberts Civil Engineering Municipal Team Proposals

for

Effingham County 2022 LMIG Support and CM Services

December 10, 2021
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Mr. Eric Larson  
Effingham County  
804 South Laurel Street  
Springfield, Georgia 31329  

Re: Proposals for 2022 LMIG Support and CM Services  

Dear Mr. Larson,  

The Roberts Civil Engineering Municipal Team is pleased to submit these Proposals to Effingham County for supporting your upcoming 2022 LMIG Projects. RCE has an established track record with successfully completed projects for our county and municipal clients in the region, and we appreciate this additional opportunity to serve Effingham County.  

RCE proposes PreConstruction Phase Services to support your LMIG application, to survey, document, and budget the forty-seven (47) miles of roads requested, and to help you prioritize and plan how your $884,320 investment in 2022 LMIG repairs will be made. We also offer a supplemental Construction Phase Services Proposal for helping you contract for and manage the actual repair projects that you select.  

We are prepared to commence PreConstruction Phase Services support of your LMIG Application and our road surveys before the end of this year if we are awarded this Project.  

Our Team and I look forward to meeting with you at your convenience to discuss how we can best serve Effingham County.  

Sincerely,  

Johnathan Roberts, P.E.  
President
PROPOSED WORK PLAN

LMIG Application
Immediately upon Effingham County direction to proceed with PreConstruction Phase Services, the Roberts Civil Engineering Municipal Team will work with Effingham County to build the LMIG Application. RCE will submit and track the Application on behalf of Effingham County.

Road Survey, Documentation, and Budgeting
The Roberts Civil Engineering Municipal Team includes team members from First Step Pavement Management and Whitaker Labs. Immediately following direction to proceed with PreConstruction Phase Services, RCE will work with Effingham County to prioritize and schedule the road surveys, and to schedule the core sampling of the fly ash base roads to verify base stability. FSPM will incorporate road condition, recommended repairs, and budgeting information into their Pavement Management System, in preparation for Effingham County LMIG road paving repair allocation decisions.

Prioritization, Planning, Specification
Upon completion of the First Step Pavement Management surveys and budgeting, the Roberts Civil Engineering Team will work to help Effingham County prioritize their investment in the road paving repairs most needed. In support of the budgeting process, RCE will generate an overall Schedule and road-specific Specifications for paving repair.

Bid Packaging
Upon an award for Construction Phase Services, the Roberts Civil Engineering Municipal Team will assist the County’s Procurement Officer in the preparation of Construction Bid Invitations and Bid Packages for road paving repair. RCE representatives will attend procurement coordination meetings, provide technical specifications, prepare bid sheet items and quantities, establish payment controls, and provide overall support to the Procurement Officer during the Bid Package preparation. The Municipal Team at RCE understands the importance of providing clear specifications and guidelines to the potential Contractors during the bid process to obtain the most competitive, responsive bids possible.

Contractor Bidding
Procuring a qualified and experienced Paving Contractor will be vital to the success of the Project. The Roberts Civil Engineering Municipal Team will help solicit the participation of all qualified Contractor Bidders in the region. Once the Contractor Bid Invitation has been advertised, RCE will provide comprehensive technical support for the bidding process. Our RCE Team will be available to Contractor bidders at the Pre-Bid Meetings, will formally respond to all Contractor questions, will evaluate the Contractor bids, and will provide the County Procurement Officer with an award recommendation.

Construction Management
The Roberts Civil Engineering Municipal Team will provide comprehensive Construction Management services during road paving repair construction. RCE will plan and lead pre-construction planning meetings, plan and lead weekly onsite meetings with all stakeholders, provide RFI review and responses, facilitate scheduling and access coordination, provide and document weekly site quality control inspections, evaluate Contractor pay requests, review Contractor materials testing results, conduct final
punch list inspections, and support final project close-out approvals. The RCE team understands the vital importance of clear and open lines of communication between Effingham County staff, the Construction Management team, and the Contractor. RCE will provide the documentation of the weekly onsite meetings and weekly site quality control inspections necessary to keeping the Contractor successfully on schedule. RCE will proactively address unforeseen challenges. Ensuring the success of the Project for the Residents of Effingham County is our mission.
PreConstruction Phase Services:

- LMIG Application Support: $2,340. Not to Exceed Fee
- Road Survey, Documentation, Budgeting Support: $6,110. Fixed Lump Sum Fee
- Prioritization, Planning, Specification Support: $11,250. Not to Exceed Fee

PreConstruction Phase Services Total: $19,700. Not to Exceed Fee

Construction Phase Services:

- Bid Packaging, Bidding, CM Support: $38,327. Not to Exceed Fee

Construction Phase Services Total: $38,327. Not to Exceed Fee

The Fixed Lump Sum Fee for Road Survey, Documentation, and Budgeting Support is based upon a Fixed Rate of $130. per mile for the requested 47 miles of road. We propose this Fixed Rate for minor adjustments in overall road length that Effingham County may require.

The Hourly Billable Rates we have used in this Proposal to project our Not to Exceed Fees for LMIG Application Support and Project Management are tied to our existing May 11, 2021 Indefinite Delivery Contract with Effingham County. In accordance with the Terms and Conditions of that agreement, we will only invoice for Hours actually worked. RCE believes that the Hours projected in this Proposal are sufficiently ample to properly and efficiently manage the PreConstruction and Construction Phases of the Project, and that there is the potential for Fee Savings within each of our Not to Exceed Fees assuming normally anticipated road paving repairs. If it is determined that the 2022 LMIG Project will also include roads involving the more involved process of Full Depth Reclamation (FDR) road base stabilization, RCE reserves the right to negotiate mutually- equitable adjustments to our proposed Construction Phase Services Not to Exceed Fee.

The Roberts Civil Engineering Municipal Team would be honored to serve Effingham County with both PreConstruction Phase and Construction Phase Services. RCE proposes to earn the future Construction Phase award by first delivering superior PreConstruction Phase service. Effingham County may purchase PreConstruction Services alone without any obligation to purchase future Construction Phase Services.
Staff Report

Subject: LMIG 2022 Engineering Services Phase 2
Author: Eric Larson, Asst. County Manager
Department: Development Services
Meeting Date: January 4, 2022
Item Description: Approval of a contract to provide Phase 2 engineering services for the LMIG 2022 construction project.

Summary Recommendation:
Award a contract to Roberts Civil Engineering in the amount of $38,327 to prepare specifications, bid package and provide construction oversight for the LMIG 2022 projects.

Executive Summary/Background:
• Annually, the County applies for our allocation of LMIG funds for road resurfacing projects. Those funds are used to resurface various county roads. Plans, specifications, and bid documents are needed, as well as oversight during construction.
• The County Engineer solicited proposals from 3 engineering firms from the 2021 IDC contractor list. The County received only 1 proposal from Roberts Civil Engineering.
• Phase 2 of the proposal includes preparation of the plans, specifications, and bid documents for the LMIG 2022 program. It also provides construction management services. Phase 2 is $38,327.
• Due to the pending deadline, the County Manager entered into agreement with Roberts Civil Engineering for Phase 1 on December 15, 2021. Those services will be complete by February 1, 2022 and include the LMIG application.

Alternatives for Commission to Consider
1 - Approve the contract for LMIG 2022 Phase 2 Engineering Services to Roberts Civil Engineering in the amount of $38,327.
2 – Postpone action / Seek more information. County staff will have to prepare the LMIG 2022 construction specifications and bid package and oversee construction without consultant assistance.
3 – Take no action / Deny

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2

Department Review: Development Services; County Attorney
Funding Source: GL 270-4205-025-52-1102.

Attachments: 1. Roberts Civil Engineering Proposal
2. Copy of Notice to proceed.
NOTICE TO PROCEED

TO: Roberts Civil Engineering
RE: NOTICE TO PROCEED

Task 1 – Preconstruction Phase - Effingham County 2022 LMIG Support and CM Services

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within 24 hours receipt of the Notice to Proceed unless otherwise agreed and to be completed no later than January 31, 2022. Any additional expenses will need to be approved by the Effingham County Board of Commissioners in the form of a change order.

Dated this 15th day of December, 2021

Effingham County Board of Commissioners

Tim Callanan, County Manager

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: Roberts Civil Engineering, LLC
By: Jeff Bors
Title: Director of Municipal Consulting
Date of Acceptance: December 14, 2021
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Dated this _____ day of __________, 2022

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1
Roberts Civil Engineering Municipal Team Proposals

for

Effingham County 2022 LMIG Support and CM Services

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FEE PROPOSALS

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Staff Report

Subject: Meeting Cancellation
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 01/04/2022
Item Description: Consideration to approve to cancel the February 1, 2022 Board of Commissioners Meeting

Summary Recommendation:
Staff is requesting approval due to the upcoming Effingham Day at the Capitol.

Executive Summary:
The Board of Commissioners meets the 1st and 3rd Tuesday of each month as noted within our enabling legislation. However, there are times it is necessary to cancel or reschedule a meeting due to other business engagements.

Background:
The Chamber's annual Effingham Day at the Capitol event is scheduled for January 31st and February 1st in Atlanta. This venture allows for the opportunity to engage our legislators as well as schedule pertinent meetings with other state level entities. The event was not held over the last year due to the COVID-19 pandemic.

Alternatives for Commission to Consider:
1. Approve to cancel the February 1, 2022 Board of Commissioners meeting
2. Do not approve to cancel the meeting.

Recommended Alternative: Staff recommends Alternative number 1

Other Alternatives: Move the meeting to another date.

Department Review: Administration

Funding Source: No funding required

Attachments: None
Staff Report

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

Author: Teresa Concannon, AICP, Planning & Zoning Manager

Department: Development Services

Meeting Date: January 4, 2022

Item Description: Information on revisions to R-3, R-6, B-1, B-2, and B-3 zoning districts.

Summary Recommendation: Information on proposed ordinance revisions is provided for discussion and guidance.

Executive Summary/Background:

- The revisions include an update and expansion of Zoning Ordinance definitions, to clarify the county’s interest in promoting growth that is orderly and predictable, with the least amount of disturbance to landowners and to the citizens of the county:
  - Clarify open space, multifamily, and mixed use residential definitions.
- Expanded information and guidance for development in the R-3 zoning district:
  - Maximum density reduced from 12 to 9 units per acre,
  - Specific open space requirements per unit, and increased guidance on open space calculations.
- Expanded guidance for development in the R-6 zoning district:
  - Maximum density reduced from 6 to 4.5 units per acre,
  - Increase in minimum lot size from 6,600 sf (.15ac) to 8,500 sf (.19ac)
  - Reduction in open space requirement from 20% to 10%, and a reference to the new common open space definition which excludes ponds, lakes, and buffers if not usable by residents for recreation purposes.
- Revision of permitted uses in B-1, B-2, and B-3 zoning districts to clarify intent regarding residential/commercial development; maximum density of 12 units per acre established for mixed use.
- Expansion of lot and building requirements for multifamily development in B-2 zoning district

Alternatives for Commission to Consider

1 – Provide input to staff.
2 – Take no action.

Recommended Alternative: 1

Other Alternatives: N/A

Department Review: Development Services; County Attorney

Funding Source: N/A

Attachments:

1. Proposed ordinance revisions
ARTICLE II. - DEFINITIONS

2.21.1 Common outdoor open space. Areas accessible from all parts of the development. Common open space can include passive or active recreation area, pathways, swimming pools, and open areas for congregating. Ponds and lakes may be used for up to 50 percent of required common open space. Ponds, lakes, buffers or other spaces that are not usable by the residents of a development for recreational purposes shall not be included in common outdoor open space.

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

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

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

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

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

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

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

2.25.7 Garden Apartment. Three or more attached dwelling units in a two- or three-story building with each unit being one story.

2.25.8 Multifamily. A building designed for or occupied by three or more families. Includes condominiums, townhouses and garden apartments.

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

   e, Non-residential and multifamily in the same building (e.g., retail on ground floor, multifamily above), or
b. Multifamily and another primary non-residential use located in different buildings sited on the same lot or parcel (e.g., multifamily located on the same parcel as an office building).

c. Both options shall be designed, located, and oriented on the site so that non-residential uses are directly accessible to residents of the development. For the purposes of this section, “directly accessible” shall mean pedestrian and vehicular access by way of improved sidewalks or paths and streets that do not involve leaving the development or using a major thoroughfare. “Directly accessible” does not necessarily mean that non-residential uses need to be located in a particular location, but that the siting of such uses considers the accessibility of the residential component of the development to the non-residential use.

ARTICLE V. - Uses Permitted in Districts

5.6 - R-3 Multifamily residential districts.

5.6.1 Permitted uses.

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

5.6.1.2 Multiple-family dwellings, roominghouses, fraternities, sororities, and dormitories.

5.6.1.3 [4] Government-owned utilities, except publicly-owned treatment plants permitted by the State of Georgia and water storage facilities in excess of 1,000,000 gallon capacity, provided that wells, pump stations, meter stations, and water storage facilities must be enclosed by a painted or chain-link fence or wall at least six feet in height above finished grade and provided there is neither office nor commercial operation nor storage of vehicles or equipment on the premises.

5.6.3 Lot and building requirements.

Principal buildings. Garden apartment or townhouse.

<table>
<thead>
<tr>
<th>Living units</th>
<th>Density (applicable to single family and multifamily)</th>
<th>Maximum 12-9 per acre</th>
</tr>
</thead>
</table>

Commented [LEA1]: The reduction in density will not affect the existing projects or projects under review as none of these are at the 12 du/acre max density (none are more than 8, if you wanted to go that low, but may not result in mixed-use, etc).
Minimum lot width at building line | 150 feet  
---|---  
Minimum setback from public street | 35 feet  
Minimum front yard | 10 feet  
Minimum rear yard | 15 feet  
Minimum side yard (interior) | 15 feet  
Minimum side yard (street) | 35 feet  
Maximum building height | 35 feet  
Maximum percent of [lot coverage] | 40 percent  

5.6.4 Amenity requirements.

5.6.4.1 All multi-family residential projects must provide 150 square feet of on-site common outdoor open space per multi-family dwelling unit. All single-family developments must provide 10 percent of total acreage as common outdoor open space. Open space calculations must be on the subdivision plat. Common outdoor open space includes landscaped courtyards, shared decks, gardens with pathways, children’s play areas, pools, water features, multipurpose recreational or green spaces to which all residents have access, as defined by Article II, definitions. The following requirements apply to common outdoor open space:

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

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

c. Common outdoor open space shall be separated from ground level windows, streets, service areas and parking lots with landscaping, low-level decorative fencing (no chain link).
5.6.4.2 A maintenance association, homeowners association, condominium association or some other entity acceptable to the County Administration must be created to maintain all amenities and common areas in good condition.

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

[5.8.1] Where applicable.

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

[5.8.2] Required utilities.

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


Six four and a half (4.5) dwelling units per acre.

[5.8.4] Permitted uses.

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

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

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

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

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

Libraries or museums.

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

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

- Such use is housed in a permanent structure;
- No structure on the lot is closer than 25 feet to any abutting residential property line.

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

Public utilities substation or subinstallation including water towers provided that:

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

Day care facilities.

Nursing homes

### Lot and building requirements

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

**Principle buildings:**

- **Maximum height**: 35 feet
- **Minimum front setback**: 15 feet
- Stairs (but not porches) may encroach up to five feet into front yard setback
### Maximum front setback
The average of the house on either side or 20 feet, whichever is less.

### Minimum side setback (interior)
7.5 feet (or 3 feet provided minimum building separation of 15 feet is maintained)

### Minimum side setback (street)
15 feet

### Minimum rear setback
25 feet

### Maximum lot coverage
45%

### Accessory buildings:

<table>
<thead>
<tr>
<th>Maximum height</th>
<th>20 feet and not to exceed the height of the principle building</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum rear and side setback</td>
<td>5 feet</td>
</tr>
<tr>
<td>Lot coverage</td>
<td>15%</td>
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</table>

**All building setbacks shall be show on final plat**

### Open space requirements.

All developments in the R-6 zoning district must provide 20-10 percent of total acreage as common outdoor open space. Open space calculations must be on the subdivision plat. Common outdoor open space shall mean areas accessible to all residents of the development. Common outdoor open space can include passive or active recreation areas, pathways, swimming pools, and open areas for congregating, per Article II definition. Ponds and lakes may be used for up to 50 percent of required open space. Wetlands may be used for up to 10 percent of open space.

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

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

[5.8.9] Parking requirements.

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

5.9 - B-1 Neighborhood commercial districts.

5.9.1 Permitted uses.

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

Personal and professional services (including clinics and studios).

Cafes, and restaurants.

Private clubs, lodges, community centers.

Dry cleaning outlets.

Convenience stores (retail) without gas pumps.

Child care centers.

Libraries.

Residential units above commercial units, Mixed-use residential

Site-built single-family detached buildings.

Government-owned utilities.

Bed and breakfast lodging facility.

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

Plant gardens and outdoor nurseries.
Automated bank tellers.

Cemeteries.

Drive through.

Offices.

Mobile offices.

Churches.

Schools.

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

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

5.9.3 Prohibited uses.

Mobile homes.

Gas stations.

Automotive sales, service, and/or storage.

Warehouses (including mini-warehouses).

Veterinary clinics and kennels.

5.9.4 Lot and building requirements.
5.10 - B-2 General commercial districts.

5.10.1 Permitted uses.

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

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

Retail businesses.

Indoor entertainment facilities.

Offices and banks.

Libraries and public buildings.

Multifamily units up to 12 units per acre. Mixed-Use Residential

Bus stations.
Movie theaters.

Bed and breakfast lodging facility.

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

Wholesale operations.

Commercial parking areas.

Funeral homes.

Telecommunications towers.

Crematoriums.

Automobile service.

Mobile offices.

Museums.

Schools.

Churches.

Hospitals.

Nursing homes.

Cemeteries.

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

(1) General operating regulations. The following operating regulations shall be enforced by the permittee:
(a) No musical entertainment, either live or recorded, utilizing sound amplification equipment, shall be in violation of [Chapter 30], Article II, Noise Control.

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

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

(d) Handicapped access shall be provided to activities that are open to the public.

(e) Events and activities shall be accessible to emergency and service vehicles.

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

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

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

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

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

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

(c) Special events hosted by a church on property owned by the church, but only if the property is used on a regular basis, at least bi-monthly, to conduct worship services, and regardless of the number of attendees;
(d) Events hosted by a school on property owned by the school or a governmental entity, provided that the property is used on a regular basis, at least weekly, to conduct classes; and

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

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

5.10.3 Prohibited uses.

Automotive sales (excluding storage of junked vehicles).

Warehouses.

Lumberyards, retail.

Motor freight terminals.

Bulk fuel storage.

Single-family detached dwellings.

Mobile homes.

5.10.4 Lot and building requirements. Same as 8.1 except 60 foot limit to building height

| Minimum lot area (public water and sewer) | Must meet minimum site design requirements |
| Minimum lot area (public water only)      | Must meet health department requirements  |
| Minimum lot area (private water and sewer)| Must meet health department requirements  |
| Minimum lot width at building line        | N/A                                       |
| Minimum front setback                     | N/A                                       |
5.11 - B-3 Highway commercial districts.

5.11.1 Permitted uses.

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

Automotive sales, service, and storage.

Wholesale operations.

Lumberyards.

Indoor amusement parks or privately owned recreation facilities.

Hospitals.

Screened outdoor storage.

Nursing homes.

Multifamily housing units with a maximum density of 12 dwelling units per acre.

Bed and breakfast lodging facility.

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

Automotive paint and body shops.
Motor freight terminals.

Warehouse operations.

Mobile offices.

Outdoor amusement parks or privately owned recreational facilities.

Lumberyard that includes processing.

Cemeteries.

County jails.

County correctional institutions.

County detention facilities.

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

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

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

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(e) Events and activities shall be accessible to emergency and service vehicles.

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

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

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

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

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

5.11.3 Prohibited uses.

Bulk fuel storage.

Mobile homes.

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

5.11.4 Lot and building requirements. Same as 5.10.4 except 60-foot limit to building height.
<table>
<thead>
<tr>
<th>Minimum lot area (public water and sewer)</th>
<th>Must meet minimum site design requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum lot area (public water only)</td>
<td>Must meet health department requirements</td>
</tr>
<tr>
<td>Minimum lot area (private water and sewer)</td>
<td>Must meet health department requirements</td>
</tr>
<tr>
<td>Minimum lot width at building line</td>
<td>N/A</td>
</tr>
<tr>
<td>Minimum front setback</td>
<td>N/A</td>
</tr>
<tr>
<td>Minimum rear setback</td>
<td>N/A</td>
</tr>
<tr>
<td>Minimum side setback (interior)</td>
<td>N/A</td>
</tr>
<tr>
<td>Minimum side setback (street)</td>
<td>N/A</td>
</tr>
<tr>
<td>Maximum building height</td>
<td>35-60 feet</td>
</tr>
</tbody>
</table>
Staff Report

Subject: Sketch Plan (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022
Item Description: MLRE Partners Land Company, Inc. requests approval of a sketch plan for “Pine Grove”, a 141-unit residential development on 16.95 acres. Located on Hwy 30, zoned R-3.

Map# 376 Parcel# 16

Summary Recommendation
Staff has reviewed the application, and recommends approval of the sketch plan for “Pine Grove”, a 141-unit residential development on Hwy 30.

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.
- The development will consist of 141 units on 16.95 acres. There are 3.09 acres of wetlands. The net density (141 units on 13.86 acres) is 10.2; the gross density (141 units on 16.95 acres) is 8.3.
- Sidewalks will be 4’ wide, and will be installed on both sides of the street throughout the neighborhood.
- There will be two parking spaces at each dwelling unit (garage), with additional parking equal to 50% of dwelling units (73 parking spaces) throughout the neighborhood; a centrally located clubhouse and mail kiosk; three playground areas; picnic areas, a dog park; and a walking trail.
- The Community will have a street lighting plan to ensure proper lighting, visibility and safety. Building facades will be comprised of a mixture of brick and vinyl siding.
- A traffic study will identify any necessary improvements on Hwy 30.
- The pre-application meeting was held on November 8, 2021, and the open space, parking, traffic, and common element maintenance were discussed.
- Staff will follow-up with a Notice to Proceed summarizing requirements and recommendations.
- At the December 20 Planning Board meeting, Michael Larson made a motion to approve the sketch plan for “Pine Grove”, a 141-unit residential development on Hwy 30.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the sketch plan for “Pine Grove”, a 141-unit residential development on Hwy 30.
2. Deny the sketch plan for “Pine Grove”, a 141-unit residential development on Hwy 30.

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 SUMMITAL FORM

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

Proposed Name of Subdivision: Pine Grove

Name of Applicant/Agent: MLRE Partners Land Company, Inc. Phone: 912-704-6400
Company Name: Boomer Homes, Inc.
Address: 122 Canal Street, Suite 108, Pooler, GA 31322

Owner of Record: MLRE Partners Land Company, Inc. Phone: 912-704-6400
Address: 122 Canal Street, Suite 108, Pooler, GA 31322

Engineer: Pittman Engineering Company Phone: 912-445-0578
Address: P.O. Box 822, Richmond Hill, GA 31324

Surveyor: Shupe Surveying Phone: 912-265-0562
Address: 3837 Darien Hwy, Brunswick, GA 31525

Proposed water County: ______________ Proposed sewer County: ______________

Total acreage of property: 16.95 Acreage to be divided: _______ Number of Lots Proposed: 141

Current Zoning: R-3 Proposed Zoning: _______ Tax map – Block – Parcel No: _______ - 037600C16

Are any variances requested? Yes _______ 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 8th day of November, 2021

[Signature]
Notary

Applicant
MLRE Partners Land Company, Inc.
Owner

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

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

This ______ day of November, 2021.

Applicant
MLRE Partners Land Company, Inc.
Owner

Notary Public

[Stamp: STEPHANIE STEELE, NOTARY, EXPIRES GEORGIA 03/01/2022]
Staff Report

Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022

Item Description: Drayton – Parker Companies, LLC as Agent for Ernest C. Slater requests to rezone 4.67 acres from AR-1 to B-3 to allow for the development of a convenience store and fueling station. Located between US Hwy 80 & GA Hwy 17 S. Map# 378 Parcel# 41

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 4.67 acres from AR-1 to B-3 to allow for the development of a convenience store and fueling station, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The proposed development will consist of a Parker’s Gas Station, with a 5,100 sf convenience store, 8 fueling stations/16 fuel dispensers, and 3 diesel fuel pumps. No truck parking is proposed. This project does not meet the threshold for a regional review.
- The development will be served by private well and septic system.
- The parcel will be combined with 378-40, which was rezoned to B-3 in 2016. The ~6.27-acre development site will have access to both Hwy 17 and Hwy 80. A traffic study and GDOT encroachment permits will be required in order for site development plans to be approved.
- The required buffer between commercial and adjacent AR and R-zoned properties is 30’.
- The parcel currently contains a residence, which will be removed.
- At the December 20 Planning Board meeting, Michael Larson made a motion to approve the request to rezone 4.67 acres from AR-1 to B-3 to allow for the development of a convenience store and fueling station, with the following conditions:
  1. A Sketch Plan must be submitted for review and approval by the Board of Commissioners before site development plans are submitted.
  2. Development plans shall meet the requirements of Section 5.11. B-3 Highway Commercial Districts, and comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. A traffic study must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. **Approve** request to rezone 4.67 acres from AR-1 to B-3, with the following conditions:
   1. A Sketch Plan must be submitted for review and approval by the Board of Commissioners before site development plans are submitted.
   2. Development plans shall meet the requirements of Section 5.11. B-3 Highway Commercial Districts, and comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   3. A traffic study must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.

2. **Deny** the request to rezone 4.67 acres from AR-1 to B-3.

Recommended Alternative: 1

Other Alternative: 2

Department Review: Development Services
FUNDING: N/A

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

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent: Drayton-Parker Companies LLC
Date: 10/20/21

Applicant email address: tmathewes@parkersav.com

Property owner(s): Ernest C Slater

Telephone Number: (912) 677-0593

Mailing Address: 17 W. McDonough Street

Property location: Corner of Hwy 80 & Hwy 17

Present zoning: AR-1

Proposed zoning: B-3

Present land-use: Residential

Proposed land-use: Convenience Store and Fueling Station

Tax Map #: 03780041
Parcel #: 
Lot #: 

Total Acres: 4.67
Acres to be rezoned: 4.67

Lot characteristics:

Water: X Public
Private
Sewer: X Public

Proposed access: Full Access Drives on Hwy 80 and Hwy 17

The proposal provides more convenient service offerings and economic benefit to the residents to Effingham County in a manner that’s compatible with the future land use vision for the community.

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

North: R-1
South: B-3

East: B-3
West: B-2

Rev 03062020
1. Describe the current use of the property you wish to rezone.
   The property is currently used as a residence as well as undeveloped open land.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   The property is currently zoned AR-1 and is surrounded on two sides by major roads with heavy traffic making it ideal for commercial use.

3. Describe the use that you propose to make of the land after rezoning.
   The proposed use consists of a convenience store, kitchen/restaurant and fueling station.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   The surrounding uses include agricultural land, a convenience store and residential uses.

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?
   The proposed zoning and use is compatible with the B-3 zoning and convenience retail uses along Hwy 80 & Hwy 17.

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?
   The proposed zoning change and use of the subject property will not cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools. The proposed use will cater to existing vehicular traffic, community residents and will not have any impact on school population.

Rev 03062020
AUTHORIZATION OF PROPERTY OWNER

I, **Ernest C. Slater**, being duly sworn upon his/her oath, being of sound mind and legal age depose(s) and state(s); 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: **Drayton-Parker Companies LLC** Date: ________________

Address: **17 W. McDonough Street**

City: **Savannah** State: **GA** Zip Code: **31401**

Telephone Number: **843.224.4742** Email: **tmathewes@parkersav.com**

**Ernest C. Slater** **Ernest C. Slater**

Signature of Owner Owners Name (Print)

Personally appeared before me **Ernest C. Slater** (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 **October, 2021**

(Notary Seal)

Notary Public

Rev 03062020
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

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

June 16, 2015, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2246 page 62.

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 October, 2021.

Notary Public, State of Georgia

Rev 03062020
RETURN TO:
REDDICK & EXLEY
ATTORNEYS AT LAW
P. O. BOX 365
SPRINGFIELD, GA 31339

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 24th day of April, 2003, between FLOY DAVIS of the FIRST PART, and ERNEST C. SLATER 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 son, ERNEST C. SLATER, 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, his heirs and assigns, all of the following described property, to-wit:

ALL that certain lot, tract, or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Four and Sixty-Six Hundredths (4.67) acres, more or less, and being bounded on the North and Northwest by Georgia Highway No. 17; on the East by a Sixteen (16) foot lane dividing the property from the lands now or formerly of Walter S. Brown, Jr. and Laura Elizabeth Brown; on the South by U.S. Highway 80, and on the West by lands now or formerly of Richard Slater and Ray Page. Said lot of land being better described by a map or plat thereof made by Paul D. Wilder, Georgia Registered Land Surveyor No. 1539, dated June 6, 1987 and filed for record in Plat Record Book 13, Page 205, in the Office of the Clerk of the Superior Court of Effingham County, Georgia. Express reference is hereby made to said map or plan for better determining the metes, bounds and dimensions of the property herein conveyed.

SUBJECT, HOWEVER, TO A LIFE ESTATE, FIRST PARTY RESERVES UNTO HERSELF, RESERVING UNTO THE FIRST PARTY THE RIGHT TO LIVE ON AND OCCUPY SAID PROPERTY AND RECEIVE ALL RENTS AND INCOME FROM SAID PROPERTY FOR AND DURING THE REMAINDER OF HER NATURAL LIFE.

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 behoof of the said party of the SECOND PART, his heirs, executors, administrators and assigns, in FEE-SIMPLE.

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

\[Signature\]

FLOY DAVIS

(Sell)

\[Signature\]

Belinda M. Pellett

\[Signature\]

R. Edward Reddick, Jr.

My Commission expires: 9-02-06

\[Stamp\]
GEORGIA DEPARTMENT OF TRANSPORTATION
P. O. BOX 610, JESUP GEORGIA 31598
RIGHT OF WAY DEED

GEORGIA, EFFINGHAM COUNTY
PROJECT NO. STP-005-5 (28)
P. I. NO. 522170

THIS CONVEYANCE made and executed the 7th day of August, 2003.

WITNESSETH that Shirley B. Purvis, the undersigned (hereinafter referred to as "Grantor"), is the owner of a tract of land in EFFINGHAM COUNTY, through which SR-27/17, known as Project No. STP-005-5 (28), has been laid out by the Department of Transportation being more particularly described in a map and drawing of said road in the office of the Department of Transportation, No. 2 Capitol Square, Atlanta, Georgia, to which reference is hereby made.

NOW THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Department of Transportation, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in the Land Lot N/A of the N/A Land District and/or 1559th Georgia Militia District of EFFINGHAM County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

Said right of way is hereby conveyed, consisting of 0.097 acres, more or less, as shown colored yellow on the plat of the property prepared by the Department of Transportation, dated 03-14-2001; revised 06-19-2003 said plan attached hereto and made a part of this deed as Exhibit "B".

For the same consideration Grantor hereby conveys and relinquishes to the Department of Transportation all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor’s remaining real property from which said right of way is taken except at
such points as designated and shown on the attached plat prepared by the Department of Transportation.

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the Department of Transportation.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written

Signed, Sealed and Delivered this 6th day of August 2003, in the presence

Witness

Notary Public

Parcel No: 9

DOT 118
Revised 01/00
PROJECT NO.: STP-005-5 (28), EFFINGHAM COUNTY
P.I. NO.: 522170
PARCEL NO.: 5
REQUIRED R/W: 0.034 ACRES
DATE: 03-14-2001
REVISED DATE: 05-192003

EXHIBIT "A"

ALL that tract or parcel of land lying and being in Georgia Militia District 1559th of EFFINGHAM County, Georgia, being more particularly described as follows:

BEGINNING at the point of intersection of the existing WEST right of way line of SR-17 with the Grantor's EAST property line at a point 43.651 feet LEFT of and opposite Station 10+110.520 on the Construction Centerline of Georgia Highway Project STP-005-5 (28); THENCE, S 20° 35' 45.4" E for 50.673 feet to a point; THENCE, S 27° 06' 55.6" W for 78.089 feet to a point; THENCE, N 8° 39' 01.5" E for 118.239 feet back to the point of BEGINNING.
EXHIBIT "A"

PROJECT NO.: STP-005-5 (28), EFFINGHAM COUNTY
P.I. NO.: 522170
PARCEL NO.: 5
REQUIRED R/W: 0.063 ACRES
DATE: 03-14-2001
REVISED DATE: 05-19-2003

ALL that tract or parcel of land lying and being in Georgia Militia District 1559th of EFFINGHAM County, Georgia, being more particularly described as follows:

BEGINNING at the point of intersection of the existing NORTH right of way line of SR-17 with the Grantor's SOUTH property line at a point 50.033 feet LEFT of and opposite Station 10+163.016 on the Construction Centerline of Georgia Highway Project STP-005-5 (28); THENCE, N 29° 24' 21.4" E for 7,494 feet to a point; THENCE, S 63° 04' 45.3" E for 55.622 feet to a point; THENCE, S 61° 30' 14.0" E for 111.548 feet to a point; THENCE, N 80° 51 01.0"E for 59.086 feet to a point; THENCE, S 27° 06' 55.6" W for 45.124 feet to a point; THENCE, N 61° 30' 14.2" W for 215.140 feet back to the point of BEGINNING.

ALSO, granted is the right to enter upon my land for the purpose of constructing a driveway within the easement area shown colored PINK on the attached plat. This easement becomes effective at the beginning of construction on the above numbered project and will expire upon completion and final acceptance of said project by the Department of Transportation.
STATE OF GEORGIA  COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 2nd day of July, 1997, between WALTER S. BROWN, VIOLET B. BROWN, RONNIE BROWN, BOBBY EUGENE BROWN, PAUL ALFRED BROWN, DAVID BROWN, and EARL BROWN of the FIRST PART, and SHIRLEY B. PURVIS of the SECOND PART,

WITNESSETH: FIRST PARTIES, for and in consideration of the sum of Ten and 00/100 ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, do hereby bargain, sell, and by these presents remise, release, and forever quitclaim to the SECOND PART, her heirs, executors, administrators and assigns, all the right, title, interest, claim, option and demand, which the said FIRST PARTIES have or may have in and to the following real estate, to-wit:

ALL that certain lot of parcel of land situate, lying and being in the 1559th G.N. District, Effingham County, Georgia, containing one and fifty-five hundredths (1.55) acres, more or less, bounded on the northeast by State of Georgia Highway #17; on the east by lands of Paul; on the southeast by U.S. Highway 80; and on the northwest by a lane which separates it from lands of Clavin Siler, according to a map or plat made by Paul Heiman, C. S., January 22, 1965, and recorded in Book 1, page 77 of the Surveyor's Records of Effingham County, Georgia.

SUBJECT, HOWEVER, to a life estate which Bobby Eugene Brown and Paul Alfred Brown reserve unto themselves reserving unto Bobby Eugene Brown and Paul Alfred Brown the right to live on and occupy said property for and during the remainder of their natural life.

TO HAVE AND TO HOLD the said described real estate to the said SECOND PARTY so that neither the FIRST PARTIES nor their heirs, executors, administrators or assigns, nor any person claiming under them shall at any time, by any means, have claim or demand or right or title to the aforesaid real estate or appurtenances, or right thereof.

IN WITNESS WHEREOF, FIRST PARTIES have hereunto set their hands and affixed their seals and delivered these presents, the day and year first above written.

Signed, sealed and delivered in the presence of:

WALTER S. BROWN (SEAL)

RONNIE BROWN (SEAL)

VIOLET B. BROWN (SEAL)

UNOFFICIAL WITNESS

DORIS H. BREDDIN

Date: 7-23-97

UNOFFICIAL WITNESS

(Date)

UNOFFICIAL WITNESS

(Date)
RETURN TO:  
EDWARD REDDIX  
ATTORNEY A.T.LAW  
P.O. BOX 38  
SPRINGFIELD, GA 31329  

STATE OF GEORGIA  
COUNTY OF EFFINGHAM  

THIS INDEBTURE, Made the 31st day of July, 1997,  
between VIOLET B. DREW of the FIRST PARTY, and SHIRLEY B. DREW of the SECOND PARTY,  

WITNESSETH: FIRST PARTY, for and in consideration of the sum of  
Two and no/100 ($2.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby bargain, sell, and by these presents run, release, and forever QUIET CLAIM to the SECOND PARTY, her heirs, executors, administrators and assigns, all the right, title, interest, claim, options and demands, which the said FIRST PARTY has or may have in and to the following real estate, to-wit:  

ALL that certain lot of parcel of land situate, lying and being in the 155th  
O.R. District, Effingham County, Georgia, containing one and fifty-five hundredths (1.55) acres, more or less, bounded on the northeast by State of Georgia Highway #37; on the east by lands of Feulk; on the southeast by U.S. Highway #60; and on the northwest by a lane which separates it from lands of Clavin Slater, according to a map or plat made by Paul Waltman, C.S.,  
January 23, 1965, and recorded in Book 1, page 77 of the Surveyor's Records of Effingham County, Georgia.  

SUBJECT, HOWEVER, to a life estate which he reserved unto Bobby Eugene Brown and Paul Alfred Brown for and during the remainder of their natural life.  

TO HAVE AND TO HOLD the said described real estate to the said  
SECOND PARTY so that neither the FIRST PARTY nor her heirs, executors,  
administrators or assigns, nor any person claiming under them shall at any  
time, by any means, have claim or demand of right or title to the aforesaid  
real estate or appurtenances, or right thereof.  

IN WITNESS WHEREOF, FIRST PARTY has hereunto set her hand and  
signed her seal and delivered these presents, the Day and year first above written.  

[Signature]  
VIOLET B. DREW (REAL)  

Signed, sealed and delivered  
in the presence of:  

[Signature]  
Notary Public  
Date:  
[Seal]  
NOTARY  
PUBLIC  
EFFINGHAM COUNTY
GEORGIA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DEED
P.O. Box 610, Jesup, GA 31545

GEORGIA, EFFINGHAM COUNTY
PROJECT NO. STP-005-5(28)
P.I. NO. 522170

THIS CONVEYANCE made and executed the 10th day of July, 2002.

WITNESSETH That Fry S. Davis, a/k/a Fry Stayer, the undersigned, (hereinafter referred to as 'Grantor'), is the owner of a tract of land in EFFINGHAM County through which U.S. HIGHWAY 80/STATE ROUTES 17 & 26 EFFINGHAM & CHATHAM, known as Project No. STP-005-5(28), has been laid out by the Department of Transportation being more particularly described in a map and drawing of said road in the office of the Department of Transportation, No. 2 Capitol Square, Atlanta, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Department of Transportation, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in 1539 Georgia Militia District of Effingham County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereto by this reference.

Said right of way is hereby conveyed, consisting of 0.023 acres, more or less, as shown colored yellow on the plat of the property prepared by the Department of Transportation, dated July 21, 2000, revised July 21, 2000, said plat attached hereto and made a part of this deed as Exhibit "B".

For the same consideration Grantor hereby conveys and relinquishes to the Department of Transportation all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor's remaining real property from which said right of way is takes except at such points as designated and shown on the attached plat prepared by the Department of Transportation.

Parcel No. 3
TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the Department of Transportation. Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered this 17th day of May 20__ in the presence of:

Witness

Notary Public

Parcel No. 3

DOT118
Revised 1/00

https://search.gscoca.org/imaging/HTMLViewer.aspx?id=12656443&key1=865&key2=381&county=51&countyname=EFFINGHAM&userid=435216..
EXHIBIT "A"

PROJECT NO.: STP-005-5(26) Effingham County
P. I. NO.: 522170
PARCEL NO.: 3
REQ'D. RW: 0.023 acres
DATE OF RW PLANS: July 21, 2000
REVISION DATE: July 21, 2000

All that tract or parcel of land lying and being in 1559 Georgia Militia District of Effingham County, Georgia, being more particularly described as follows:

Beginning at a point 50.033 feet LEFT of and opposite Station 10+080.00 on the construction centerline of US 80/GR 25 on Georgia Highway Project No. STP-005-5(26)
From the point of Beginning.
Thence S 63°04'45.3" E for a distance of 272.585 feet to a point on the boundary.
Thence S 29°24'21.4" W for a distance of 7.494 feet to a point on the boundary.
Thence N 61°50'14.8" W for a distance of 272.393 feet to the Point of Beginning.

Containing 0.023 acres more or less.

Also, granted is the right to an easement for the construction of a driveway as shown colored pink on the attached plat.
Said easement expires upon completion and final acceptance of said project by the Department of Transportation.
ACCESS EASEMENT

Whereas Grantor is the owner of the following described tract of land,

Whereas, the Board of Commissioners of Effingham County (Grantee), as the governing authority of said county, desires to obtain an access easement over said property for the purpose of accessing an existing drainage ditch.

Now therefore, in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, Grantor does hereby grant unto Grantee, its successors and assigns, forever, the access easement over said lands of Grantor, for access to the existing drainage ditch.

SEE ATTACHMENT

IN WITNESS WHEREOF, THE Grantor herein has affixed his hand and seal this day of 10-5, 2006.

\[\underline{\text{Signature}}\]

[Signature]

ERNEST C. SLATER

SIGNED, SEALED AND DELIVERED THIS 5TH DAY OF OCTOBER, 2006, IN THE PRESENCE OF:

[Signature]

WITNESS

[Signature]

NOTARY

[Signature]

Notary Public, Effingham County, Georgia
My Commission Expires August 2, 2010

SEAL
December 14, 2021

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Drayton-Parker Companies c/o Ernest C. Slater
Corner of Hwy 80 & Hwy 17 Guyton, GA 31312
Pin: 378-41
Total Acres: 4.67 Acres to be rezoned: 4.67

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to B-3. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Flat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval
   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

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

Sincerely,

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
Item XVII. 2.
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 Drayton-Parker Companies, LLC – (Map # 378 Parcel # 41) from AR-1 to B-3 zoning.

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

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

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

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

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

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

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

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

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  √  DISAPPROVAL  

Of the rezoning request by applicant Drayton-Parker Companies, LLC – (Map # 378 Parcel # 41) from AR-1 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?

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

Yes ☐  8. Do other conditions affect the property so as to support a decision against the proposal?
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL______ DISAPPROVAL______

Of the rezoning request by applicant Drayton-Parker Companies, LLC – (Map # 378 Parcel # 41) from AR-1 to B-3 zoning.

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

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

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

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

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

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

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

Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?
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 Drayton-Parker Companies, LLC – (Map # 378 Parcel # 41) from AR-1 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?

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 – December 20, 2021  BKS  12/2021
Staff Report

Item Description: Drayton – Parker Companies, LLC as Agent for Ernest C. Slater requests to rezone 4.67 acres from AR-1 to B-3 to allow for the development of a convenience store and fueling station. Located between US Hwy 80 & GA Hwy 17 S. Map# 378 Parcel# 41

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 4.67 acres from AR-1 to B-3 to allow for the development of a convenience store and fueling station, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The proposed development will consist of a Parker’s Gas Station, with a 5,100 sf convenience store, 8 fueling stations/16 fuel dispensers, and 3 diesel fuel pumps. No truck parking is proposed. This project does not meet the threshold for a regional review.
- The development will be served by private well and septic system.
- The parcel will be combined with 378-40, which was rezoned to B-3 in 2016. The ~6.27-acre development site will have access to both Hwy 17 and Hwy 80. A traffic study and GDOT encroachment permits will be required in order for site development plans to be approved.
- The required buffer between commercial and adjacent AR and R-zoned properties is 30’.
- The parcel currently contains a residence, which will be removed.
- At the December 20 Planning Board meeting, Michael Larson made a motion to approve the request to rezone 4.67 acres from AR-1 to B-3 to allow for the development of a convenience store and fueling station, with the following conditions:
  1. A Sketch Plan must be submitted for review and approval by the Board of Commissioners before site development plans are submitted.
  2. Development plans shall meet the requirements of Section 5.11. B-3 Highway Commercial Districts, and comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. A traffic study must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve request to rezone 4.67 acres from AR-1 to B-3, with the following conditions:
  1. A Sketch Plan must be submitted for review and approval by the Board of Commissioners before site development plans are submitted.
  2. Development plans shall meet the requirements of Section 5.11. B-3 Highway Commercial Districts, and comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. A traffic study must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.
2. Deny the request to rezone 4.67 acres from AR-1 to B-3.

Recommended Alternative: 1

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment Staff Report
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 378-41
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 378-41
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, DRAYTON PARKER COMPANIES, LLC as Agent for ERNEST C. SLATER, has filed an application to rezone four and sixty-seven hundredth (4.67) +/- acres; from AR-1 to B-3, to allow for development of a convenience store and fueling station; map and parcel number 378-41, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on January 4, 2021 and notice of said hearing having been published in the Effingham County Herald on December 15, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 1, 2021; and

IT IS HEREBY ORDAINED THAT four and sixty-seven hundredth (4.67) +/- acres; map and parcel number 378-41, located in the 1st commissioner district is rezoned from AR-1 to B-3, with the following conditions:

1. A Sketch Plan must be submitted for review and approval by the Board of Commissioners before site development plans are submitted.
2. Development plans shall meet the requirements of Section 5.11. B-3 Highway Commercial Districts, and comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. A traffic study must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.

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

This _____ day of ________________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: _______________________
FIRST/SECOND READING: _____________

_________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Second District)  
Author: Teresa Concannon, AICP, Planning & Zoning Manager  
Department: Development Services  
Meeting Date: January 4, 2022  
Item Description: Ramon & Casandra Polanco request to rezone 10 acres from AR-1 to AR-2 to allow for future subdivision, creating residential lots under 5 acres. Located at 1379 Low Ground Road.

Map# 393 Parcel# 22

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 10 acres from AR-1 to AR-2 to allow for future subdivision, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide the parcel for three or more home sites and, therefore, must rezone the parcel to AR-2.
- At the December 20 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 10 acres from AR-1 to AR-2 to allow for future subdivision, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by the Health Department and the Zoning Administrator, and be recorded before the rezoning can take effect.
- The motion was seconded by Michael Larson, and carried unanimously.

Alternatives
1. **Approve** request to rezone 10 acres from AR-1 to AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by the Health Department and the Zoning Administrator, and be recorded before the rezoning can take effect.

2. **Deny** the request to rezone 10 acres from AR-1 to AR-2.

Recommended Alternative: 1  
Other Alternatives: 2

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

Application Date: 11/9/2021

Applicant/Agent: Ramon & Casandra Polanco

Applicant Email Address: rap30144@gmail.com

Phone #: 678-920-8745

Applicant Mailing Address: 1379 Low Ground Rd

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: 

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): cpolanco123@gmail.com

Phone #: 770-687-1379

Owner’s Mailing Address: 1379 Low Ground Rd

City: Guyton State: GA Zip Code: 31312

Property Location: 

Proposed Road Access: Low Ground Rd


Tax Map-Parcel #: 393-22 Total Acres: 10 Acres to be Rezoned: 10

Lot Characteristics: Residential Lwooded

WATER

X Private Well

_____ Public Water System

SEWER

X Private Septic System

_____ Public Sewer System

If public, name of supplier: 

Justification for Rezoning Amendment: Future lots will be under 5 acres.

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

North South East West

Rev 05052021
1. Describe the current use of the property you wish to rezone.
   Residential

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   No is just 1 residential home with 10 acres

3. Describe the use that you propose to make of the land after rezoning.
   Sell as parcel for residential

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

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?
   Opportunity for families looking for over an acre land to build their homes

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   No

Applicant Signature: ____________________________ Date ________________________
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 Grantees, as joint tenants and not 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, together with every contingent remainder and right of reversion and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

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 and demands of all persons holding 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 8 day of May, 2021 in the presence of:

Catherine J. Jones
Unofficial Witness

(Seal)

Timothy E. Doyle

(Seal)

Rosemary M. Doyle

Notary Public

My commission expires 12/20/21

(Notary Public Seal Affixed)
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

5/19/2021

on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2690 page 624 - 635.

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

Owner's signature

Print Name Cassandra Polanco

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 9th day of November, 2021.

Kathleen Erin Dunnigan
Notary Public, State of Georgia

Rev 05052021
LIMITED WARRANTY DEED
With Right of Survivorship

STATE OF GEORGIA
COUNTY OF EFFINGHAM

This Indenture made this 18th day of May, 2021, between Timothy E. Doyle and Rosemary M. Doyle, of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Casandra Polanco and Ramon A. Polanco, Jr., 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 Grantees, as joint tenants and not 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, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, containing 10.00 acres, more or less, that is shown and more particularly described by the plat of survey made by Paul D. Wilder, R.L.S. #1559, dated February 23, 1983, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 16, page 80, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Dwight Clark Zipperer to Timothy E. Doyle and Rosemary M. Doyle as evidenced by that certain Warranty Deed dated March 19, 1983 and recorded in Deed Book 210, page 245, aforesaid records.

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

Said property has a current property tax identification number of 03930-022-000 with a street address of 1379 Low Ground Road, Guyton, Georgia, 31312.
SECURITY DEED

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 18, 2021, together with all Riders to this document.

(B) "Borrower" is CASANDRA POLANCO and RAMON A POLANCO JR.

Borrower is the grantor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Angel Oak Home Loans LLC.

Lender is a limited Liability Company.

under the laws of Georgia. Lender's address is 989 Hammond Drive, Suite 200, Atlanta, GA 30328.

(E) "Note" means the promissory note signed by Borrower and dated May 18, 2021. The Note states that Borrower owes Lender THREE HUNDRED EIGHTY FIVE THOUSAND SEVEN HUNDRED AND NO/100** Dollars (U.S. $385,700.00)

GEORGIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3011 101
File MGC Inc. Page 1 of 10
GAEDEED 0419 (GAEDEED GC13)
05/17/2021 08:47 AM PST

https://search.gscca.org/Imaging/HTMLViewer.aspx?id=78670571&key1=2690&key2=634&county=51&countyname=EFFINGHAM&userid=725673&appid=4
December 14, 2021

Effingham County Zoning Board  
Springfield, GA 31329

Re: Rezoning Amendment  
Ramon & Casandra Polanco  
Low Ground Road Guyton, GA 31312  
Pin: 393-22  
Total Acres: 10.0 Acres to be rezoned: 10.0

To Whom It May Concern:

The Effingham County Health District, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Flat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval  
Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management: System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

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

Sincerely,

Darrell M. O’Neal, NPA
Environmental Health County Manager
Effingham County Health Department
PLAT OF
10.00 ACRES DIVIDED FROM PROPERTY OF DWIGHT C. ZIPPERER FOR TIMOTHY E. DOYLE & ROSEMARY H. DOYLE
LOCATION: ENA M.
BARTOW COUNTY, GEORGIA
SCALE: 1 INCH = 1000 FEET
DATE: DEC 23, 1983 FILE NO. 890-8
WILDER SURVEYING & MAPPING
BIRMINGHAM, GEORGIA

ERROR OF CLOSURE
FIELD DATA ± 376.62
ANGULAR ERROR ± 0.2" PER & POINT
PLAT CLOSURE ANN 0.75
ADJUSTED BY COMPUTER

EQUIPMENT USED
05° THEODOLITE
ELECTRONIC DISTANCE METER

REFERENCE
SURVEYOR'S RECORDS, PAGE 10
FLOOD INFORMATION:
FEMA FLOOD Map (13103/C0270E)
EFFECTIVE DATE (03/16/2013)
THIS AREA IS NOT LOCATED IN A FLOOD HAZARD AREA.

ZONING:
AR-1
B.S.L.
TOWN - 10'
SIDE - 20'
REAR - 50'

RESERVED FOR THE CLERK OF COURT

1. The field data was collected using a Topcon - ES total station, Sokkia grx3, and a Tesla data collector.
2. This property is located in a federal flood area as indicated by the F.I.M. official flood hazard maps.
3. This plat has been calculated for closure and is found to be accurate within one foot in 100,000 feet.
4. "To the best of my knowledge, information and belief all angles, bearings, measurements of courses, distances and monuments locations are as shown, have been proven by a land survey and in my opinion this is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of Georgia Law 1976.
5. This survey complies with both the rules of the Georgia Board of registration for professional engineers and land surveyors and the official code of Georgia annotated (OCCCA 15-6-67) in that where a conflict exists between these two sets of specifications the requirements of the law prevail.
6. William Mark Glisson, the land surveyor whose seal is affixed hereto does not guarantee that all easements which may affect the property are shown on the certification, as shown hereon is purely a statement of professional opinion based on knowledge, information, and belief, and based on existing field evidence and documentary evidence available. The certification is not a expressed or implied warranty or guarantee.

SURVEYOR CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.C.A. SECTION OF 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATIONS, SIGNATURES, STAMPS, OR STATEMENTS HEREIN. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OF USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.C.A. SECTION 15-6-67.

WILLIAM MARK GLISSON
LSLS #3316
DATE 12/02/2021

SURVEY OF LOT #6 PHASE TWO
CREEKWOOD FARMS SUBDIVISION
LOCATED IN THE 1559th G.M. DISTRICT
EFFINGHAM COUNTY, GEORGIA

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 THE PLAT COMPLIES WITH THE OSSMS REGULATIONS FOR A TYPICAL SIZE RESIDENCE OF 3 OR 4 BEDROOMS WITH BASIC APPURTENANCES. EACH LOT MUST BE REVISED 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 THE APPROVAL.

RECORDING AUTHORITY TITLE DATE
THESGI LOT OR LOTS IS/ARE SERVED BY A PRIVATE ROAD, NOT TO BE MAINTAINED BY EFFINGHAM COUNTY.
NOT ACCEPTED AS A PUBLIC ROAD UNLESS SUCH ROAD AT PROPERTY OWNERS EXPENSE, IS BROUGHT INTO COMPLIANCE WITH COUNTY STANDARDS AS SPECIFIED BY EFFINGHAM COUNTY. INCLUDING BUT NOT LIMITED TO, PAYING THIS/THOSE LOTS OR LOTS MAY NOT BE RE-
SUBDIVIDED UNTIL SAID ROAD, AT SUB DIVIDERS EXPENSE.
IS BROUGHT INTO COMPLIANCE WITH COUNTY ROAD STANDARDS TO BE ACCEPTED AS PUBLIC ROAD BY THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS. IF THE ROAD REMAINS PRIVATE, ALL MAINTAINED OF THE RIGHT-OF-
WAY OR EASEMENT, INCLUDING DRAINAGE AND ROAD SURFACE, SHALL BE THE RESPONSIBILITY OF THE AFFECTING PROPERTY OWNERS. THE ROAD SURFACE SHALL BE NOT LESS THAN 18 FEET WIDE. FURTHER, I/WE UNDERSTAND THAT IT SHALL BE THE RESPONSIBILITY OF PROPERLY GRANT THE EASEMENT SHOWN ON THIS PLAT BY DEED OR SEPARATE EASEMENT AGREEMENT TO ANY TRANSFEREE OF THE PROPERTY. THE EASEMENT MAY SERVE NO MORE THAN THREE (3) LOTS. THE ORIGINAL REMAINING PARCEL SHALL BE INCLUDED AS ONE OF THE THREE LOTS.

SUBD: "XXX"
COUNTY: EFFINGHAM
STATE: GEORGIA
GMD: 
FILE NUMBER: 
TOTAL AREA: = LOT: 

SURVEY FOR:

FILE DATE: 
FIELD SURVEY DATE: 

FILE NUMBER:

REFERENCES:
1. DB 2080 PG 634
2. PB 16 PG 80
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 Ramon & Casandra Polanco – (Map # 393 Parcel # 22) 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 Ramon & Casandra Polanco – (Map # 393 Parcel # 22) 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 – December 20, 2021
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL   DISAPPROVAL

Of the rezoning request by applicant Ramon & Casandra Polanco – (Map # 393 Parcel # 22) 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

Or the rezoning request by applicant Ramon & Casandra Polanco – (Map # 353 Parcel # 22) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

Yes ☒ 8. Do other conditions affect the property so as to support a decision against the proposal?
Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022
Item Description: Ramon & Casandra Polanco request to rezone 10 acres from AR-1 to AR-2 to allow for future subdivision, creating residential lots under 5 acres. Located at 1379 Low Ground Road.

Map# 393 Parcel# 22

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 10 acres from AR-1 to AR-2 to allow for future subdivision, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide the parcel for three or more home sites and, therefore, must rezone the parcel to AR-2.
- At the December 20 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 10 acres from AR-1 to AR-2 to allow for future subdivision, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by the Health Department and the Zoning Administrator, and be recorded before the rezoning can take effect.
- The motion was seconded by Michael Larson, and carried unanimously.

Alternatives
1. Approve request to rezone 10 acres from AR-1 to AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by the Health Department and the Zoning Administrator, and be recorded before the rezoning can take effect.

2. Deny the request to rezone 10 acres from AR-1 to AR-2.

Recommended Alternative: 1

Department Review: Development Services
Attachments: 1. Zoning Map Amendment

FUNDING: N/A
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 393-22
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 393-22
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, RAMON & CASSANDRA POLANCO has filed an application to rezone ten and zero hundredths (10.0) +/- acres; from AR-1 to AR-2, to allow for future subdivision, creating residential lots; map and parcel number 393-22, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on December 7, 2021 and notice of said hearing having been published in the Effingham County Herald on December 15, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 1, 2021; and

IT IS HEREBY ORDAINED THAT ten and zero hundredths (10.0) +/- acres; map and parcel number 393-22, located in the 2nd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. Minor subdivision plat must be approved by the Health Department and the Zoning Administrator, and be recorded before the rezoning can take effect.

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

This _____ day of __________________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _________________
WESLEY CORBITT, CHAIRMAN

ATTEST: _________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022

Item Description: Donnie Nease requests to rezone 2.56 acres from AR-1 to AR-2, to allow for an adjustment to property lines. Located at 285 Hodgeville Road.

Map# 415 Parcel# 23

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2.56 acres from AR-1 to AR-2, to allow for an adjustment to property lines, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to increase the lot size by combining with a portion of 415-25B, which was rezoned to AR-2 in 2008.
- At the December 20 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 2.56 acres from AR-1 to AR-2, to allow for an adjustment to property lines, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve the request to rezone 2.56 acres from AR-1 to AR-2
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. Plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.

2. Deny the request to rezone 2.56 acres from AR-1 to AR-2

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Rezoning application
2. Ownership Certification
3. Deed
4. Aerial photography
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 11/10/2021

Applicant/Agent:  Donnie Nease ____________________________________________

Applicant Email Address: donnie.nease@aol.com ____________________________

Phone #  919-661-8592 ____________________________________________________

Applicant Mailing Address:  475 Ray Davis Rd _____________________________
                           Lansing, NC.  28643 ______________________________

Property Owner, if different from above: _________________________________

Owner’s Email Address (if known): _______________________________________

Phone # ____________________________

Owner’s Mailing Address: ________________________________

Property Location:  285 Hodgeville Rd. Guyton Ga. 31312 __________________________

Proposed Road Access:  Hodgeville Rd ____________________________

Present Zoning of Property:  AR1 Proposed Zoning:  AR2 __________________________

Tax Map-Parcel #: 04150-03-000 Total Acres: 2.56 Acres to be Rezoned: 2.56 __________________________

Lot Characteristics: ______________________________________________________

WATER

    ✔ Private Well
    ___ Public Water System

SEWER

    ✔ Private Septic System
    ___ Public Sewer System

If public, name of supplier: _________________________________________________

Justification for Rezoning Amendment:  Realignment Survey with Tract #3 1.89 Ac

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

North  AR2  South  AR2  East  AR2  West  AR2

Rev 05052021 314
1. Describe the current use of the property you wish to rezone.

   Single Family Dwelling

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.

   Access realign survey with Tract 43 Parcel ID
   0415023 Map Code 04150-025-800 (for recombination)

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

   Single Family Dwellings

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?

   Access From Hodgesville Rd instead of Ott's
   See Kinger Rd

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

   No

Applicant Signature:       Date 11-10-2021
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

11-13-1992, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 322 page 299.

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

Owner's signature  

Print Name  

Owner's signature  

Print Name  

Owner's signature  

Print Name  

Sworn and subscribed before me this 11th day of November, 2021.

Notary Public, State of Georgia

IVY K. NETTLES  
NOTARY PUBLIC  
EFFINGHAM COUNTY, GEORGIA  
MY COMMISSION EXPIRES JULY 23, 2023
This indenture, made and entered into this 13th day of November, 1992, between

Valdee T. Nease

of the County of Effingham, and State of Georgia, as Party or Parties of the First Part, hereinafter called Grantor, and

Donnie L. Nease

as Party or Parties of the Second Part, hereinafter called Grantee (the words “Grantor” and “Grantee” to include their respective heirs, successors and assigns where the context requires or permits).

Witnesseth: Grantor, for and in consideration of the natural love and affection he has for his son, the said Grantee, and the sum of One Dollar ($1.00) together with other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does give, grant and convey, and by these presents does hereby give, grant, and convey unto the said Grantee, his heirs and assigns, 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, Effingham County, Georgia, containing 2.56 acres, more or less, that is shown and more particularly described by the plat of survey made by Wilder Surveying & Mapping dated November 18, 1986, recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 21, page 180, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Donnie L. Nease to Valdee T. Nease described in that Gift Deed dated May 1, 1990, recorded in Deed Book 280, page 444, aforesaid records.

Title Not Examined by Scrivener

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.

In witness whereof, the said Grantor has signed and sealed this Deed, the day and year first above written.

[Signature]

Valdee T. Nease

[Seal]

Signed, sealed and delivered in the presence of:

[Names and Signatures]

Witness

Notary Public

[Seal]

[Seal]
RECORD AND RETURN TO:
Theodore T. Carellas, P.C.
P.O. Box 3599
Rincon, GA 31326

STATE OF GEORGIA }  
COUNTY OF EFFINGHAM 

THREE INDENTURE, made this 18th day of July, 2003, between DONNIE L. NEASE
of Effingham County, Georgia, as Party of the First Part and DEBORAH L. NEASE of
Effingham County, Georgia, as Party of the Second Part,

WITNESSETH

That the said Party of the First Part, for and in consideration of the love
and affection the Party of the First Part bears towards the Party of the Second
Part, has granted, bargained, sold and conveyed and by these presents does grant,
bargain, sell and convey unto the said Party of the Second Part, her
administrators, executors, heirs and assigns, as joint tenants with rights of
survivorship, an undivided one-half interest in and to the following described
tract or parcel of land, to wit:

SHE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the said bargained premises, together with all and
singular the rights, members and appurtenances thereof, to and in this being,
belonging or in anywise appertaining, to the only proper use, benefit and behoof
of the said Party of the Second Part, her administrators, executors, heirs and
assigns, forever, in FEE SIMPLE, as joint tenants with rights of survivorship.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his
hand and seal on the day and year first above written.

Signed, sealed and delivered in the
presence of the undersigned this
18th day of July, 2003.

Witness

DANIEL L. NEASE
NOTARY PUBLIC

Comm. Exp.
3/21/06
Effingham County, GA
EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing 2.56 acres, more or less, as shown and more particularly described on that certain map or plat made by Wilder Surveying & Mapping, dated November 18, 1986, recorded in Plat Record Book 21, Page 180, 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. Interest conveyed by this Deed shall also include all rights, title and interest in that certain make and year mobile home described as one 1992 Eagle Trace mobile home bearing serial number GAFLM54C71826ET. Grantor/Grantee declares that the above described mobile home is and will remain permanently affixed to the property and is and will be treated as a fixture. Grantor/Grantee also declares that the wheels, axels, and hitches have been removed and that the mobile home is connected to the utilities. Grantor/Grantee intends that the mobile home lose its nature as personal property and become real property. Said mobile home is and shall be hereafter considered a permanent fixture on the realty and henceforth title to said mobile home is and shall be considered as merged with title to the realty.

This being the same property conveyed by Warranty Deed from Valdee T. Nease to Donnie L. Nease, dated November 13, 1992, recorded in Deed Book 322, page 299, aforesaid records.
December 14, 2021

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Dennis L. Hammock
1510 Goshen Road Rincon, GA 31326
Pin: 434-3
Total Acres: 8.5 Acres to be rezoned: 2.0

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Flat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

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

Sincerely,

[Signature]

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
Item XVII. 6.

I CERTIFY THAT THIS PROPERTY DOES NOT LIE WITHIN THE FLOOD HAZARD AREAS SHOWN ON THE U.S. GOVERNMENT FLOOD HAZARD BOUNDARY MAPS.

PAUL D. WILDER, P.L.S. #1559

REFERENCE: PLAT BOOK 13, PAGE 89.

PLAT OF PARCEL Property of VALDEE T. NEASE

LOCATION: O.M.O.B.

SCHOOL COUNTY GEORGIA

SCALE: 1 INCH = 200 FEET

DATE: NOV 18, 1996 FILE NO. 2075-7

WILDER SURVEYING & MAPPING RINCON, GEORGIA
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_______  DISAPPROVAL_______

Of the rezoning request by applicant Donnie Nease – (Map # 415 Parcel # 23) from R-1 to AR-1 zoning.

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

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

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

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

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

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

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

Yes  No ?  8. Do other conditions affect the property so as to support a decision against the proposal?
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 Donnie Nease – (Map # 415 Parcel # 23) from R-1 to AR-1 zoning.

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

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

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

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

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

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

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

Yes ☐  No ☐  8. Do other conditions affect the property so as to support a decision against the proposal?
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 Donnie Nease – (Map # 415 Parcel # 23) from R-1 to AR-1 zoning.

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

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

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

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

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

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

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

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

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL x DISAPPROVAL

Of the rezoning request by applicant Donnie Nease – (Map # 415 Parcel # 23) from R-1 to AR-1 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – December 20, 2021

BKS. 12/20/21
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022

Item Description: Donnie Nease requests to rezone 2.56 acres from AR-1 to AR-2, to allow for an adjustment to property lines. Located at 285 Hodgeville Road.

Map# 415 Parcel# 23

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2.56 acres from AR-1 to AR-2, to allow for an adjustment to property lines, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to increase the lot size by combining with a portion of 415-25B, which was rezoned to AR-2 in 2008.
- At the December 20 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 2.56 acres from AR-1 to AR-2, to allow for an adjustment to property lines, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve the request to rezone 2.56 acres from AR-1 to AR-2
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. Plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.

2. Deny the request to rezone 2.56 acres from AR-1 to AR-2

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments: 1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 415-23
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 415-23
AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, DONNIE NEASE has filed an application to rezone two and fifty-six hundredths (2.56) +/- acres; from AR-1 to AR-2, to allow for recombination with an adjacent parcel; map and parcel number 415-23, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on January 4, 2021 and notice of said hearing having been published in the Effingham County Herald on December 15, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 1, 2021; and

IT IS HEREBY ORDAINED THAT two and fifty-six hundredths (2.56) +/- acres; map and parcel number 415-23, located in the 2nd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. Plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.

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

This ______ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
   WESLEY 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: January 4, 2022

Item Description: Dennis L. Hammock as Agent for William Jenkins requests to rezone 2 of 8.5 acres from AR-1 to AR-2, to allow for the separation of a home site. Located at 1510 Goshen Road.

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2 of 8.5 acres from AR-1 to AR-2, to allow for the separation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide a 2-acre parcel for a home site and, therefore, must rezone the parcel to AR-2.
- The remaining 6.5 acres of 434-3 will be recombined with 434-3A, to form an 11.5-acre AR-1-zoned parcel, which the applicant plans to place in CUVA.
- Both 434-3 and 434-3A are currently served by an access easement. No new parcel is being created; the parcels are to be recombined, and a 2-acre home site is to be created. The access easement will continue to serve only three parcels.
- At the December 20 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 2 of 8.5 acres from AR-1 to AR-2, to allow for the separation of a home site, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- The motion was seconded by Michael Larson, and carried unanimously.

Alternatives
1. Approve request to rezone 2 of 8.5 acres from AR-1 to AR-2, with conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. Plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. Deny the request to rezone 2 of 8.5 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments: 1. Rezoning application
            2. Ownership certificate
            3. Deed
            4. Aerial photograph
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: ______________

Applicant/Agent: Dennis L. Hammock

Applicant Email Address: d.hammock504@comcast.net

Phone #: 912-412-6738

Applicant Mailing Address: 1510 Goshen Rd

City: Rincon State: GA Zip Code: 31326

Property Owner, if different from above: William Jenkins

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): SAME AS ABOVE

Phone #: 912-826-5756

Call: 912-257-0263

Owner’s Mailing Address: SAME AS ABOVE

City: __________________________ State: __________ Zip Code: ______________

Property Location: 1510 Goshen Rd, Goshen Rd, Rincon GA 31326

Proposed Road Access: ______________________________


Tax Map-Parcel #: 434-3 Total Acres: 8.5 Acres to be Rezoned: 2

Lot Characteristics: Residence

WATER

✓ Private Well

____ Public Water System

If public, name of supplier: __________________________

SEWER

✓ Private Septic System

____ Public Sewer System

Justification for Rezoning Amendment: FOR CADA Program

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

North __________ South __________ East __________ West __________
1. Describe the current use of the property you wish to rezone.
   
   Planted Pine Trees for Cure Program

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.
   Same as above, Pine Trees for straw.

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

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

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   No

Applicant Signature

Date 11-8-21
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: Dennis L. Hammock

Applicant/Agent Address: 1510 Goshen Rd

City: Rincon State: GA Zip Code: 31326

Phone: 912-6738 Email: d.hammock5042@comcast.net

Owner’s signature: William W. Jenkins

Print Name: William W. Jenkins

Personally appeared before me William W. Jenkins (Owner print)

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

Sworn and subscribed before me this 8th day of November, 2021.

Andrea N. Berry
Notary Public, State of Georgia

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

05/04/1826, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book BK 8589 page 769-777.

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

Owner's signature  William W. Jenkins
Print Name William W. Jenkins

Owner's signature  William W. Jenkins
Print Name William W. Jenkins

Owner's signature  William W. Jenkins
Print Name William W. Jenkins

Sworn and subscribed before me this 8th day of November, 20 21.

Andrea R. Berry  
Notary Public, State of Georgia

Rev 05052021
SURVIVORSHIP DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the [date] day of May, 2020, between WILLIAM W. JENKINS of the FIRST PART, and WILLIAM W. JENKINS and DENNIS L. HAMMOCK of the SECOND PART,

WITNESSETH. That the said party of the FIRST PART, for and in consideration of the sum of Ten Dollars $10.00) and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, conveyed and confirmed and by these presents do grant, bargain, sell, alien, convey and confirm unto the said parties of the SECOND PART, as joint tenants with right of survivorship as defined and created by O.C.G.A § 44-6-190, then to their heirs, executors and assigns of the survivor, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing (8.5) acres, more or less, and being bounded on the northeast by lands now or formerly of Strickland; on the south-southeast by lands now or formerly of Latrelle Jenkins and by Lot 6; on the west-southwest by a five (5) acre tract of land now owned by Dennis L. Hammock and on the northwest by other lands formerly of Jenkins.

Express reference is hereby made to the plat of said lands made by Michael E. Stone, R.L.S. # 2747, dated May 5, 2008 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "C", Slide 199-D-1, for better determining the metes and bounds of said lands herein conveyed.

Also a non-exclusive perpetual right-of-way easement for a road and utility purposes over and across the 60-foot wide existing access easement shown on said plat which extends from Goshen road known as County Road Number 138 in a northwesterly direction a distance of approximately 1,245.47 feet the point where it intersects the lands above described.

SUBJECT, ALSO to the 60-foot wide access easement running across the northeasterly and northwesterly boundary line of said property as shown on said plat above referred to.

SUBJECT, HOWEVER, TO A LIFE ESTATE, FIRST PARTY RESERVES UNTO HIMSELF, RESERVING UNTIL FIRST PARTY THE RIGHT TO LIVE ON AND OCCUPY SAID PROPERTY FOR AND DURING THE REMAINDER OF HIS NATURAL LIFE.

SCRIVENER DOES NOT EXAMINE TITLE AND DOES NOT CERTIFY SAME.

SUBJECT to restrictive covenants and easements of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof to the same being, belonging, or in anywise appertaining, to the only property use, benefit and behoof of the said parties of the second part, as joint tenants with the right of survivorship as defined above, then to their heirs, executors and assigns of the survivor, forever in Fee Simple.

AND THE SAID party of the first part, for his heirs, executors and administrators, will warranty and forever defend the right and title to the above described property unto the said parties of the second part, their heirs and assigns, against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered
in the presence of:

[Signature]
William W. Jenkins

[Seal]
William W. Jenkins

Unofficial Witness

[Signature]
Notary Public

[Stamp]
Notary Public

[Stamp]
SURVIVORSHIP DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the __ day of May, 2020, between WILLIAM W. JENKINS of the FIRST PART, and WILLIAM W. JENKINS and DENNIS L. HAMMOCk of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed and confirmed and by these presents do grant, bargain, sell, alien, convey and confirm unto the said parties of the SECOND PART, as joint tenants with right of survivorship as defined and created by O.C.G.A. § 44-6-190, then to their heirs, executors and assigns of the survivor, the following described property, to wit:

ALL that certain tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing (8.5) acres, more or less, and being bounded on the northeast by lands now or formerly of Strickland; on the south-southeast by lands now or formerly of Latrelle Jenkins and by Lot 6; on the southeast by a five (5) acre tract of land now owned by Dennis L. Hammock and on the northwest by other lands formerly of Jenkins.

Express reference is hereby made to the plat of said lands made by Michael E. Stone, R.L.S. # 2747, dated May 5, 2008 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "C", Slide 199-D-1, for better determining the metes and bounds of said lands herein conveyed.

Also a non-exclusive perpetual right-of-way easement for a road and utility purposes over and across the 60-foot wide existing access easement shown on said plat which extends from Goschen road known as County Road Number 138 in a northwesterly direction a distance of approximately 1,245.47 feet the point where it intersects the lands above described.

SUBJECT, ALSO to the 60-foot wide access easement running across the northeasterly and northwesterly boundary line of said property as shown on said plat above referred to.

SUBJECT, HOWEVER, TO A LIFE ESTATE, FIRST PARTY RESERVES UNTO HIMSELF, RESERVING UNTO FIRST PARTY THE RIGHT TO LIVE ON AND OCCUPY SAID PROPERTY FOR AND DURING THE REMAINDER OF HIS NATURAL LIFE.

SCRIVENER DOES NOT EXAMINE TITLE AND DOES NOT CERTIFY SAME.

SUBJECT to restrictive covenants and easements of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof to the same being, belonging, or in anyway appertaining, to the only property use, benefit and behoof of the said parties of the second part, as joint tenants with the right of survivorship as defined above, then to their heirs, executors and assigns of the survivor, forever in Fee Simple.

AND THE SAID party of the first part, for his heirs, executors and administrators, will warranty and forever defend the right and title to the above described property unto the said parties of the second part, their heirs and assigns, against the lawful claims of all persons whosoever.

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

WILLIAM W. JENKINS (SEAL)

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

https://search.gsccha.org/Imaging/HTM5Viewer.aspx?id=75919438&key1=2589&key2=723&county=51&countyname=EFFINGHAM&userid=725673&apprd=4
NOTE: SUBJECT PROPERTY IS A RECOMBINATION OF MAP & PARCEL 04340003 & 04340003A OF THE EFFINGHAM CTY TAX ASSESSORS FILE.

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA REFERENCE THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 5-16/2019, THIS PROPERTY IS LOCATED IN "ZONE X", OUTSIDE THE 500 YEAR FLOODPLANE.

LEGEND:
- RF = REMARK FOUND
- RE = REMARK SET
- PL = PROPERTY LINE
- PP = POWER POLE
- TO = TOPOGRAPHIC TOTAL STATION
- TS = TOTAL STATION
- E = ERROR OF CLOSURE

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.

SURVEYORS CERTIFICATION

SURVEY FOR
WILLIAM W. JENKINS & DENNIS L. HAMMOCK
SURVEY TO RECOMBINE 6.57 AC. OF MAP & PARCEL 04340003 WITH MAP & PARCEL 04340003A FORMERLY 5.0 AC. NOW 11.5 AC. LOCATED IN THE O5TH G.M.D. EFFINGHAM COUNTY, GEORGIA SURVEYED 25 OCT 2021, PLAT DRAWN 225 OCT 2021

SCALE: 1" = 200'

0' 200' 400'
NOTE: SUBJECT PROPERTY IS A RECOMBINATION OF MAP & PARCEL 04340003 & 04340003A OF THE EFFINGHAM CTY TAX ASSESSORS FILE.

NOTE: BASED UPON REVIEW OF THE F.E.N.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA REFERENCES THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATE 3/6/2019, THE PROPERTY IS LOCATED IN "ZONE X" OUTSIDE THE 500 YEAR FLOODPLAIN.

VIJNCITY MAP

RECOMBINATION SURVEY

SURVEY FOR
WILLIAM W JENKINS & DENNIS L HAMMOCK
SURVEY TO RECOMbine 6.57 AC. OF MAP & PARCEL 04340003 WITH MAP & PARCEL 04340003A FORMERLY 5.0 AC NOW 11.5 AC LOCATED IN THE 09TH G.M.D. EFFINGHAM COUNTY, GEORGIA SURVEYED 25 OCT 2021 PLAT DRAWN 225 OCT 2021
1510 GOSHEN ROAD
Item XVII. 8.
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 Dennis L. Hammock as Agent for William Jenkins – (Map # 434 Parcel # 3) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

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

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The Effingham County Planning Commission recommends:

APPROVAL  [ ]  DISAPPROVAL  [ ]

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

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

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

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

Planning Board Meeting – December 20, 2021
EFFINGHAM COUNTY REZONING CHECKLIST

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

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The Effingham County Planning Commission recommends:

APPROVAL _______ DISAPPROVAL _______

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

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Yes No? 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 Dennis L. Hammock as Agent for William Jenkins – (Map # 434 Parcel # 3) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – December 20, 2021

[Signature]

12/20/21
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022
Item Description: Dennis L. Hammock as Agent for William Jenkins requests to rezone 2 of 8.5 acres from AR-1 to AR-2, to allow for the separation of a home site. Located at 1510 Goshen Road.

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2 of 8.5 acres from AR-1 to AR-2, to allow for the separation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide a 2-acre parcel for a home site and, therefore, must rezone the parcel to AR-2.
- The remaining 6.5 acres of 434-3 will be recombined with 434-3A, to form an 11.5-acre AR-1-zoned parcel, which the applicant plans to place in CUVA.
- Both 434-3 and 434-3A are currently served by an access easement. No new parcel is being created; the parcels are to be recombined, and a 2-acre home site is to be created. The access easement will continue to serve only three parcels.
- At the December 20 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 2 of 8.5 acres from AR-1 to AR-2, to allow for the separation of a home site, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- The motion was seconded by Michael Larson, and carried unanimously.

Alternatives
1. Approve request to rezone 2 of 8.5 acres from AR-1 to AR-2, with conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. Plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.

2. Deny the request to rezone 2 of 8.5 acres from AR-1 to AR-2.

Recommended Alternative: 1  Other Alternatives: 2

Department Review: Development Services  FUNDING: N/A

Attachments: 1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 434-3
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 434-3
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, DENNIS L. HAMMOCK as agent for WILLIAM JENKINS has filed an application to rezone two and zero hundredths (2.0) +/- acres; from AR-1 to AR-2 to allow for separation of a homesite; map and parcel number 434-3, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on January 4, 2021 and notice of said hearing having been published in the Effingham County Herald on December 15, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 1, 2021; and

IT IS HEREBY ORDAINED THAT two and zero hundredths (2.0) +/- acres; map and parcel number 434-3, located in the 2nd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
    WESLEY CORBITT, CHAIRMAN

ATTEST: __________________________
          STEPHANIE JOHNSON
          COUNTY CLERK
Staff Report

Subject: Rezoning (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022

Item Description: Janis Z. Bevill, Kathy Z. Zittrouer, & Alan B. Zipperer request to rezone 76.84 acres from AR-1 to I-1 for future industrial use. Located on Hodgeville Road.

Map# 434 Parcel# 24A

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 76.84 acres from AR-1 to I-1 for future industrial use, 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. Warehousing is a permitted use in I-1 (Heavy Industrial).
- The parcel is adjacent to industrial zoned land to the northwest, AR-1 zoned land to the north, south, and northeast, and R-1 zoned land to the east and southeast.
- This rezoning application was not referred for regional review, as no proposed use or site plan was submitted, and the acreage is below the threshold requiring a regional review for industrial rezoning.
- The parcel is narrow, and will have limited potential for development as an I-1 property unless it is combined with adjacent industrial acreage. The required 300’ buffer along the boundary with AR and R zoned properties reduces the developable area to ~30 acres.
- Rezoning to B-3 would require a 30’ buffer to adjacent AR and R zoned properties, and a 150’ buffer to adjacent I-1 property (if developed as heavy industrial) resulting in a developable area of ~40 acres.
- The parcel has frontage on Hodgeville Road. A traffic impact assessment will be required during the site development plan review, to identify necessary improvements to Hodgeville Road.
- At the December 20 Planning Board meeting, Michael Larson made a motion to approve the request to rezone 76.84 acres from AR-1 to I-1 for future industrial use, with the following conditions:
  1. Applicant must submit a sketch plan for review and approval before site development plans are submitted.
  2. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
  4. All wetland impacts must be approved and permitted by USACE, and the approved Jurisdictional Determination must be submitted during the site development plan review process.
  5. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve the request to rezone 76.84 acres from AR-1 to I-1, with the following conditions:
   1. Applicant must submit a sketch plan for review and approval before site development plans are submitted.
   2. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
   3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
   4. All wetland impacts must be approved and permitted by USACE, and the approved Jurisdictional Determination must be submitted during the site development plan review process.
5. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.

2. Deny the request to rezone 76.84 acres from AR-1 to I-1.

Recommended Alternative: 1
Department Review: Development Services
Attachments: 1. Rezoning application

Other Alternatives: 2
FUNDING: N/A
3. Deed
4. Aerial photograph

2. Ownership certificate
ATTACHMENT A - REZONING AMENDMENT APPLICATION

Application Date: 11-03-2021

Applicant/Agent: Janis Z Bevill, Kathy Z Zittrover, Alan B Zipperer

Applicant Email Address: jzbevill@windstream.net

Phone #: 912-683-5732

Applicant Mailing Address: 1262 Old Tusculum Rd

City: Springfield State: GA Zip Code: 31329

Property Owner, if different from above:

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known):

Phone #

Owner’s Mailing Address:

City: State: Zip Code:

Property Location: Hodgenville Road

Proposed Road Access: Hodgenville Road & Future Effingham Parkway Access

Present Zoning of Property: AR-1 Proposed Zoning: I-1

Tax Map-Parcel #1434-24-A Total Acres: 76.84 Acres to be Rezoned: 76.84

Lot Characteristics: Ag property currently timbered

WATER

____ Private Well

V Public Water System

If public, name of supplier: Effingham County

SEWER

____ Private Septic System

V Public Sewer System

Justification for Rezoning Amendment: To give property highest & best use

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

North I-1 South AR-1 East AR-1 West AR-1 + B-3

Rev 05052021
1. Describe the current use of the property you wish to rezone.
  -growing timber

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
  -timber can only be harvested every 15-20 years

3. Describe the use that you propose to make of the land after rezoning.
  -possible warehousing or other industrial use

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
  -Adjoining property is industrial, commercial and AR-1 property - one area of residential property

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?
  -Property on 3 sides is currently zoned and used as industrial, AR-1, large Tracts, and commercial. One portion R-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

Applicant Signature: [Signature]  Date 11-03-2021
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date June 16 - 2006, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1468 page 436.

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

Owner’s signature ________________________________
Print Name ________________________________

Owner’s signature ________________________________
Print Name ________________________________

Owner’s signature ________________________________
Print Name ________________________________

Sworn and subscribed before me this 3rd day of November, 2021.

______________________________________________
Notary Public, State of Georgia
RETURN TO: 
REDDICK & EXLEY 
ATTORNEYS AT LAW 
PO BOX 385 
SPRINGFIELD, GA 31339 

STATE OF GEORGIA 

COUNTY OF EFFINGHAM 

THIS INDENTURE, Made the ___ day of June, 2006, between BOBBY L. ZIPPERER and DOROTHY W. ZIPPERER of the FIRST PART, and JANIS Z. BEVILL, KATHY Z. ZITTOUER and ALAN B. ZIPPERER of the SECOND PART, 

WITNESSETH: FIRST PARTIES, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, do hereby bargain, sell, and by these presents remise, release, and forever QUIET CLAIM to the SECOND PARTIES, their heirs, executors, administrators and assigns, all the right, title, interest, claim, options and demands, which the said FIRST PARTIES have or may have in and to the following real estate, to wit: 

ALL that certain tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing Seventy-Six and Eighty-Four Hundredths (76.84) acres, more or less, and being known and designated as Parcel Two (2) as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the northeast by lands of Zipperer Estate; on the east and southeast by lands of H.W. Jenkins, Sr. Estate; also on the southeast by lands of Pauline M. Cooler; on the southwest by Hodgesville Road, known as County Road #140; and on the west and northwest by Parcel 1, as shown on said plat hereinafter referred to. 

Express reference is hereby made to a plat of said lands made by Warren E. Poythress, R.L.S. #1993, dated March 15, 1993 and recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "A", slide 224-5, for better determining the metes and bounds of said lands herein conveyed. 

This being the same tract or land conveyed by deed from Charles E. Zipperer to Bobby L. Zipperer dated July 6, 1993 and recorded in said Clerk's office in Deed Book 335, page 737. 

Also included in this conveyance is the 20-foot wide private easement described in said deed and this deed is also subject to said 20-foot wide private easement. 

TO HAVE AND TO HOLD the said described real estate to the said SECOND PARTIES so that neither the FIRST PARTIES nor their heirs, executors, administrators or assigns, nor any person claiming under them shall at any time, by any means, have claim or demand or right or title to the aforesaid real estate or appurtenances, or right thereof. 

IN WITNESS WHEREOF, FIRST PARTIES have hereunto set their hands and affixed their seals and delivered these presents, the day and year first above written. 

Signed, sealed and delivered in the presence of: 

BOBBY L. ZIPPERER (SEAL) 

DOROTHY ZIPPERER (SEAL) 

Unofficial Witness 

Official Witness - Notary Public 

https://search.gacoca.org/Imaging/HTML5Viewer.aspx?id=46924274&key1=1468&key2=436&county=51&countyname=EFFINGHAM&userid=610934...
December 14, 2021

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Janis Bevill, Kathy Zittrouer, Alan Zipperer
Hodgeville Road Rincon, GA 31312
Pin: 434-24A
Total Acres: 76.84 Acres to be rezoned: 76.84

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to I-1. The proposed rezoning request is approved based on the development being serviced by the Effingham County Sewer and Water system.

If this project cannot be serviced by the Effingham County water and sewer system:

The following items must be submitted:

1. Completed Subdivision Application.
2. Completed Flat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval
   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management: System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

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

Sincerely,

[Signature]

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
PROPERTY SURVEY
FOR
CHARLES E. ZIPPERER
& BOBBY L. ZIPPERER

LOCATED IN THE 9TH G.M.D.,
EFFINGHAM COUNTY, GEORGIA

DATE: MARCH 13, 1933

WILLIAM E. POTTMANN
R.A. 1933

EQUITY: LIETZ 30436C

FIELD E.O.C. 36.78'
ANGULAR O.S.B. 90
PLAT E.O.C. 1/803.71
Hodgeville Road

Item XVII. 10.
EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>DISAPPROVAL</th>
</tr>
</thead>
</table>

Of the rezoning request by applicant Janis Z. Bevill, Kathy Z. Zittouer, & Alan B. Zipperer – (Map # 434 Parcel # 24A) from AR-1 to I-1 zoning.

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

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

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

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

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

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

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

Yes No 8. Do other conditions affect the property so as to support a decision against the proposal?
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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 Janis Z. Bevill, Kathy Z. Zittrouer, & Alan B. Zipperer - (Map # 434 Parcel # 24A) from AR-1 to I-1 zoning.

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

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

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

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

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

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

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

Yes ☐ No ☑ 8. Do other conditions affect the property so as to support a decision against the proposal?
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 Janis Z. Bevill, Kathy Z. Zittrouer, & Alan B. Zipperer – (Map # 434 Parcel # 24A) from AR-1 to I-1 zoning.

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

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

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

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

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

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

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

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

BKS. 12/20/21

Planning Board Meeting – December 20, 2021
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022
Item Description: Janis Z. Bevill, Kathy Z. Zittouwer, & Alan B. Zipperer request to rezone 76.84 acres from AR-1 to I-1 for future industrial use. Located on Hodgeville Road.

Map# 434 Parcel# 24A

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 76.84 acres from AR-1 to I-1 for future industrial use, 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. Warehousing is a permitted use in I-1 (Heavy Industrial).
- The parcel is adjacent to industrial zoned land to the northwest, AR-1 zoned land to the north, south, and northeast, and R-1 zoned land to the east and south east.
- This rezoning application was not referred for regional review, as no proposed use or site plan was submitted, and the acreage is below the threshold requiring a regional review for industrial rezoning.
- The parcel is narrow, and will have limited potential for development as an I-1 property unless it is combined with adjacent industrial acreage. The required 300’ buffer along the boundary with AR and R zoned properties reduces the developable area to ~30 acres.
- Rezoning to B-3 would require a 30’ buffer to adjacent AR and R zoned properties, and a 150’ buffer to adjacent I-1 property (if developed as heavy industrial) resulting in a developable area of ~40 acres.
- The parcel has frontage on Hodgeville Road. A traffic impact assessment will be required during the site development plan review, to identify necessary improvements to Hodgeville Road.
- At the December 20 Planning Board meeting, Michael Larson made a motion to approve the request to rezone 76.84 acres from AR-1 to I-1 for future industrial use, with the following conditions:
  1. Applicant must submit a sketch plan for review and approval before site development plans are submitted.
  2. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
  4. All wetland impacts must be approved and permitted by USACE, and the approved Jurisdictional Determination must be submitted during the site development plan review process.
  5. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve the request to rezone 76.84 acres from AR-1 to I-1, with the following conditions:
   1. Applicant must submit a sketch plan for review and approval before site development plans are submitted.
   2. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
   3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
   4. All wetland impacts must be approved and permitted by USACE, and the approved Jurisdictional Determination must be submitted during the site development plan review process.
5. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.

2. Deny the request to rezone 76.84 acres from AR-1 to I-1.

Recommended Alternative: 1
Department Review: Development Services
Attachments: 1. Zoning Map Amendment

Other Alternatives: 2
FUNDING: N/A
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 434-24A
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 434-24A

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, JANIS Z. BEVILL, KATHY Z. ZITTROUER, & ALAN B. ZIPPERER have filed an application to rezone seventy-six and eighty-four hundredths (76.84) +/- acres; from AR-1 to I-1 for future industrial use; map and parcel number 434-24A, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on January 4, 2021 and notice of said hearing having been published in the Effingham County Herald on December 15, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 1, 2021; and

IT IS HEREBY ORDAINED THAT seventy-six and eighty-four hundredths (76.84) +/- acres; map and parcel number 434-24A, located in the 2nd commissioner district is rezoned from AR-1 to I-1, with the following conditions:

1. Applicant must submit a sketch plan for review and approval before site development plans are submitted.
2. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
4. All wetland impacts must be approved and permitted by USACE, and the approved Jurisdictional Determination must be submitted during the site development plan review process.
5. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.

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

This _____ day of __________________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
    WESLEY CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: __________________

_________________________
STEPHANIE JOHNSON
COUNTY CLERK
Subject: Rezoning (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022

Item Description: Heather Arnold as Agent for Martha J. Arnold requests to rezone 4.5 acres from AR-1 to AR-2 to allow for a recombination of parcels. Located on Center Drive & Exley Loop.

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 4.5 acres from AR-1 to AR-2 to allow for a recombination of parcels, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. The recombined parcel will be 4.45 acres, and, therefore, must be AR-2.
- The parcels are in Goshen Hill Farms, which is zoned AR-1. One parcel contains a house; two parcels are undeveloped.
- The applicant wishes to recombine the three parcels, and subdivide into two parcels. The resulting lots will be larger than other lots in the subdivision, but there is no proposed change in use. The lots will be used for residential development.
- Pursuant to Section 6.6 Resubdivision, any change to a previously approved final plat must be approved by the Board of Commissioners. The following criteria must be considered:
  - Is the size of the proposed lots compatible in size with other lots in the subdivision – Yes
  - Is the intended use of the lots as previously subdivided affected by economic or other forces – N/A
  - Will the proposed resubdivision adversely affect the values of other property in the subdivision – No. Other lots have been combined or subdivided with no adverse impact.
  - Is the proposed resubdivision compatible with the purposes of the subdivision regulations – Yes
- At the December 20 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 4.5 acres from AR-1 to AR-2 to allow for a recombination of parcels, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. The amended subdivision final plat must be approved by the Board of Commissioners, and be recorded before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve request to rezone 4.5 acres from AR-1 to AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-2 zoning district.
   2. The amended subdivision final plat must be approved by the Board of Commissioners, and be recorded before the rezoning can take effect.
2. Deny the request to rezone 4.5 acres from AR-1 to AR-2

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 11/9/2021

Heather Arnold for

Applicant/Agent: Martha J Arnold

Applicant Email Address: heather.arnold@gulfstream.com

Phone # 912-659-8823

Applicant Mailing Address: 316 Center Dr

City: Rincon State: GA Zip Code: 31326

Property Owner, if different from above: Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known):

Phone #

Owner’s Mailing Address:

City: State: Zip Code:

Property Location: Rincon, GA

Proposed Road Access: Center Dr/Exley Loop


0451C079, 0451C080, Tax Map-Parcel #& 0451C081 Total Acres: 4.5 Acres to be Rezoned: 4.5

Lot Characteristics:

WATER

X Private Well

Public Water System

SEWER

X Private Septic System

Public Sewer System

If public, name of supplier:

Justification for Rezoning Amendment:

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

North South East West

Rev 05052021
1. Describe the current use of the property you wish to rezone.

Residential Property

________________________________________________________________________

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

No

________________________________________________________________________

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

Residential

________________________________________________________________________

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

Residential

________________________________________________________________________

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

________________________________________________________________________

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

No

________________________________________________________________________

Applicant Signature: [Signature] Date 11-9-21

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

9/27/1968, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 146, page 250.

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

Owner’s signature

Print Name Martha J. Arnold

Owner’s signature

Print Name

Owner’s signature

Print Name

Sworn and subscribed before me this 9th day of November, 2021.

Notary Public, State of Georgia

Notary Stamp

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: Martha J. Arnold

Applicant/Agent Address: 317 Center Dr

City: Rincon State: GA Zip Code: 31326

Phone: (912) 659-8823 Email: heather.arnold@gulfstream.com

Owner's signature

Print Name Martha J. Arnold

Personally appeared before me Martha J. Arnold (Owner print)

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

Sworn and subscribed before me this 9th day of November, 2021.

Notary Public, State of Georgia

Rev 05052021
STATE OF GEORGIA,

EFFINGHAM COUNTY.

THIS INDENTURE, Made the 25th day of September, in the year of our Lord One Thousand Nine Hundred and Sixty-eight, between EDA K. HASSELL of the county of Chatham and state of Georgia of the FIRST PART, and DWIGHT T. ARNOLD and MARTHA J. ARNOLD of the County of and State of Georgia of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the sum of Ten ($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 do es grant, bargain, sell, alien, convey and confirm unto the said party of the SECOND PART, heirs and assigns, all of the following described property, to-wit:

All those tracts or parcels of land situate, lying and being in the 9th G. M. District, Effingham County, Georgia, and known on a map or plat of Goshen Hill Farms Phase II, made by Sewell and Maxwell, Engineers in May, 1959, recorded in Plat Record Book 2, Page 30, in the Office of the Clerk of Superior Court, Effingham County, Georgia, known and designated as Lots Numbers Eighty (80) and Eighty One (81), said lots lying and being adjoining and contiguous and as a whole being bounded on north-east by lot Number Seventy Nine (79) in said Subdivision; on the south-east by lots Numbers Sixty one (61) and Sixty Two (62) Goshen Hill Farms Phase I; on the south-west by Center Drive; and on the north-west by Exley Loop.

Subject however, to the restrictive covenants set forth and prescribed by Eda K. Fassell, in the instrument dated May 11, 1959, and recorded in Deed and Mortgage Book 120 at Page 255, in the office of the Clerk of Superior Court of Effingham, County, Georgia, and made a part hereof by reference as restrictions and covenants running with the land.

Subject also to existing easements.

TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members and appurtenances thereofunto appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, their heirs, executors, administrators and assigns, in FEE-SIMPLE; and the said party of the FIRST PART the said bargained property above described unto the said party of the SECOND PART, their heirs, executors, administrators and assigns, against
Subject however, to the restrictive covenants set forth and contained in Deed and Mortgage Book 120 at Page 255, in the office of the Clerk of Superior Court of Effingham, County, Georgia, and made a part hereof by reference as restrictions and covenants running with the land.

Subject also to existing easements.

TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members and appurtenances thereof appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, their heirs, executors, administrators and assigns, in FEE-SIMPLE; and the said party of the FIRST PART the said bargained property above described unto the said party of the SECOND PART, their heirs, executors, administrators and assigns, against the said party of the FIRST PART, her heirs, executors, administrators and assigns, and against all and every other person or persons, shall and will and do hereby warrant and forever defend by virtue of these presents.

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.

Signed, sealed and delivered in presence of

[Signature]

Notary Public

[Seal]

Eda K. Hassell

[Seal]

Real Estate Transfer Tax

Paid $290

Date 11-16-79

Clerk of Superior Court

[Seal]
WITNESSETH, That the said party of the first part, for and in consideration of the sum of ten (10.00) dollars and other good and valuable considerations and State of
of the county of
of the County of
and State of
of the First Part, and
of the county of
and State of
between
and
in the
State of Georgia,
THIS INDENTURE, Made the
Fifteenth day of September, in the
Year of our Lord One Thousand Nine Hundred and Sixty-Eight
EPIPHANIUS
WARRANTY DEED

IDA K. HASSELL

TO

DWIGHT T. ARNOLD & MARTHA J. ARNOLD

Savannah
December 15, 2021

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
   Martha Arnold c/o Heather Arnold
   Center Drive/Exley Loop Rincon, GA 31326
   Pin: 451C-79, 80, 81
   Total Acres: 4.5 Acres to be rezoned: 4.5

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

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

Sincerely,

[Signature]

Darrell M. O’Neal, MPA
Environmental Health County Manager
Effingham County Health Department
Item XVII. 12.

No Change to 415 Exley Loop

315 Center DR
New Lot 1

Needs Address/Current well

New Lot 2

- Yellow Old Property Lines
- Purposed Changes
Item XVII. 12.
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>DISAPPROVAL</th>
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Of the rezoning request by applicant **Heather Arnold as Agent for Martha J. Arnold** — *(Map # 451 Parcels # 79, 80, 81)* 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 **Heather Arnold as Agent for Martha J. Arnold** – (Map # 451 Parcels # 79, 80, 81) from **AR-1** to **AR-2** zoning.

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

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

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

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

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

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

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EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____ DISAPPROVAL_____

Of the rezoning request by applicant Heather Arnold as Agent for Martha J. Arnold – (Map # 451 Parcels # 79, 80, 81) 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?
Staff Report

Subject: Rezoning (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: December 20, 2021

Item Description: Heather Arnold as Agent for Martha J. Arnold requests to rezone 4.5 acres from AR-1 to AR-2 to allow for allow for a recombination of parcels. Located on Center Drive & Exley Loop.

Map# 451C Parcels# 79, 80, 81

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 4.5 acres from AR-1 to AR-2 to allow for allow for a recombination of parcels, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. The recombined parcel will be 4.45 acres and, therefore, must be AR-2.
- The parcels are in Goshen Hill Farms, which is zoned AR-1. One parcel contains a house; two parcels are undeveloped.
- The applicant wishes to recombine the three parcels, and subdivide into two parcels. The resulting lots will be larger than other lots in the subdivision, but there is no proposed change in use. The lots will be used for residential development.
- Pursuant to Section 6.6 Resubdivision, any change to a previously approved final plat must be approved by the Board of Commissioners. The following criteria must be considered:
  - Is the size of the proposed lots compatible in size with other lots in the subdivision – Yes
  - Is the intended use of the lots as previously subdivided affected by economic or other forces – N/A
  - Will the proposed resubdivision adversely affect the values of other property in the subdivision – No
  - Is the proposed resubdivision compatible with the purposes of the subdivision regulations – Yes

Alternatives
1. Approve request to rezone 4.5 acres from AR-1 to AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-2 zoning district.
   2. The amended subdivision final plat must be approved by the Board of Commissioners, and be recorded before the rezoning can take effect.

2. Deny the request to rezone 4.5 acres from AR-1 to AR-2

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Rezoning application
              2. Ownership certificate
              3. Deed
              4. Aerial photograph
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022

Item Description: Heather Arnold as Agent for Martha J. Arnold requests to rezone 4.5 acres from AR-1 to AR-2 to allow for a recombination of parcels. Located on Center Drive & Exley Loop.

Map# 45C Parcels# 79, 80, 81

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 4.5 acres from AR-1 to AR-2 to allow for a recombination of parcels, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. The recombined parcel will be 4.45 acres, and, therefore, must be AR-2.
- The parcels are in Goshen Hill Farms, which is zoned AR-1. One parcel contains a house; two parcels are undeveloped.
- The applicant wishes to recombine the three parcels, and subdivide into two parcels. The resulting lots will be larger than other lots in the subdivision, but there is no proposed change in use. The lots will be used for residential development.
- Pursuant to Section 6.6 Resubdivision, any change to a previously approved final plat must be approved by the Board of Commissioners. The following criteria must be considered:
  o Is the size of the proposed lots compatible in size with other lots in the subdivision – Yes
  o Is the intended use of the lots as previously subdivided affected by economic or other forces – N/A
  o Will the proposed resubdivision adversely affect the values of other property in the subdivision – No. Other lots have been combined or subdivided with no adverse impact.
  o Is the proposed resubdivision compatible with the purposes of the subdivision regulations – Yes
- At the December 20 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 4.5 acres from AR-1 to AR-2 to allow for a recombination of parcels, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. The amended subdivision final plat must be approved by the Board of Commissioners, and be recorded before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve request to rezone 4.5 acres from AR-1 to AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-2 zoning district.
   2. The amended subdivision final plat must be approved by the Board of Commissioners, and be recorded before the rezoning can take effect.
2. Deny the request to rezone 4.5 acres from AR-1 to AR-2

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A

Attachments: 1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 451C-79,80, & 81

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 451C-79,80, & 81

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, HEATHER ARNOLD as agent for MARTHA J. ARNOLD has filed an application to rezone four and fifty hundredths (4.5) +/- acres; from AR-1 to AR-2 to allow for the recombination of parcels; map and parcel number 451C-79,80,& 81, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on January 4, 2021 and notice of said hearing having been published in the Effingham County Herald on December 15, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 1, 2021; and

IT IS HEREBY ORDAINED THAT four and fifty hundredths (4.5) +/- acres; map and parcel number 451C-79,80,& 81, located in the 2nd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. The amended subdivision final plat must be approved by the Board of Commissioners, and be recorded before the rezoning can take effect.

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

This _____ day of ________________, 20__

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: __________________________
FIRST/SECOND READING: ____________

___________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Conditional Use (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022
Item Description: Linda Nicole Rodewolt requests a conditional use for a rural business: “Nikki B’s Hair Salon”. Located at 6916 Clyo Kildare Road, zoned AR-1.

Map# 229A Parcel # 17

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a conditional use for a rural business: “Nikki B’s Hair Salon”.

Executive Summary/Background
• The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, Section 3.15B - Rural Business. The Rural Business Conditional use requirements include consideration of:
  o Intent – an independent, small-scale salon is compatible with the surrounding agricultural-residential area.
  o Structure – the business will operate out of an existing structure.
  o Public Road Frontage – the property has frontage on Clyo Kildare Road.
  o Acreage (3 minimum) – the property is 6.6 acres.
• At the December 20 Planning Board meeting, Brad Smith made a motion to approve the request for a conditional use for a rural business: “Nikki B’s Hair Salon”, with the following conditions:
  1. The business operations shall meet the requirements of Section 3.15B Rural Business
  2. The applicant must obtain an Occupational Tax Certificate.
• The motion was seconded by Michael Larson, and carried unanimously.

Alternatives
1. Approve request for a conditional use for a rural business to operate Nikki B’s Hair Salon, with the following conditions:
   1. The business operations shall meet the requirements of Section 3.15B Rural Business
   2. The applicant must obtain an Occupational Tax Certificate.
2. Deny the request for a conditional use for a rural business.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Conditional Use application
2. Deed
3. Aerial photograph
ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: 10/19/21

Applicant/Agent: Linda Nicole Rodewalt

Applicant Email Address: nicoleblaylock@yahoo.com

Phone # 912-536-3962

Applicant Mailing Address: 6910 C140 Kildare Rd.

City: Newington State: GA Zip Code: 30446

Property Owner, if different from above: Daniel Rodewalt

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): drodewalt@yahoo.com

Phone # 912-481-0321

Owner’s Mailing Address: 6910 C140 Kildare Rd

City: Newington State: GA Zip Code: 30446

Property Location: 6916 C140 Kildare Rd.

Present Zoning of Property Rural Tax Map-Parcel # 0229A-017-000

Total Acres 6.6

CONDITIONAL USE REQUESTED:

Section 3.15A – Residential Business
See Section 3.15A for requirements

Section 3.15B – Rural Business
See Section 3.15B for requirements

OTHER (provide relevant section of code):

Reason: Wish to work out of secondary building on property.

How does request meet criteria of Section 7.1.6 (see Attachment C):

Applicant Signature: N. Rodewalt Date 10/19/2021

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

_February 1, 2022_ on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book _02872_ page _0353_

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

Owner’s signature

Print Name_ Daniel Rodewold / Nicole Rodewold_

Owner’s signature

Print Name

Owner’s signature

Print Name

Sworn and subscribed before me this _October_ day of _19_, 2021

[Notary Public Seal of Georgia]

Rev 05052021
SPECIAL WARRANTY DEED

THIS INDENTURE made this 14th day of February, 2012, by and between

BANK OF AMERICA, N.A.

of the County of Ventura, State of California, as party or parties of the first part, hereinafter referred to as

"GRANTOR," and

DANIEL RODEWOLT

as party or parties of the second part, hereinafter referred to as "GRANTEE" (the words "GRANTOR" and "GRANTEE" to include all genders, plural and singular and their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That GRANTOR for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) and other good and valuable consideration in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said GRANTEE, the following described property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Reference: 6910 Clyde Kildare Road, Newington, Georgia 30446

This conveyance is made subject to all easements, covenants and restrictions of record.

The GRANTEE of the above-described property may not resell, record an additional conveyance document or otherwise transfer all title to the above-described property within sixty (60) days following the execution of this instrument by the GRANTOR.

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

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above-described property unto the said GRANTEE against the lawful claims of all persons claiming by, through or under the said GRANTOR.
Quit Claim Deed

This indenture is made this 16 day of December, 2016,

by and between RHONDA B. ROEWOLST (hereinafter "Grantor")

and DANIEL LEE ROEWOLST (hereinafter "Grantee")

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, convey and quitclaim unto the said Grantee forever all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in Cobb County, Georgia, to-wit: IN WITNESS WHEREOF, Grantor has hereunto set a hand and seal the day and year first written above. (Property Description below or attached)

SEE ATTACHED EXHIBIT A

Signed, sealed and delivered in our presence:

RHONDA B. ROEWOLST

Witnesses:

Cynthia Patricia

Notary Public
Nikki B's Hair Salon
Subject: 2\textsuperscript{nd} Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022
Item Description: Linda Nicole Rodewolt requests a \textit{conditional use} for a \textit{rural business}: “Nikki B’s Hair Salon”. Located at 6916 Clyo Kildare Road, zoned AR-1.

Map\# 229A Parcel \# 17

Summary Recommendation
Staff has reviewed the application, and recommends \textit{approval} of the request for a \textit{conditional use} for a \textit{rural business}: “Nikki B’s Hair Salon”.

Executive Summary/Background
- The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, \textbf{Section 3.15B - Rural Business}. The Rural Business Conditional use requirements include consideration of:
  - Intent – an independent, small-scale salon is compatible with the surrounding agricultural-residential area.
  - Structure – the business will operate out of an existing structure.
  - Public Road Frontage – the property has frontage on Clyo Kildare Road.
  - Acreage (3 minimum) – the property is 6.6 acres.
- At the December 20 Planning Board meeting, Brad Smith made a motion to \textit{approve} the request for a \textit{conditional use} for a \textit{rural business}: “Nikki B’s Hair Salon”, with the following conditions:
  1. The business operations shall meet the requirements of Section 3.15B Rural Business
  2. The applicant must obtain an Occupational Tax Certificate.
- The motion was seconded by Michael Larson, and carried unanimously.

Alternatives
1. \textbf{Approve} request for a \textit{conditional use} for a \textit{rural business} to operate Nikki B’s Hair Salon, with the following conditions:
   1. The business operations shall meet the requirements of Section 3.15B Rural Business
   2. The applicant must obtain an Occupational Tax Certificate.
2. \textbf{Deny} the request for a \textit{conditional use} for a \textit{rural business}.

Recommended Alternative: 1 
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments: 1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 299A-17
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 299A-17

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, LINDA NICOLE REDEWOLT has filed an application for a conditional use for a rural business: Nikki B’s Hair Salon; map and parcel number 299A-17, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on January 4, 2021 and notice of said hearing having been published in the Effingham County Herald on December 15, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 1, 2021; and

IT IS HEREBY ORDAINED THAT a conditional use for a rural business: Nikki B’s Hair Salon; map and parcel number 299A-17, located in the 3rd commissioner district, is approved, with the following conditions:

1. The business operations shall meet the requirements of Section 3.15B Rural Business
2. The applicant must obtain an Occupational Tax Certificate.

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

This _____ day of ________________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: __________________________
STEPHANIE JOHNSON
COUNTY CLERK

FIRST/SECOND READING: ______________
Subject: Rezoning (Third District)  
Author: Teresa Concannon, AICP, Planning & Zoning Manager  
Department: Development Services  
Meeting Date: January 4, 2022  

Item Description: Daniel W. Rahn as Agent for Shawn Everett Rahn request to rezone 1 of 15 acres from AR-1 to AR-2, to allow for the creation of a home site. Located at 2627 Old Louisville Road.

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 1 of 15 acres from AR-1 to AR-2, to allow for the creation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide the parcel to separate a home site and, therefore, must rezone 1 acre to AR-2.
- At the December 20 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 1 of 15 acres from AR-1 to AR-2, to allow for the creation of a home site, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by the Health Department and the Zoning Administrator, and be recorded before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve the request to rezone 1 of 15 acres from AR-1 to AR-2, with conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by the Health Department and the Zoning Administrator, and be recorded before the rezoning can take effect.
2. Deny the request to rezone 1 of 15 acres from AR-1 to AR-2, to allow for the creation of a home site.

Recommended Alternative: 1  
Other Alternatives: 2

Department Review: Development Services  
FUNDING: N/A

Attachments:  
1. Rezoning application  
2. Ownership certificate  
3. Deed  
4. Aerial photograph
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 10/20/2021

Applicant/Agent: Daniel W Rahn & Shawn Everett Rahn

Applicant Email Address: serahn 24 d@gmail

Phone #: 912.682.9726

Applicant Mailing Address: 2427 Old Louisville Rd.

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: Same as above

Owner’s Email Address (if known): serahn 24 d@gmail.com

Phone #: 912.682.9726

Owner’s Mailing Address: 2427 Old Louisville Rd.

City: Guyton State: GA Zip Code: 31312

Property Location: SAA

Proposed Road Access: Old Louisville Rd


Tax Map-Parcel #: 251-1A Total Acres: 15 Acres to be Rezoned: 1

Lot Characteristics: Single family residence, pond, trees.

WATER

✓ Private Well

Public Water System

If public, name of supplier:

SEWER

✓ Private Septic System

Public Sewer System

Justification for Rezoning Amendment:

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

North South East West

Rev 05052021
1. Describe the current use of the property you wish to rezone.
   Wooden Area

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.
   Gifting to daughter for Homestead

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   Homestead / Horse Rescue Ranch

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?
   Homestead

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   No

Applicant Signature: [Signature]
Date: 10-19-2021
WARRANTY DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This Indenture made this 12th day of July, 2016, between Laura C. Owens, of the County of Bulloch, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Daniel W. Rahn and Shawn Everett Rahn, 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 15 acres, more or less, that is shown and more particularly described by the plat of survey made by William M. Glisson, R.L.S. 3316, dated June 12, 2016, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet D, Slide D156, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Pearl D. Owens and Laura C. Owens, as Executors of the Last Will and Testament of G.B. Owens, to Laura C. Owens as evidenced by that certain Deed of Assent, reserving a life estate to Pearl D. Owens, dated July 6, 2011, recorded in Deed Book 2025, page 188, aforesaid records.

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

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

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

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

Signed this 12th day of July, 2016

Laura C. Owens

(Seal)

Laura C. Owens

(Seal)
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

7/12/2010, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 23540 page 535.

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

Owner's signature: ____________________________
Print Name: _________________________________

Owner's signature: ____________________________
Print Name: _________________________________

Owner's signature: ____________________________
Print Name: _________________________________

Sworn and subscribed before me this 19th day of October, 2021.

Karen Mitchell
Notary Public, State of Georgia

Rev 0502021
December 14, 2021

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Daniel & Shawn Rahn
Old Louisville Road Guyton, GA 31312
Pin: 251-1A
Total Acres: 15.0 Acres to be rezoned: 1.0

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Flat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval
   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

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

Sincerely,

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
SURVEY OF 15.005 BEING SUBDIVIDED INTO TWO TRACTS LOCATED IN THE 10TH G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA

BASED UPON THE REPRESENTATIONS OF THE ENGINEER/SURVEYOR WHOSE SEAL IS AFFIIXED HERETO AND SUPPLEMENTARY INFORMATION PROVIDED, A REVIEW OF THE PLAN AS REPRESENTED BY THE SAID ENGINEER/SURVEYOR FINDS THAT THIS PLAN COMPILIES WITH THE OGSMS REGULATIONS FOR A TYPICAL RESIDENCE OF 3 OR 4 BEDROOMS WITH BASIC APPEARENCE. EACH LOT MUST BE REVIEWED AND APPROVED FOR ORCHARD STAGE MANAGEMENT SYSTEM PLACEMENT PRIOR TO THE ISSUANCE OF A CONSTRUCTION PERMIT. MODIFICATIONS OR CHANGES IN SITE DESIGNATION MAY VOID THIS APPROVAL.

SIGNING AUTHORITY

TITLE

DATE

APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR

DATE

REFERENCE:

1. DB 2356 PG 535
2. PB 7 PG 279
3. PB D175 PG E2

SURVEYOR CERTIFICATION

AS REQUIRED BY SUBSECTION (5) OF O.G.C.A. SECTION 15-4-47, THIS PLAN HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS. FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATIONS SIGNATURES, STAMPS, OR STATEMENTS HEREIN, SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFORMED TO THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAN AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAN COMPILIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.G.C.A. SECTION 15-4-47

WILLIAM MARK GLISSON - REGISTERED LAND SURVEYOR

STATE OF GEORGIA

377 TUCKER ROAD, CLAXTON, GEORGIA 30417

RINCON: (912) 226 - 5283 CLAXTON: (912) 282 - 7052
WMGLISSONEBLSOUTH.NET

PREPARED BY:

WILLIAM MARK GLISSON  RLS #3316

DATE

200' 0 200' 400'

GRAPHIC SCALE 1" = 200'

STATE OF GEORGIA

3316
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL______ DISAPPROVAL______

Of the rezoning request by applicant Daniel W. Rahn & Shawn Everett Rahn – (Map # 251 Parcel # 1A) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL √ DISAPPROVAL ____

Of the rezoning request by applicant Daniel W. Rahn & Shawn Everett Rahn – (Map # 251 Parcel # 1A) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ______ DISAPPROVAL ______

Of the rezoning request by applicant Daniel W. Rahn & Shawn Everett Rahn – (Map # 251 Parcel # 1A) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

[ ] APPROVAL [ ] DISAPPROVAL

Of the rezoning request by applicant Daniel W. Rahn & Shawn Everett Rahn – (Map # 251 Parcel # 1A) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

Yes ☒ 8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – December 20, 2021

[Signature]

Dated: 12/20/2021
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022

Item Description: Daniel W. Rahn as Agent for Shawn Everett Rahn request to rezone 1 of 15 acres from AR-1 to AR-2, to allow for the creation of a home site. Located at 2627 Old Louisville Road.

Map# 251 Parcel# 1A

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 1 of 15 acres from AR-1 to AR-2, to allow for the creation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide the parcel to separate a home site and, therefore, must rezone 1 acre to AR-2.
- At the December 20 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 1 of 15 acres from AR-1 to AR-2, to allow for the creation of a home site, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by the Health Department and the Zoning Administrator, and be recorded before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve the request to rezone 1 of 15 acres from AR-1 to AR-2, with conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by the Health Department and the Zoning Administrator, and be recorded before the rezoning can take effect.
2. Deny the request to rezone 1 of 15 acres from AR-1 to AR-2, to allow for the creation of a home site.

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. 251-1A
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 251-1A

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, DANIEL W. RAHN & SHAWN EVERETT RAHN have filed an application to rezone one and zero hundredths (1.0) +/- acres; from AR-1 to AR-2 to allow for the creation of a home site; map and parcel number 251-1A, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on January 4, 2021 and notice of said hearing having been published in the Effingham County Herald on December 15, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 1, 2021; and

IT IS HEREBY ORDAINED THAT one and zero hundredths (1.0) +/- acres; map and parcel number 251-1A, located in the 3rd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Minor subdivision plat must be approved by the Health Department and the Zoning Administrator, and be recorded before the rezoning can take effect.

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

This _____ day of __________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY 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: January 4, 2022

Item Description: Verizon Wireless as Agent for Robert Wayne Edwards Jr. requests a variance to reduce the required distance of a telecommunications tower from a residence. Located at 2441 Corinth Church Road, zoned AR-1.

Map# 336 Parcel # 4

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance to reduce the required distance of telecommunications tower from a residence.

Executive Summary/Background
- Section 14-133(3) Telecommunications Regulations permits lattice towers in AR-1 as a conditional use.
- 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 applicant wishes to locate the tower in an area where coverage is inadequate. Wetlands limit the options for locating the tower to the chosen parcel. The proposed tower site is located as far from residences and wetlands as possible.
- The proposed tower site is at least 850’ from the nearest residence. In neighboring jurisdictions, the setback requirements range from height of tower (255’) to 500’ or three times the height of the tower, whichever is greater (785’). Effingham County requires a 1000’ setback from the nearest residence.
- At the December 20 Planning Board meeting, Brad Smith made a motion to approve the request for a variance to reduce the required distance of telecommunications tower from a residence from 1,000’ to 850’.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve request for a variance to reduce the required distance of telecommunications tower from a residence from 1,000’ to 850’.
2. Deny the request for a variance to reduce the required distance of telecommunications tower from a residence from 1,000’ to 850’.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments: 1. Variance application
2. Deed
3. Aerial photograph
ATTACHMENT A - VARIANCE APPLICATION

Application Date: ______________________

Applicant/Agent: Greg Spence, on behalf of Verizon Wireless

Applicant Email Address: gspence@fortifiedtelecom.com

Phone #: 404-655-6454

Applicant Mailing Address: 86 Bull River Bluff Dr

City: Savannah State: GA Zip Code: 31410

Property Owner, if different from above: Robert Wayne Edwards, Jr

Owner’s Email Address (if known): rwedwardsjr@gmail.com

Phone #: 404-996-9125

Owner’s Mailing Address: 2985 Pine St

City: Duluth State: GA Zip Code: 30096

Property Location: 2441 Corinth Church Rd, Clyo 31303

Name of Development/Subdivision: ____________________________

Present Zoning of Property AR-1 Tax Map-Parcel # 03360004 Total Acres 23.76

VARIANCE REQUESTED (provide relevant section of code): 14-134, B, 2

Describe why variance is needed: Lattice tower is less than 1,000 ft from nearest residence. Owner’s residence is nearest at 852 ft and next closest is 950 ft. There are ponds located on north end of parcel and the proposed lattice tower cannot be moved further north. If moved east it will also encroach on setback requirement.

How does request meet criteria of Section 7.1.8 (see Attachment C): Although the parcel is over 23 acres it is unable to support the 1,000 ft setback to residences due to its shalowness and prevalent wetlands. Due to the physical characteristics of the lot, it is unable to conform to the ordinance.

Applicant Signature: ____________________________ Date ____________________________

Rev 05052021
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 Oct, 10 2000, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 664, page 367.

__________________________
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: Greg Spence, on behalf of Verizon Wireless

Address: 86 Full River Bluff Drive, Savannah, GA 31410

Telephone #: 404-655-6454 email: gspence@fortifiedtelecom.com

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

Notary: ____________________________

Date: 10/8/2021

[Stamp: ELIZA K. LONE, NOTARY PUBLIC, May 23, 2023]
WINNERTDLDK

STATE OF Georgia - Effingham COUNTY

THE DEED TRANSFERRED, Made this 26th day of September, in the year 18-- of the two thousand ___ , between

Beverly June Barberly

of Effingham County, State of Georgia, as party or purchaser of the first part,

Witnessed: Marcia Vickery

of Effingham County, State of Georgia, as party or purchaser of the second part,

of the County of Effingham, and State of Georgia, as party or purchaser of the second part,

as parties to the within instrument of Deed, for and in consideration of the sum of Ten Dollars and no/100 ($10.00) and other good and valuable considerations, to-wit:

WITNESSETH that transfer, for and in consideration of the sum of Ten Dollars and no/100 ($10.00) and other good and valuable considerations, to-wit:

Said.transfer is made, and is acknowledged, acknowledged, has been executed, sealed, signed and delivered, and by these presents does grant, convey, and confirm unto the said Grantee, all the following described property, to-wit:

Said property is the same as attached hereto and by this reference made a part hereof.

SUBJECT TO covenants, restrictions and easements of record.

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

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

IN WITNESS WHEREOF, the Grantee has signed and sealed this deed, the day and year above written.

Hand, signed and delivered in the presence of:

Beverly June Barberly

[Signature]

[Signature]
Schedule A

All that certain lot, tract or parcel of land situate, lying and being in the 12th U.R. District, Effingham County, Georgia, containing 20 acres, more or less, as shown on that certain map or plat made by L.S. Ackerman, Jr., County Surveyor, dated February 1931, recorded in Surveyor's Record Book "A", page 119, in the records of the Clerk of Superior Court for 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 Mrs. Helen L. Armstrong to James A. Edwards, dated August 11, 1964, recorded in Deed Book 115, page 36, aforesaid records.


File No. 0443-90
November 12, 2021

Ms. Teresa Concannon, AICP
Planning and Zoning Manager
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31322

RE: Application for Conditional Use Permit with Variance
Proposed Tower Location: 2441 Corinth Church Rd, Clyo, GA 31303
(Tower) Parcel ID: 03360004 (Zoned AR-1/ 23.76 acres)

Ms. Concannon,

Enclosed please find Verizon Wireless’ application for a Conditional Use Permit along with supporting documentation for the construction of a wireless telecommunication facility on Parcel 03360004, located at 2441 Corinth Church Rd, Clyo, 31303, Effingham County, Georgia. The property is owned by Robert Edwards, Jr. The application also requires a setback variance per Section 14-134(b)(2). Setback is less than 1,000 feet to a residence. The nearest offsite residence is ~950 feet. This wireless telecommunication facility is designed to provide Verizon Wireless and other future users an antenna support structure for their Personal Communications Services (PCS). This proposed site will address a large area of weak signal strength or a “hole” in Verizon’s network coverage. The wireless telecommunication facility will provide an antenna platform for additional PCS providers and would potentially eliminate the need for other carriers to construct their own antenna towers in the area.

In addition to traditional wireless telephone services, other services include wireless internet connections and wireless data transmission. The Verizon Wireless facility will also provide support for emergency services by providing wireless communications to paramedics, firefighters, and law enforcement agencies. These services have become established and accepted as an integral part of the nation’s communications infrastructure as these services promote public health, safety, comfort, and general welfare.

Verizon Wireless determined the location for this specific site based on thorough computerized studies. Like traditional cellular phone systems, PCS operates on a “grid” system, whereby overlapping “cells” mesh to form a seamless wireless network. The technical criteria for establishing cell sites are very exacting as to both the height and location of the Communication Facility. Based on a computerized engineering study which considers, among other things, local population density, traffic patterns and topography, Verizon’s RF (radio frequency) engineers have identified the necessary location for this
additional PCS site to serve the residents of Effingham County, Georgia. The Verizon Wireless coverage objective is to improve coverage in the area of approximately two to four miles in radius.

Verizon Wireless representatives first sought out collocation opportunities on existing towers. There were no towers within our search area. Verizon Wireless representatives then looked outside the search area to see if any towers were in the area available for collocation that would meet Verizon RF Coverage needs. No towers or structures were available for collocation that would meet Verizon's coverage objective; therefore a new wireless telecommunication facility is needed.

The proposed facility will include a 70'x70' fenced compound area within a 100'x100' leased area, via access off Corinth Church Road. The wireless telecommunication tower will be a two hundred and fifty-five-foot (255') lattice tower, with a ten-foot (10') lightning rod at its top, for a total height of two hundred and sixty-five-feet (265'). Per the County ordinance, the tower will be designed for at least three (3) additional tenants.

Verizon Wireless desires to provide Effingham County, Georgia with dependable wireless service. It is essential that Verizon Wireless be allowed to develop their network in such a way that enables them to provide adequate coverage to their existing and future customers in the area. Verizon Wireless has a Radio Frequency License from the FCC for the State of Georgia. The FCC requires its licensees to provide adequate and reliable service in the licensed area as specified in Title 47 Part 24.103 of the Code of Federal Regulations. In order to fulfill this requirement for their FCC license, Verizon needs to provide continuous, uninterrupted wireless communication service in the Effingham County, Georgia area. Without this proposed site, Verizon Wireless will suffer several hardships: 1.) disruption of the network design; 2.) compromising the needed coverage; 3.) Verizon’s inability to provide adequate coverage to the public. The proposed site will allow Verizon to provide the quality of service required by the FCC and demanded by the public.

The proposed facility will be designed and constructed to meet all applicable governmental, health and industrial safety standards. Specifically, Verizon Wireless will comply with all FCC and FAA rules governing construction requirements, technical standards, lighting, interference protection, power, height limitations and radio frequency standards.

As stated above, Verizon Wireless is requesting a Variance from the development standards (Section 14-134(b)(2)), and a Conditional Use approval associated with the remaining standards of the same Section 14-134 of the Effingham County Ordinance.

In support of the proposed telecommunication facility, you will find the following items:

    Exhibit 1.   Deed.
Exhibit 2. Fall Zone letter from tower manufacturer, with Breakpoint Technology
Exhibit 3. Construction Drawings containing a site plan to scale, specifying the proposed location and dimensions of tower, access, parking, fences, landscape plans, existing and adjacent land uses.
Exhibit 4. FAA Air-Space Study showing Determination of No Hazard.
Exhibit 5. FCC Antenna Structure Registration.
Exhibit 6. RF Engineering Support Letter.
Exhibit 7. RF Propagation/Coverage Maps, with Inventory of existing sites.
Exhibit 8. Adjacent property owner Parcel Id’s and addresses.

Pursuant to the Effingham County Ordinance, Verizon Wireless has made application for a Conditional Use Permit associated with Section 14-134. This will allow Verizon Wireless to erect and maintain its proposed telecommunications facility at a height of 265’ (with appurtenance) above ground level. Verizon Wireless respectfully asks that a Conditional Use Permit be given to this application. We look forward to working again with Effingham County to bring the benefits of wireless phone and data services to your community and its residents.

Respectfully submitted,

Greg Spence
Fortified Telecom Services, Inc.
Representative for Verizon Wireless
GSpence@FortifiedTelecom.com // 404-655-6454
Verizon Wireless will adhere to the following criteria:

Sec. 14-133. - Permitted uses.

a. Telecommunications facilities are permitted only within the following zoning districts:

1. The attachment of antennae and related equipment to an existing tower or alternative tower structure shall be permitted in all zoning districts; provided, however, that the existing freestanding nonresidential structure other than a tower on which such antenna will be placed is 50 feet in height or greater and the antenna will add no more than 20 feet to the height of said existing structure.

2. Monopole towers shall be permitted as a matter of right within Highway Commercial (B-3) and Industrial (I-1) districts, and as a conditional use in the General Commercial (B-2), Agricultural Residential (AR-1), and Agricultural Residential (AR-2) zoning districts.

3. Guyed and lattice towers and tower farms shall be permitted as a matter of right within the Highway Commercial (B-3) and Industrial (I-1) zoning districts, and as a conditional use in the General Commercial (B-2), Agricultural Residential (AR-1), and Agricultural Residential (AR-2) zoning districts.

4. Monopole towers may be permitted in planned unit development districts, subject to a finding by the planning board and the board of commissioners that such use is compatible with the approved development plan.

b. Conditional Uses. The standards and procedures for granting and denying a conditional use request in article VII of the county zoning ordinance shall be applicable to this article. In addition to the standards prescribed in said article VII, the following provisions shall govern a conditional use decision:

1. If the tower or antenna is not a permitted use under subsection (a) above, then a conditional use shall be required for the construction of a tower or the placement of an antenna in specified zoning districts.

2. In granting a conditional use the board of commissioners may impose conditions to the extent the board of commissioners concludes such conditions are necessary to minimize any adverse effect of the proposed tower on adjoining properties.

3. Information required. Each applicant requesting a conditional use under this article shall submit a scaled site plan and other supporting drawings,
calculations, and other documentation, signed and sealed by appropriate licensed professionals, showing information concerning topography, radio frequency coverage, tower height requirements, setbacks, drives, fencing, landscaping, adjacent uses, and other information deemed necessary by the board of commissioners.

4. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical, shall be certified by a licensed professional engineer.

c. Prohibitions. No new tower shall be permitted unless the applicant adequately demonstrates that neither an existing tower suitable for colocation nor a suitable alternative tower structure is available within the geographic area required to meet the applicant's engineering requirements. See attached Exhibit 7, RF Propagation Summary and Exhibit 6, RF support letter. In addition, a search of the FCC's antenna structure registration website revealed no existing structures within 2 miles.

Sec. 14-134. - Development standards.

a. Structural Design. New Communication towers and increasing size or height to existing towers shall be constructed in accordance with all applicable Building Codes and shall meet or exceed current standards and regulations of all applicable Federal, State and Local authorities.

1. Maintenance. To ensure the structural integrity of communication towers, the owner of a communication tower shall be in compliance with all applicable local, state and federal maintenance standards for communication towers.

b. Setbacks and separations. Telecommunications facilities shall comply with the following standards. However, existing alternative tower structures which are conforming uses within the zoning district in which they are located are exempted from the minimum setback and separation requirements of this section.

1. Communication tower setbacks must be located at a minimum horizontal distance of 1.2 times the length of the complete tower including the highest antenna, measured from the bottom of the tower to the very top of the highest antenna to an existing structure or property line, or in case of a break-away monopole tower, the setback distance shall be 1.2 times the length of the break-away portion of the monopole type tower. Towers placed inside a Subdivision, within 750' feet of residence, shall only be a Monopole type tower or a
Camouflaged Monopole type tower, to blend in with a building or similar or "Monopole Treetower" that will blend in with the trees in a forested area. Exhibit 2, Break point of 200ft equals a setback of 240ft, closest property line is 255ft.

2. Guyed and latticed towers shall be a minimum distance of 1,000 feet from any residential structure or public use, excluding street rights-of-way and public access easements. Requesting Variance approval, closest residence, not owned by parcel owner, is ~950 feet.

3. Guy wires with support anchors are required to meet all setback requirements. Support anchors for guy wires must be protected with a concrete abutment, 2' x 2' and at a height of two (2) feet above the finish grade and depth of 2 feet below the ground surface or similar approved by the County Engineer.

4. Except as otherwise specified in this article, all telecommunications towers and accessory structures and uses shall comply with development setbacks as required by the zoning district in which the tower is to be located.

5. Telecommunications towers shall not be permitted within a 1,000-foot radius of another telecommunications tower except within tower farms. No other towers are within 2 miles.

6. Telecommunications towers shall be set back not less than 100 feet from any property line adjacent to a right-of-way or approved access easement. Tower is more than 250 feet from any property line or right-of-way.

7. Building height limitations in the zoning districts in which a telecommunications facility or alternative tower structure is located shall not apply to such facilities and structures; provided, however, sound engineering evidence must demonstrate that proposed tower height is the minimum necessary to achieve parity. See Exhibits 6 and 7, RF support letter and RF propagation documents.

c. Regulatory compliance

1. All towers and antennae must meet or exceed current standards and regulations as set forth by the FAA, the FCC and any other agency of the state or federal government with the authority to regulate communication towers and antennae. If said standards and regulations are modified then the owners of the communication towers and antennae governed by this article shall bring such communications towers and antennae into compliance with such revised
standards and regulations within six months of the effective date of such standards and regulations, unless a more stringent compliance schedule is mandated by the controlling federal or state agency. FCC Antenna Site registration and FAA finding of no hazard are supplied as Exhibits 4 and 5.

2. Tower owners shall provide documentation showing that each communication tower is in compliance with all federal and state requirements. Evidence of compliance must be submitted every 12 months.

d. Security. A chain link fence or wall not less than eight (8) feet in height, from finished grade equipped with an appropriate anti-climbing device shall be provided around each communication tower, or the communication center. Access to the tower(s) shall be through a locked gate. Damaged fencing must be repaired or replaced within 30 days from when the damage occurred. Exhibit 3, page C-7.

e. Lighting. No illumination is permitted on an antenna or tower unless required by the FCC, FAA, or other state or federal agency of competent jurisdiction in which case the administrator may review the available lighting alternatives and approve the design that would cause the least disturbance. Exhibit 5 details FAA lighting directives.

f. Signs and Advertising. Neither the tower nor the tower site shall be used for advertising purposes nor contain any signs for the purpose of advertising. A small sign may be placed on the entrance gate not to exceed four (4) square feet in total area. All signage must be in accordance with Effingham County Ordinances. Signage is detailed in Exhibit 3, page C11.

g. Visual impact.

1. Communication towers shall follow FAA painting requirements or FAA published standards for finish color. Applicant will comply with standards.

2. Towers shall be the minimum height necessary to provide parity with existing similar tower supported antenna, and shall be freestanding where the negative visual effects are less than would be created by use of a guyed tower. See Exhibit 6, RF Support letter and tower is a Lattice type.

h. Landscaping. Landscaping shall be used to screen the view of the tower compound from adjacent public ways, public property, and residential property and shall consist of the following:

1. A landscaped buffer area a minimum of ten feet in width shall be maintained around the exterior of the security fencing.
2. The buffer area is to consist of materials of the evergreen variety which can be expected to grow to form a continuous hedge of at least five feet in height within two years of planting.

3. Native vegetation on the site shall be preserved to the greatest practical extent. The applicant shall provide a site plan showing existing significant vegetation to be removed, and vegetation to be replanted to replace that which was lost.

4. Trees and shrubs in the vicinity of the guy wires shall be of a kind that would not exceed 20 feet in height or would not affect the stability of the guys, should they be upright, and shall not obscure visibility of the anchor from the transmission building or security facilities and staff/maintenance.

5. In lieu of these standards, the administrator may allow use of an alternate detailed plan for landscape and screening, however, such plans must be prepared by a registered landscape architect and satisfy the requirements of this subsection, except cases in which lesser requirements are desirable for adequate visibility for security purposes and/or for continued operation of existing bona fide agricultural or forest uses such as farms, nurseries, and tree farms. In certain locations where the visual impact of the tower would be minimal, such as remote agricultural or rural locations or developed heavy industrial areas, the landscaping requirements may be reduced or waived by the administrator.

Exhibit 3, page L1 depicts landscaping of tower compound. Applicant is requesting Board consider utilization of existing screening on parcel.

i. Principal, accessory, and joint uses.

1. Accessory structures used in direct support of a tower shall be allowed but not used for offices, vehicle storage, or other outdoor usage. Mobile or immobile equipment not used in direct support of a tower facility shall not be stored or parked on the tower site, unless repairs to the tower and/or related equipment are being made. Applicant acknowledges.

2. Towers may be located on sites containing another principle use in the same buildable area. As long as all of the other siting, setback, separation, and general requirements of this article are met, towers may occupy a parcel meeting the minimum lot size requirements for the zoning district in which it is located. The minimum distance between a tower and other principal use located on the same lot shall be for a monopole or lattice tower the greater of 20 percent
of the tower height or 25 feet and for a guy tower the greater of 100 percent breakpoint or 25 feet. If applicant's engineer certifies a fall zone or separation greater than listed above, the engineer's specification governs. The aforementioned separation requirements are required to assure compatibility of land uses and to provide for the health, safety, and welfare of individuals and structures occupying the same site. **No other land use currently exists.**

3. Joint use of a site is prohibited when a proposed or existing principal use includes the storage, distribution, or sale of volatile, flammable, explosive, or hazardous materials, including but not limited to propane, gasoline, natural gas, and dangerous chemicals. **No other land use currently exists.**

j. **Historic sites.** Telecommunications facilities shall not be attached to the facade or parapet of any architecturally or historically significant building or structure located in a recognized historical area. Antennae shall be permitted only on rooftops of buildings and structures a minimum of 50 feet in height, provided that such attachments shall not be visible from adjacent pedestrian walkways or streets, do not adversely impact the structural integrity or significance of the building or structure, and so long as the addition of said antenna adds no more than 20 feet to the height of the structure. **N/A.**

k. **Adherence to FAA regulations.** The passage of the ordinance from which this article derives requires adherence to Part 77 of the Federal Aviation Regulations and that all placement of towers and antennae must be approved by the FAA before a building permit or placement is allowed. This approval is generally granted by the completion of form "FAA Form 7460-1 Notice of Proposed Construction or Alteration" or its equivalent. **See exhibit 3, FAA Determination of no hazard.**

Sec. 14-135. - Shared use/colocation.

New telecommunications tower sites shall be developed with the capacity to provide shared use or colocation among two or more providers. New telecommunications towers designed for multiple providers shall be encouraged.

1. Applicants for new telecommunications tower construction shall document specific intent to permit the shared use/colocation of such facilities with the apparatus/equipment of other commercial wireless telecommunications providers. All applicants shall identify how the applicant will make available such shared use/colocation of the tower and site, including the identification of space suitable for additional
equipment. Applicant is constructing a tower that will support 3 more providers

2. Applicants for telecommunications towers in locations where there is not technically available space for colocation or shared use shall demonstrate in writing to the development services department that no existing tower or alternative tower structure can accommodate the proposed antenna. Evidence submitted to demonstrate that no existing tower or alternative tower structure can accommodate the proposed antenna shall consist of any of the following documentation:

   a. No existing telecommunications facilities or alternative tower structures are located within the geographic area necessary to meet the applicant’s engineering requirements. **No existing tower within 2 miles of search ring.**

   b. Existing telecommunications facilities or alternative tower structures have insufficient height and cannot be modified to accommodate the applicant’s engineering requirements.

   c. Existing telecommunications facilities or alternative tower structures do not possess sufficient structural integrity or strength and cannot be modified in such a manner that would support the proposed antenna and related equipment.

   d. The proposed antenna would cause interference with the antennae on the existing tower or alternative tower structure, or the antennae on the existing tower or alternative tower structure would cause interference with the applicant’s proposed antenna.

3. Applicants for telecommunications towers in locations where there is not financially feasible available space for shared use/colocation shall demonstrate in writing to the development services department that the fees, costs, or contractual provisions required by the owner in order to share an existing tower or alternative tower structure or to adapt an existing tower or alternative tower structure for shared use/colocation exceed 60 percent of the cost of construction of a new telecommunications tower.

4. Alternative tower structure (accessory use). The construction of a tower as an accessory use to a principal use (alternative tower
structure) in a zoning district not permitting wireless telecommunications towers shall comply with the following:

a. Written documentation shall be provided explaining the need for such tower, how the proposed tower relates to the primary purpose and function of the principal use and identifying the location of the alternative tower structure's antenna on the proposed tower.

b. The accessory tower shall be maintained for the needs of the alternative tower structure. An accessory tower use shall not be exclusively used for the leasing of space to commercial interests.

c. The principal use (alternative tower structure) and the accessory tower shall be under the same ownership.

d. The construction of accessory towers for leasing to commercial interests shall be prohibited on properties where the alternative tower structure is scheduled to be closed or changed into a use that would not permit antenna placement.

e. Such accessory towers shall be monopoles not exceeding height recommendations stated in the applicant's engineering requirements.

Sec. 14-137. - Application procedures.

Application for a building permit for any communication tower or use of an alternative tower structure shall be made to the administrator. An application will not be considered unless it contains the following:

1. An inventory of the applicant's existing towers that are either within the jurisdiction of the governing authority or within one mile of the border thereof, including detailed information as to the location, height, and design of each tower.

2. A Site plan or plans to scale specifying the proposed location and dimensions of tower(s), size of accessory buildings or uses, access, easements, fences, existing structures within two hundred and fifty (250') feet of the proposed site on the property on which the tower will be located including the access drive and the intersection with the public street or county road system, landscaping plans, existing and adjacent land uses, and a utilities inventory indicating the location of all drainage, power lines and other items impacting the proposed tower site.
3. An inventory of public and private airstrips and farmland, including tower site
distance from such properties and facilities.

4. A report from a professional structural engineer licensed in the state,
documenting the following:
   a. Tower height and design, including technical, engineering, economic, and
      other pertinent factors governing selection of the proposed design.
   b. Total anticipated structural capacity of the tower, including number and
      types of antennas which can be accommodated.
   c. Evidence of the structural integrity of the tower.
   d. Failure characteristics of the tower and demonstration that site, setbacks,
      and separation distances are of adequate size and distance. Exhibit 2,
      Fall zone letter from manufacturer.

5. Written statements from the FAA, FCC, and any appropriate state review
   authority stating that the proposed tower complies with regulations by that
   agency or that the tower is exempt from those regulations. Exhibit 4 and 5.

6. Evidence of the lack of space on all suitable existing towers to locate the
   proposed antenna and of the lack of space on existing tower sites to
   construct a tower for the proposed antenna. No existing structures.

7. A list of all adjacent property owners and mailing addresses when variances
   are required or requested for new tower construction. Exhibit 8.

8. Any other information may be requested by the administrator to accurately
   evaluate and review the application and the potential impact of a proposed
   tower and/or antenna.

Sec. 14-138. - Variances.

a. The planning board may recommend that the board of commissioners grant
   a variance from the requirements of this article upon a finding that such
   variance would:

   1. Be necessary because of the location of existing land uses or other
      features on or adjacent to the telecommunications facility location
      site. A variance is required due to proximity to residences.

   2. Be necessary due to geography, topography, or other unusual
      conditions. Prevalence of wetlands.
3. Be consistent with the character of the area.
4. Have a minimal visual impact on adjacent properties.
5. Not be contrary to the purposes and intent of these regulations.
6. Not be detrimental to existing or proposed land uses.
7. Serve public purposes to a degree equal to or greater than the standards replaced.
8. Accommodate shared use or colocation of telecommunications facilities. Tower will be built to support multiple telecommunications providers.

b. Variance. The standards and procedures for granting and denying a variance request in article VII of the Effingham County zoning ordinance shall be applicable to this article.

Sec. 14-139. - Removal of antennae and towers.

a. Any telecommunications facility found not to be in compliance with these regulations or found to constitute a danger to persons or property, shall, upon notice, be brought into compliance or removed within 90 days. Any tower or antenna that is not in use for 12 consecutive months shall be considered abandoned and the owner of such tower or antenna shall remove the same within 90 days of receipt of notice from the administrator. Owners of telecommunications towers shall provide the administrator with a copy of any notice to the FCC concerning the intent to cease operations. The copy shall be given to the administrator at the same time that such notice is submitted to the FCC.

b. If the owner of an abandoned tower or antenna wishes to use such abandoned tower or antenna, the owner first must apply for and receive all applicable permits and meet all conditions of this article as if such tower were a new tower or antenna.

Sec. 14-140. - Pre-existing towers/nonconforming uses.

a. All communication towers legally existing at the effective date of this ordinance shall be considered legal non-conforming uses and will be allowed to continue their usage as they presently exist; provided however, any structural modifications (adding to the height of an existing tower of more than fifty (50)
feet), shall comply with the requirements of this Ordinance and other applicable County Ordinances.

b. A communication tower that has received county approval in the form of a building permit or conditional use exception, but has not yet been constructed or placed in operation, shall be considered an existing tower so long as such approval is current and not expired.

Sec. 14-141. - Enforcement.

a. Provisions of article declared to be minimum requirements. In their interpretation and application, the provisions of this article shall be held to be the minimum requirements adopted for the promotion of public health, safety, and general welfare.

b. Penalties for violation:

1. Any person or entity that violates any provision of this article or fails to comply with the requirements thereof shall, upon conviction, be fined not more than $1,000.00 or imprisoned in the county jail for not more than 60 days, or both, and in addition pay the cost of such action. Each day such violation continues shall be considered a separate offense. The owner, lessor or lessee, and any person who commits or participates in, assists in, or maintains any such violation may each be found guilty of a separate offense and suffer the penalties herein provided.

2. If any structure is or is proposed to be erected, constructed, reconstructed, altered, converted, or maintained, or any structure or lot is proposed to be used in violation of this article, the board of commissioners, planning board, county manager, county attorney, building official, zoning administrator, or other authorized county officer or employee, may institute an action seeking a restraining order, temporary or permanent injunction, mandamus, or other appropriate action.

Sec. 14-142. - Public safety telecommunications.

a. Towers erected by a governmental entity for police, fire, EMS, 911, or other similar public safety telecommunications shall be exempt from the requirements of this article.

b. Commercial telecommunications providers shall give priority to and make reasonable efforts to accommodate requests by governmental entities for tower
space needed for public safety telecommunications. If such a request is denied, the commercial telecommunications provider shall reasonably demonstrate why it is not feasible to grant the request.

Sec. 14-143. - Liability.

This article is remedial in nature and shall be construed to secure such beneficial interests and purposes thereof, which are public safety, health, and general welfare. This article shall not be construed as imposing upon the board of commissioners or any of its employees or agents any liability or responsibility for damages to any person or property in any way caused by or connected with a tower, antenna, or telecommunications facility governed by this article. Nor shall the governing authority or any of its employees or agents be held as assuming any such liability or responsibility by reason of inspections conducted or permits granted, denied, or approved.

Sec. 14-144. - Miscellaneous.

a. Exemptions. Antennae or towers located on property owned, leased, or otherwise controlled by the board of commissioners shall be exempt from the requirements of this ordinance, provided a license or lease authorizing such antenna or tower has been approved by the board of commissioners.

b. Severability. If any section, subsection, sentence, clause, phrase, or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

c. Repeal of laws in conflict. This article supersedes all ordinances or parts of ordinances adopted prior hereto which are in conflict herewith, to the extent of such conflict.

d. Effective date. This article shall take effect immediately upon adoption.
September 14, 2021

Mr. Greg Spence  
Fortified Telecom Services, Inc.  
86 Bull River Bluff Drive  
Savannah, GA 31410

RE: 255' Self-Supporting Tower for Cowpen, GA

Dear Mr. Spence,

Upon receipt of order, we propose to design and supply the above referenced tower for a Basic Wind Speed of 127 mph with no ice and 30 mph with 0.5" ice, Risk Category II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, “Structural Standard for Antenna Supporting Structures and Antennas”. The tower will be designed to support four (4) carriers with twelve (12) 8' panel antennas per carrier.

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the tower will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load).

Therefore, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section. Assuming that the wind pressure profile is similar to that used to design the tower, the tower is most likely to buckle at the location of the highest combined stress ratio in the upper portion of the tower. This would result in the portion of the tower above the failure location “folding over” onto the portion of the tower below the failure location. This would effectively result in a fall radius less than or equal to 200’ from the tower center. **Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Towers & Poles.**

Sincerely,

Amy R. Herbst, P.E., S.E.  
Senior Design Engineer

[Signature]

9/4/21
EROSION CONTROL NOTES:
1. Erosion controls shall be installed prior to construction and shall be adequate to maintain sediment on site.
2. All excavated soil not needed on site for backfill operations shall become property of the contractor and shall be taken off site or legally disposed of.
3. Erosion control measures must be in place of a fence, tarp, or other fence-like material along the entire circumference of the site.
4. Provide erosion controls as necessary to prevent existing soils from draining off site or into existing drainage structures.
5. Erection of erosion controls shall be in accordance with state and local erosion control regulations.

SEEDING SCHEDULE FOR WINTER / SPRING CONSTRUCTION ACTIVITIES

SEEDING MIXTURE

Species | Rate (oz/acre)
--------|-----------------
Festuca glauca | 120
Phleum pratense | 100
Koeleria paniculata | 50
Dried annual weeds when duration of temporary cover is not to extend beyond June.

SEEDING DATES

Month/Date: Above 2500 ft: Feb 15 - May 15
Below 2500 ft: Apr 1 - May 31

SEED SOIL AMENDMENTS

Fertilizer recommendations for soil testing or apply 2,000 lbs/acre ground agricultural lime and 750 lbs/acre 10-10-10 fertilizer.

MULCH

Apply 4,000 lbs/acre straw, 6" of mulch, or a similar anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

MAINTENANCE

Refurbish if growth is not fully complete. Mow, weed, and topdress immediately following erosion or other damage.

SEEDING SCHEDULE FOR SUMMER CONSTRUCTION ACTIVITIES

SEEDING MIXTURE

Species | Rate (oz/acre)
--------|-----------------
Agrostis stolonifera | 120
Cenchrus ciliaris | 100
Koeleria paniculata | 50
Dried annual weeds when duration of temporary cover is not to extend beyond June.

SEEDING DATES

Month/Date: Above 2500 ft: Apr 1 - July 1
Below 2500 ft: Apr 15 - July 31

SOIL AMENDMENTS

Fertilizer recommendations for soil testing or apply 2,000 lbs/acre ground agricultural lime and 750 lbs/acre 10-10-10 fertilizer.

MULCH

Use 6" of mulch, hay mulch, or other effective soil cover material to cover the bottom of channels and slopes. The mulch shall extend above the highest calculated depth of flow. On channel sides, maintain at least 0.5" of mulch, but not exceeding 6" of mulch, and be secured by keeping mulch over the top.

MAINTENANCE

A minimum of 3 weeks is required for establishment. Inspect and report mulch frequently. Refertilize the following Apr. with 50 lbs/acre nitrogen.

WEATHERPROOF SIGN (AS SHOWN ABOVE). SEE NOTES BELOW FOR CONSTRUCTION AND SPACING DATA.

NOTES

INSTALL TREE PROTECTION FENCE AND SIGNAGE PRIOR TO CALLING FOR SITE INSPECTION. MAINTAIN TREE PROTECTION FENCE THROUGHOUT DURATION OF PROJECT. ADDITIONAL SIGNS MAY BE REQUIRED BASED ON ACTUAL FIELD CONDITIONS.

2 TREE PROTECTION FENCE

C9 NOT TO SCALE
SURVEYOR'S NOTES:
1. This Specific Purpose Survey is exclusively for the transfer of the proposed Lease Premises and/or Rights of Easements shown hereon, and shall not be used as an exhibit or evidence in the fee simple transfer of any property. Boundary information shown hereon has been compiled from Tax Maps, Plans, and/or Deed descriptions only. No Boundary Survey of the Parent or Adjoining Tax Parcels was performed. This drawing does not represent a Boundary Survey.
2. NORTH ORIENTATION: Georgia (East) State Plane Coordinate System, NAD 83 (CORS), determined by GPS Survey.
3. ELEVATION UNITS: NAVAG, relative to Continuous Operating Reference Station (CORS) benchmark as noted herein. Onsite benchmark is as shown hereon.
5. Survey shown hereon conforms to the Minimum Requirements as set forth by the State Board for a Suburban Survey as stated in Certification. Field traverse did not require adjustment.
6. Improvements (Utilities, Buildings, Trees, Fences, etc.) not located, unless specifically shown herein in the vicinity of surveyed property.
7. No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown.
8. This Survey is prepared for the sole purpose of representing site conditions and to allow the preparation of Leases Agreements; and is presented in the format required by Clients. Clients are advised that official jurisdictions may require the Survey to be presented in another format with additional notes and certifications. In the event other formats, notes or certifications are requested by applicable jurisdictions, it is the responsibility of the Client to request same be prepared by Surveyor.
10. Title Examination was available at time of Survey.
11. FLOOD ZONE DATA: By graphic plotting only, Lessee's Premises and Easement(s) appear to lie within ZONE "X" (Areas of Minimal Flood Hazard) per F.E.M.A Flood Insurance Rate Map "Community Panel Number 13103C00575E with an effective date of 03-15-2015.

SURVEY RELEASE DATA

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PROPOSED TOWER LOCATION DATA
Latitude: NORTH: 32°51'37.29" 32° 30' 49.43"
Longitude: WEST: 81°34'60.43" 81° 20' 45.75"
Ground Elev: 101.7 FEET AMSL (NAVAG)
Benchmark: DP347 GAS A

PARENT TAX PARCEL
R. WAYNE EDWARDS, JR.
TAX PARCEL: 01000004
See Sheet #2

NORTH ORIENTATION/GPS DATA
GEORGIA EAST STATE PLANE COORDINATE SYSTEM
Based on GPS Survey relative to NGS CORS Network
NAD83 (2011) EPOCH 2010.0000, GEND 128
Method: RTK (CORS)
Confidence Level: 95%
Positional Accuracy: HZ # 0.10'
Date of Survey: 08-18-2020

SURVEYOR'S CERTIFICATION:
This Survey is a SPECIFIC PURPOSE SURVEY and does not subdivide or create any new Parcels, or make changes to real property boundaries. The recording of information of the documents, maps, plans, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS OR COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Professional Engineers and Land Surveyors as set forth in O.C.G.A Section 15-6-67.

Cover Sheet
Sheet 1 of 5
PROPERTY INFORMATION

PARENT TAX PARCEL
A. R. WAYNE EDWARDS, JR.
   TAX PARCEL: 03960024
   DEED BOOK 69A, PAGE 367
   PLAT: SURVEYOR'S RECORD BOOK F, PAGE 319

ADJOINING TAX PARCELS
B. R. WAYNE EDWARDS, JR.
   TAX PARCEL: 03960026
   DEED BOOK 69A, PAGE 134
   PLAT BOOK 19, PAGE 159

C. JEWEL SMART
   TAX PARCEL: 03960007
   (DEED NOT LOCATED)

D. JON G. BURNS
   TAX PARCEL: 03960005
   DEED BOOK 1336, PAGE 153
   PLAT: SURVEYOR'S RECORD BOOK F, PAGE 319

E. MICHIELE J. BURKE
   TAX PARCEL: 03960003
   DEED BOOK 341, PAGE 172
   PLAT CABINET A216, PAGE 82

OVERVIEW
SHEET 2 OF 5

SITE NAME: COMBINE
LOCATION CODE: 507331
Location Code: 507331
OYO, GA 31303

SPECIAL PURPOSE SURVEY

12TH G.M. DISTRICT
EBERSHTEIN COUNTY, GEORGIA

THE LAND CONSULTANTS LLC
3449 Highway 411
Jasper, TN 37347
(423) 364-7572
Georgia C & A No. LSP101,190
PREPARED FOR
VERIZON WIRELESS

OVERVIEW
SHEET 2 OF 5
LESSEE'S PREMISES

All that Tract or Parcel of land lying and being in the 12th G.M. District of Effingham County, Georgia, and being a part of the property of R. Wayne Edwards, Jr., of record in Deed Book 664, Page 367, Clerk's Office, Effingham County, Georgia and Being more particularly described as follows:

COMMENCE at a one-half-inch Iron Rod found at the Southeast Corner of the property of record in Plat Cabinet A236, Page B2, aforementioned Records;
Thanene along a Chord Tie Line having a Bearing of N 72°39'48" E, a distance of 1,356.75 feet to the POINT OF BEGINNING;
Thanene S 8°09'00" W, a distance of 100.00 feet;
Thanene N 8°00'00" E, a distance of 100.00 feet;
Thanene N 90°00'00" E, a distance of 100.00 feet;
Thanene S 0°09'00" W, a distance of 100.00 feet to the POINT OF BEGINNING.

Said tract contains 0.2 Acres (4,094 Square Feet), more or less.

LESSEE'S 30' ACCESS & UTILITY/FIBER EASEMENT

All that Tract or Parcel of land lying and being in the 12th G.M. District of Effingham County, Georgia, and being a part of the property of R. Wayne Edwards, Jr., of record in Deed Book 664, Page 367, Clerk's Office, Effingham County, Georgia and Being more particularly described as follows:

COMMENCE at a one-half-inch Iron Rod found at the Southeast Corner of the property of record in Plat Cabinet A236, Page B2, aforementioned Records;
Thanene along a Chord Tie Line having a Bearing of N 72°39'48" W, a distance of 1,356.75 feet to the POINT OF BEGINNING;
Thanene N 0°00'00" W, a distance of 100.00 feet;
Thanene N 90°00'00" E, a distance of 100.00 feet;
Thanene N 90°00'00" E, a distance of 99.14 feet;
Thanene with a curve to the left with an arc length of 48.48 feet, with a radius of 45.00 feet, with a chord bearing of N 9°39'16" W, with a chord length of 46.17 feet;
Thanene N 28°16'32" E, a distance of 62.73 feet;
Thanene with a curve to the right with an arc length of 98.28 feet, with a radius of 75.00 feet, with a chord bearing of N 62°45'43" E, with a chord length of 84.93 feet;
Thanene S 82°46'56" E, a distance of 64.36 feet;
Thanene with a curve to the right with an arc length of 92.74 feet, with a radius of 57.31 feet, with a chord bearing of S 90°33'17" E, with a chord length of 82.91 feet;
Thanene S 09°38'23" W, a distance of 115.94 feet;
Thanene with a curve to the left with an arc length of 203.87 feet, with a radius of 320.73 feet, with a chord bearing of S 09°34'46" E, with a chord length of 202.13 feet;
Thanene with a curve to the right with an arc length of 118.48 feet, with a radius of 207.67 feet, with a chord bearing of S 04°56'16" W, with a chord length of 186.67 feet;
Thanene with a curve to the left with an arc length of 111.43 feet, with a radius of 100.10 feet, with a chord bearing of N 10°36'49" E, with a chord length of 111.65 feet;
Thanene S 29°49'10" E, a distance of 205.69 feet to a point on the Centerline of Corinth Church Road;
Thanene S 64°57'21" W along said line, a distance of 73.31 feet;
Thanene N 59°49'10" W, leaving said line, a distance of 281.21 feet;
Thanene with a curve to the right with an arc length of 133.90 feet, with a radius of 130.17 feet, with a chord bearing of S 66°58'49" W, with a chord length of 140.09 feet;
Thanene with a curve to the left with an arc length of 131.59 feet, with a radius of 177.67 feet, with a chord bearing of N 04°56'16" W, with a chord length of 132.32 feet;
Thanene with a curve to the right with an arc length of 223.12 feet, with a radius of 230.73 feet, with a chord bearing of N 08°24'45" W, with a chord length of 221.28 feet;
Thanene N 09°49'33" E, a distance of 115.94 feet;
Thanene with a curve to the left with an arc length of 44.19 feet, with a radius of 27.31 feet, with a chord bearing of N 30°22'11" W, with a chord length of 39.52 feet;
Thanene N 82°45'55" W, a distance of 64.36 feet;
Thanene with a curve to the left with an arc length of 54.17 feet, with a radius of 45.00 feet, with a chord bearing of S 62°48'34" W, with a chord length of 50.06 feet;
Thanene S 28°16'32" W, a distance of 82.73 feet;
Thanene with a curve to the right with an arc length of 80.80 feet, with a radius of 73.00 feet, with a chord bearing of S 9°39'16" W, with a chord length of 76.95 feet;
Thanene S 90°00'00" W, a distance of 99.14 feet;
Thanene S 09°00'00" W, a distance of 35.00 feet;
Thanene N 90°00'00" W, a distance of 35.00 feet to the POINT OF BEGINNING.

Said tract contains 1.01 Acres (44,140 Square Feet), more or less.

TITLE EXAMINATION

(Surveyor's treatment of this Examination Item is limited to the scope described in ALTA/NSPS 2016 requirements, Section 6.C. ii., and is limited to determination of the extent of land, that Title Items may influence, if any. Surveyor may indicate where review by Title Attorney may be warranted.)

Reference: Report of Title, prepared by U.S. Title Solutions, File No. 65842-2A1097-0534, dated 07-22-2020, Schedule B:

Item 1: Taxes, not addressed by Survey.

Item 2: Mortgage: None listed.

Item 3 - 6: No instruments listed.


Item 8: Easement for ingress and Utilities, Deed 209-418: Assumed to influence Parent Tax Parcel. Description is inadequate for mapping specific location or to determine relationship to Lessee's Premises or Easement.


Item 10: Affidavit, Deed 664-333: Does not contain items subject to mapping.

Item 11: Current Use Assessment, Deed 233A-883: Applies to Parent Tax Parcel, blanket in nature and not subject to mapping. Type of influence on Lessee's Premises or Easement.

LEGAL DESCRIPTION OF PARENT PARCEL

All that certain lot, tract or parcel of land, situate, lying and being in the 12th G.M. District, Effingham County, Georgia, containing 25 acres, more or less, as shown on that certain map or plat made by B.H. Askew, Jr., County Surveyor, dated February 121, recorded in Surveyor's Record Book "F", page 119, in the records of the Clerk of Superior Court for Effingham County, Georgia. For a more particular description refer to the aforementioned plat, which is specifically incorporated herein and made a part hereof.
1.00 GENERAL NOTES

1.01 ALL MATERIALS AND WORKSHOWN SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHOWN SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.

1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHIEF ALL DIMENSIONS, ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE FOREMAN AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK WHERE THERE IS A CONFLICT. BETWEEN TRADES OR VENDOR REQUIREMENTS. THE WORKER PROJECT ENGINEER SHOULD BE CONTACTED FOR CLARIFICATION.

1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS ARE SUBJECT TO THE DISCRETION OF THE CONTRACTOR AND SAFETY, WITHOUT GUARANTEE OF ACCURACY WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS. THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DRAWINGS CONTRACTOR SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.

1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/or SURVEY DRAWINGS.

1.05 WAVEGUIDE SPECIES AND EQUIPMENT CABINETS ARE SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE DRAWINGS FOR SPECIFIC INFORMATION.

1.06 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN. PER FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE BASES AS SHOWN. ANY EXISTING DIRT OR TERRAIN TO DRAM AWAY FROM COMPACT AND ACCESS DRIVE.

1.07 THE APPROVED TOWER AND TOWER FOUNDATIONS WERE DESIGNED BY OTHERS. TOWER INFORMATION PROVIDED ON THESE PLANS ARE INTENDED FOR REFERENCE ONLY. NOTIFY ENGINEER OR PROJECT MANAGER OF ANY CONFLICTS OR DISCREPANCIES. IF AVAILABLE FROM VERIZON PROJECT MANAGER TO CONFIRM COAX AND PROPER INSTALLATION.

1.08 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION AND CLEAN UP INCLUDING STORAGE OF ANY MATERIALS ON ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.

1.09 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY MESS CAUSING CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPACTING GRAVEL. ANY NEW BASE MATERIALS SHALL BE COMPACTED.

1.10 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VOICE LOCATION AT THE SITE OF INSTALLATION. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATIONS OF UTILITIES MARKED ON THE DRAWINGS. ANY CONFLICT WITH THE PLACEMENT OF UTILITIES AS SHOWN ON THESE PLANS. THE CONTRACTOR PROMISES TO NOTIFY THE UTILITY COMPANY OF ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "GEORGIA 811" 48 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (800) 282-7411 OR 811. ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPLACED BY THE CONTRACTOR. AT NO EXPENSE TO THE OWNER.

1.11 CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.

1.12 CONTRACTOR TO PROVIDE STICKY LOOK OR EQUIVALENT AS APPROVED BY VERIZON PROJECT MANAGER.

1.13 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER VERIZON PROJECT MANAGER'S INSTRUCTIONS. SEE DETAIL ON SHEET D-1.

2.00 EQUIPMENT FOUNDATION NOTES

2.01 FOUNDATIONS ARE DESIGNED FOR A PRELIMINARY ALLOWABLE SOIL BEARING CAPACITY OF 2,000 PSI. CONTRACTOR SHALL VERIFY SOIL CONDITIONS AND BEARING CAPACITY PRIOR TO CONSTRUCTION.

2.02 EXCAVATE A MINIMUM 18" BELOW PROPOSED EQUIPMENT FOUNDATIONS OF EXPANSIVE, ORGANIC, UNCONSOLIDATED OR OTHERWISE UNACCEPTABLE MATERIAL AND REPLACE WITH WELL-COMPACTED MATERIAL ACCEPTABLE TO VERIZON.

2.03 CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION, PROTECTING, AND REPLACING AS REQUIRED ALL SERVICE AND UTILITY LINES IN VICINITY OF THE EARTHWORK EXCAVATION. ALL EXCAVATIONS ARE TO BE CARRIED OUT WITH EXTREME CAUTION. COORDINATE ALL RELocations WITH THE PROPERTY OWNER.

2.04 CONTRACTOR TO PROVIDE SOLID CONCRETE SHELVING TO PROVIDE AN AREA LARGE ENOUGH TO ALLOW FOR THE EARTHWORK FOUNDATIONS. ALL EARTHWORK ARE TO BE EARTHWORK MATERIALS, ALL MATERIALS TO BE PLACED, COMPACTED, AND TESTED IN MAXIMUM LAYERS OF 8". COMPACTED CONCRETE SHALL BE 95% OF MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D 6922. ALL TESTS MUST MEET THE MINIMUM SPECIFIED SOIL BEARING CAPACITY. COMPACTION TESTING IS BY THE GYROSPECTRIC TESTING COMPANY DESIGNATED FOR THE PROJECT. SCHEDULING AND COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. REPORTS OF ALL TESTING ARE TO BE PROMPTLY DELIVERED OR FAXED TO THE VERIZON WIRELESS PROJECT MANAGER.

2.05 CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION TO ACX-316 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.

2.06 CONCRETE SHALL HAVE A SLUMP BETWEEN 3" AND 6".

2.07 FIBERS FOR CONCRETE SHALL BE FIBERMAX #50, 100 PERCENT VIRGIN POLYPROPYLENE FIBERIZED FIBERS, 43 PATENTED TECHNOLOGY PATENTED TECHNOLOGY, CONTAINING NO REPROCESSED GRAIN FIBERS. THE CONCRETE SHALL CONFORM TO ASTM C1116 TYPE II AND MANUFACTURED SPECIFICALLY FOR THE SECONDARY REINFORCEMENT OF CONCRETE.

2.08 THE FIBERS SHALL BE MANUFACTURED IN AN ISO 9001-2008 CERTIFIED MANUFACTURING FACILITY. UNLESS OTHERWISE STATED, ALL OTHER MATERIALS, INCLUDING FIBERS, SHALL CONFORM TO ASTM C1116. THE FIBERS SHALL ADD TO THE CONCRETE AT THE RECOMMENDED APPLICATION RATES AND MIXED FOR A SUFFICIENT TIME AT FULL MIXING SPEED TO ENSURE UNIFORM DISTRIBUTION OF THE FIBERS THROUGHOUT THE CONCRETE.

2.09 CAST IN STANDARD EARTHWORK FOUNDATION (WHERE NOT SPECIFIED) SHALL BE MANUFACTURED BY FIBERMAX, 480 INDUSTRY DRIVE, CHATTANOOGA, TN 37416 USA. PHONE: 800.803.5600. WEBSITE: WWW.FIBERMAX.COM

2.10 AT THE REQUEST OF THE VERIZON WIRELESS PROJECT MANAGER, TEST CYLINDERS SHALL BE MOLDED AND LABORATORY CURVED IN ACCORDANCE WITH ASTM C31. THREE CYLINDERS SHALL BE TESTED FOR EACH CONCRETE PLACEMENT. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH THE LATEST REVISION TO ASTM C31.

2.11 CHAMFER ALL EXPOSED EXTERNAL CORNERS OF CONCRETE WITH 45° X 40° CHAMFER, UNLESS OTHERWISE NOTED.

2.11 CONCRETE FORMWORK IS TO BE STRIPPED WITHIN 48 HOURS. VIBRATION OF THE CONCRETE MUST ASSURE THAT HONEYCOMBING WILL BE AT A MINIMUM. MECHANICAL VIBRATION OF ALL CONCRETE IS REQUIRED UNLESS OTHERWISE DIRECTED BY VERIZON WIRELESS PROJECT MANAGER. ABOVE GRADE CONCRETE IF REQUIRED TO BE RUBBED AND PATCHED TO ACHIEVE SMOOTH FINISH AT TIME OF FORM REMOVAL. CONCRETE SHALL PROVIDE A BROOM FINISH TO THE TOP SURFACE OF THE STRUCTURAL DRAWINGS. CONTRACTOR SHALL VERIFY PLACEMENT OF EQUIPMENT AND LOCATION OF CONSTRUCT FOR MANUFACTURER'S VENDORS SPECIFICATIONS, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL OPENINGS AND SLEDGES FOR PROPER DISTRIBUTION OF ALL UTILITIES.
EQUIPMENT PAD ROUTING NOTES:
1. REFER TO THE SITE PLAN FOR EQUIPMENT PAD LOCATION AND ORIENTATION.
2. RUN 2" FLEX TELCO CONDUIT FROM BOTTOM OF TELCO BOX TO TWO SIDES OF RF CABINET WITH CHASE NIPPLES THROUGH FACTORY KNOCKOUTS.
3. RUN 2" FLEX POWER CONDUIT AND 1" FLEX ALARM CONDUIT FROM BOTTOM OF LC TO SIDE OF RF CABINET WITH CHASE NIPPLES THROUGH FACTORY KNOCKOUTS.
4. RUN 2" FLEX POWER CONDUIT FROM BOTTOM OF OVP TO SIDE OF RF CABINET WITH CHASE NIPPLES THROUGH FACTORY KNOCKOUTS.
5. RUN (5) 1" FLEX POWER CONDUIT FROM BOTTOM OF OVP TO SIDE OF RF CABINET WITH CHASE NIPPLES THROUGH FACTORY KNOCKOUTS.
6. SUPPORT FLEX CONDUIT ON HORIZONTAL H-FRAME RAILS OR ON VERTICAL STEM RAILS ADDED TO H-FRAME FOR CONSULT/CABLE MANAGEMENT.
7. RUN HYDRAULIC PUMP FOR TOWER MOUNTED RRU'S OVERHEAD ON TRAPEZIUM SUSPENDED FROM WAVE GUIDE BRIDGE, SPOOL DOWN INTO H-FRAME RAILS, THEN LOOP OVER OVP AND CONNECT TO BOTTOM OF OVP. ATTACH GROUND KITS TO HYDRAULIC PUMP BEFORE LOOPING UNDER OVP AND BOND TO TOSCA GROUND BAR AT BASE OF H-FRAME.
8. RUN COAX CABLE FOR GROUND MOUNTED RRU'S (IF USED) OVERHEAD ON TRAPEZIUM SUSPENDED FROM WAVE GUIDE BRIDGE, TERMINATE COAX ON ICE BRIDGE AND TRANSITION TO JUMPER J5116 JUST BEFORE LEAVING H-FRAME. ATTACH GROUND KITS TO COAX CABLE ON TOWER SIDE OF LAST ICE BRIDGE POST AND BOND TO TOSCA GROUND BAR NEAR TOP OF POST.
9. GPS ANTENNA TO BE MOUNTED TO STANDARD HEIGHT POST WITH EXTENDED MOUNTING PIPE. USING COMMSCOPE GPS-V MOUNTING KIT, MOUNT AS NEAR AS PRACTICAL TO REAB4 CABINET.
10. BOLT CABINETS AND GENERATOR TO SLAB USING FASTENERS SPECIFIED BY EQUIPMENT MANUFACTURING FACTORY PROVIDED MOUNTING HOLE.

SCALE: 1" = 3'
CONCRETE PAD SCHEDULE

<table>
<thead>
<tr>
<th>PAD TYPE</th>
<th>&quot;L&quot;</th>
<th>&quot;W&quot;</th>
<th>&quot;H&quot;</th>
<th>REINFORCEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>EQUIPMENT PAD</td>
<td>10'-0&quot;</td>
<td>4'-0&quot;</td>
<td>6&quot;</td>
<td>SEE DETAIL 2/C6</td>
</tr>
<tr>
<td>GENERATOR PAD</td>
<td>10'-0&quot;</td>
<td>4'-0&quot;</td>
<td>6&quot;</td>
<td>SEE DETAIL 2/C6 AND NOTE 1 THIS SHEET</td>
</tr>
<tr>
<td>PROPANE TANK PAD</td>
<td>10'-0&quot;</td>
<td>4'-0&quot;</td>
<td>6&quot;</td>
<td>SEE DETAIL 2/C6 AND NOTE 1 THIS SHEET</td>
</tr>
</tbody>
</table>

NOTE 1: CONTRACTOR MAY ELECT TO PLACE GENERATOR AND PROPANE TANK SLAB AS 2 SEPARATE SLABS WITH 3" JOINT FILLER BETWEEN THEM OR PLACE A SINGLE 4'-0" X 20'-0" SLAB WITH A CONTROL JOINT PER 3/CE AT THE MID-POINT.

CONCRETE PAD PLAN

CONCRETE PAD FOUNDATION SECTION

CONTROL JOINT

CONCRETE PAD SCHEDULE

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The document contains detailed specifications and diagrams for a concrete pad schedule, including dimensions and notes for installation and reinforcement. It specifies the placement of concrete slabs, joint details, and the required materials and construction methods.
NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY 467,966 SQ. FT. (1.07 ACRES) OF CLEARING AND GRAVING FOR THE PROPOSED PROJECT. IF ADDITIONAL CLEARING IS REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND/OR PROJECT MANAGER.

GRADING NOTES:
1. THE CONTRACTOR SHALL CLEAR AND GRAB THE SITE AND PLACE, COMPACT, AND MOISTURE CONDITION ALL FILL PER THE PROJECT GEOTECHNICAL ENGINEER SPECIFICATIONS. FILL MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO Placement.
2. CONTRACTOR SHALL REFER TO GRADE ELEVATIONS REFER TO FINISHED GRADES.
3. CONTRACTOR SHALL AVOID EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
4. PORTIONS OF THE SITE NOT SPECIFICALLY MENTIONED WITHIN THE GEOTECHNICAL REPORT SHALL BE COMPACTED TO 95 PERCENT OF THE MATERIALS MAXIMUM DRY DENSITY WITHIN 3 PERCENT OF OPTIMUM MOISTURE CONTENT.
5. FILL SHALL BE PLACED IN MAXIMUM 8 INCH LOUNDS UNTIL.
6. UNDISTURBED AREAS WITHIN 30' OF MEXED/EXPOSED STRATA NOT NEEDED FOR UTILITY ROUTING TO BE LEFT UNDISTURBED.
7. SLOPES SHOULD BE REASONABLY EXPECTED. ANY DE-WATERING OR MOISTURE CONDITIONING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD BE INCLUDED IN THE CONTRACT PRICE.
8. SEED ALL DISTURBED AREAS NOT Topped WITH GRAVEL PER SEEDING SCHEDULE ON DETAIL ON SHEET C9.
9. MAXIMUM CUT SLOPE = 25-1V UNLESS OTHERWISE NOTED.
10. MAXIMUM FILL SLOPE = 35-1V UNLESS OTHERWISE NOTED.

LEGEND:
EXISTING CONTOURS
PROPOSED CONTOURS
LOUDSR SLIT ELEVATION
TPF
EXISTING SPOT ELEVATION
PROPOSED SPOT ELEVATION

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NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY 46.7560 SQ. FT. (1.07 ACRES) OF CLEARING AND GRADING FOR THE PROPOSED PROJECT. IF ADDITIONAL CLEARING IS REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND/OR PROJECT MANAGER.

GRADING NOTES:
1. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND MOISTURE CONDITION ALL FILL FOR THE PROJECT GEOTECHNICAL ENGINEER PODIFICATIONS. FILL MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
2. ALL PROPOSED CONTURS AND SPOT ELEVATIONS REFLECT FINISHED GRADES.
3. GRADING WORK SHALL Transition TO EXISTING GRADES.
4. PORTIONS OF THE SITE NOT SPECIFICALLY MENTIONED WITHIN THE GEOTECHNICAL REPORT SHALL BE COMPACTED TO 95 PERCENT OF THE MATERIAL'S MAXIMUM DRY DENSITY WITHIN 3 PERCENT OF OPTIMUM MOISTURE CONTENT.
5. FILL SHALL BE PLACED IN MAXIMUM 8 INCH LOOSE LAYETS.
6. UNDISTURBED AREAS WITHIN 30 INCHES AROUND EASEMENT NOT NEEDED FOR UTILITY ROUTING TO BE LEFT UNDISTURBED.
7. GROUND WATER SHOULD BE REASONABLY EXPECTED. ANY EX-MAINTENANCE OR MAINTENANCE REQUIRED TO BE AT THE CONTRACTION'S RESPONSIBILITY OF THE CONTRACTOR AND SHOULD BE IN THE CONTRACT PRICE.
8. SEE ALL DISTURBED AREAS NOT COVERED WITH GRAVEL FOR SEEDING SCHEDULE ON SHEET 6.
9. MAXIMUM CUT SLOPE = 2H:1V UNLESS OTHERWISE NOTED.
10. MAXIMUM FILL SLOPE = 3H:1V UNLESS OTHERWISE NOTED.

LEGEND
EXISTING CONTURS
PROPOSED CONTURS
LOCALIZED FENCE
TPF
EXISTING SPOT ELEVATION
PROPOSED SPOT ELEVATION

SCALE: 1" = 40'
NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY 46,795.5 SQ. FT. (1.27 ACRES) OF CLEARING AND GRADING FOR THE PROPOSED PROJECT. IF ADDITIONAL CLEARING IS REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND/OR PROJECT MANAGER.

GRADING NOTES:
1. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND MOISTURE CONDITION ALL FILL FOR THE PROJECT GEOLOGICAL ENGINEERS SPECIFICATIONS. ALL MATERIAL SHALL BE APPROVED BY THE GEOLOGICAL ENGINEER PRIOR TO PLACEMENT.
2. ALL PROPOSED CONTROLS ARE ELEVATIONS SELECTED TO REFLECT FINISHED GRADES.
3. ALL INDEX POINTS SHOWN COUNTERCLOCKWISE TO TRANSITION BACK TO EXISTING GRADE.
4. PORTIONS OF THE SITE NOT SPECIFICALLY MENTIONED WITHIN THE GEOLOGICAL REPORT SHALL BE COMPACTED TO 95 PERCENT OF THE MATERIALS MAXIMUM DRY DENSITY WITHIN 3 PERCENT OF OPTIMUM MOISTURE CONTENT.
5. FILL SHALL BE PLACED IN MAXIMUM 8 INCH LOOSE UPLIFTS.
6. UNDISTURBED AREAS WITHIN 20 FT. INGRESS/EGRESS EASEMENTS NOT NEEDED FOR UTILITY ROUTING TO BE LEFT UNDISTURBED.
7. GROUNDWATER SHOULD BE REASONABLY EXPECTED. ANY DRAGGING OR FLOODING SERVICES ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD BE INCLUDED IN THE CONTRACT PRICE.
8. SEED ALL UNDISTURBED AREAS NOT TOTED WITH GRAVEL PER SEEDING SCHEDULE ON DETAIL ON SHEET C8-3.
9. MAXIMUM UPLift = 3% 1V UNLESS OTHERWISE NOTED.
10. MAXIMUM FILL UPLIFT = 3% 1V UNLESS OTHERWISE NOTED.

LEGEND
EXISTING CONTOURS
PROPOSED CONTOURS
LOGGIFT FENCE
TPF
EXISTING SPOT ELEVATION
PROPOSED SPOT ELEVATION

SCALE: 1" = 40'
Item XVII. 18.
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>XVII.</td>
<td>18.</td>
</tr>
</tbody>
</table>

**UNITED STATES OF AMERICA**
**FEDERAL COMMUNICATIONS COMMISSION**
**ANTENNA STRUCTURE REGISTRATION**

**OWNER:** Verizon Wireless of the East LP

**FCC Registration Number (FRN):** 0007609324

| ATTN: | Network Regulatory  
Verizon Wireless of the East LP  
5055 North Point Pkwy  
NP2NE Network Engineering  
Alpharetta, GA 30022 |
<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>Antenna Structure Registration Number</strong></td>
<td>1317194</td>
</tr>
<tr>
<td><strong>Issue Date</strong></td>
<td>11/17/2020</td>
</tr>
</tbody>
</table>

| Location of Antenna Structure | 2441 Corinth Church Rd - 15206965  
Clyo, GA 31303 |
| County: | EFFINGHAM |

| Latitude | 32° 30' -49.4 N  
Longitude | 081° 26' -45.7 W  
NAD83 |
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Ground Elevation (AMSL)</strong></td>
<td>31.0 meters</td>
</tr>
<tr>
<td><strong>Overall Height Above Ground (AGL)</strong></td>
<td>80.7 meters</td>
</tr>
<tr>
<td><strong>Overall Height Above Mean Sea Level (AMSL)</strong></td>
<td>111.7 meters</td>
</tr>
</tbody>
</table>

| Center of Array Coordinates | N/A |
| Type of Structure | LTOWER  
Lattice Tower |

**Painting and Lighting Requirements:**
FAA Chapters 4, 8, 12

Paint and Light in Accordance with FAA Circular Number 70/7460-L1

**Conditions:**

This registration is effective upon completion of the described antenna structure and notification to the Commission. **YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT, please file FCC Form 854.** To file electronically, connect to the antenna structure registration system by pointing your web browser to [http://wireless.fcc.gov/antenna](http://wireless.fcc.gov/antenna). Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "GA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and display your Registration Number at the site. See reverse for important information about the Commission’s Antenna Structure Registration rules.
You must comply with all applicable FCC obstruction marking and lighting requirements, as set forth in Part 17 of the Commission’s Rules (47 C.F.R. Part 17). These rules include, but are not limited to:

**Posting the Registration Number:** The Antenna Structure Registration Number must be displayed in a conspicuous place so that it is readily visible near the base of the antenna structure. Materials used to display the Registration Number must be weather-resistant and of sufficient size to be easily seen at the base of the antenna structure. Exceptions exist for certain historic structures. See 47 C.F.R. 17.A(g)-(h).

**Inspecting lights and equipment:** The obstruction lighting must be observed at least every 24 hours in order to detect any outages or malfunctions. Lighting equipment, indicators, and associated devices must be inspected at least once every three months.

**Reporting outages and malfunctions:** When any top steady-burning light or a flashing light (in any position) burns out or malfunctions, the outage must be reported to the nearest FAA Flight Service Station, unless corrected within 30 minutes. The FAA must again be notified when the light is restored. The owner must also maintain a log of these outages and malfunctions.

**Maintaining assigned painting:** The antenna structure must be repainted as often as necessary to maintain good visibility.

**Complying with environmental rules:** If you certify that grant of this registration would not have a significant environmental impact, you must nevertheless maintain all pertinent records and be ready to provide documentation supporting this certification and compliance with the rules, in the event that such information is requested by the Commission pursuant to 47 C.F.R. 1.1307(d).

**Updating information:** The owner must notify the FCC of proposed modifications to this structure; of any change in ownership; or, within 30 days of dismantlement of the structure.

You can find additional information at [insert link] or by calling (877) 480-3201 (TTY 717-338-2824).
** DETERMINATION OF NO HAZARD TO AIR NAVIGATION **

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

<table>
<thead>
<tr>
<th>Structure:</th>
<th>Antenna Tower Cowpen - B - 16206965</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td>Clyo, GA</td>
</tr>
<tr>
<td>Latitude:</td>
<td>32-30-49.43N NAD 83</td>
</tr>
<tr>
<td>Longitude:</td>
<td>31-20-45.75W</td>
</tr>
<tr>
<td>Heights:</td>
<td>102 feet site elevation (SE)</td>
</tr>
<tr>
<td></td>
<td>265 feet above ground level (AGL)</td>
</tr>
<tr>
<td></td>
<td>367 feet above mean sea level (AMSL)</td>
</tr>
</tbody>
</table>

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 2, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ______ At least 10 days prior to start of construction (7460-2, Part 1)
- ___X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

This determination expires on 04/05/2022 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (718) 553-2611, or angelique.eersteling@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-ASO-28049-OE.

Signature Control No: 450880145-452963063 (DNE)
Angeline Eersteling
Technician

Attachment(s)
Case Description
Frequency Data
Map(s)

cc: FCC

Page 2 of 7
Case Description for ASN 2020-ASO-28049-OE

Proposed 265' antenna tower. Dual/medium intensity marking/lighting is requested. For questions contact Crystal Swanson 770-797-1233. Crystal.Swanson@verizonwireless.com
Neighboring Parcel ID’s and Owners

03360007 – Jewell Smart – 30 Fourth Ave, PO Box 111, Dania, FL 33004
03360007A00 – Charlie & Georgia Young, 1625 Rosemary St, Savannah, GA 31415
03360003 – Michelle Burke, 2517 Corinth Church Rd, Clyo, GA 31303
03360005 – Jon Burns, 5829 Clyo Kildare Rd, Newington, GA 30446
03360016 – Carolyn Litchfield 2414 Corinth Church Rd, Clyo, GA 31303
03360022 – Robert Edwards Jr, 2985 Pine St, Duluth, GA 30096
03360006 – Robert Edwards Jr, 2985 Pine St, Duluth, GA 30096
03360017 – Karen and Richard Burke, Jr, 2517 Corinth Church Rd, Clyo, GA 31303
03360018 – Vance and Peggy Bevill, 2446 Corinth Church Rd, Clyo, GA 31303
03360019 - Peggy Bevill, 2446 Corinth Church Rd, Clyo, GA 31303
03360019A00 - Peggy Bevill, 2446 Corinth Church Rd, Clyo, GA 31303
03360020 – Amy Exley and Robert Carol, 2462 Corinth Church Rd, Clyo, GA 31303
Staff Report

Subject: 2\textsuperscript{nd} Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022

Item Description: Verizon Wireless as Agent for Robert Wayne Edwards Jr. requests a variance to reduce the required distance of a telecommunications tower from a residence. Located at 2441 Corinth Church Road, zoned AR-1.

Map# 336 Parcel # 4

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance to reduce the required distance of telecommunications tower from a residence.

Executive Summary/Background

- Section 14-133(3) Telecommunications Regulations permits lattice towers in AR-1 as a conditional use.
- 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:
  
  \begin{quote}
  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.
  \end{quote}

- The applicant wishes to locate the tower in an area where coverage is inadequate. Wetlands limit the options for locating the tower to the chosen parcel. The proposed tower site is located as far from residences and wetlands as possible.
- The proposed tower site is at least 850’ from the nearest residence. In neighboring jurisdictions, the setback requirements range from height of tower (255’) to 500’ or three times the height of the tower, whichever is greater (785’). Effingham County requires a 1000’ setback from the nearest residence.
- At the December 20 Planning Board meeting, Brad Smith made a motion to approve the request for a variance to reduce the required distance of telecommunications tower from a residence from 1,000’ to 850’.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. **Approve** request for a variance to reduce the required distance of telecommunications tower from a residence from 1,000’ to 850’.
2. **Deny** the request for a variance to reduce the required distance of telecommunications tower from a residence from 1,000’ to 850’.

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.
336-4
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
336-4

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, VERIZON WIRELESS as agent for ROBERT WAYNE EDWARDS, JR., has filed an application for a variance, to reduce the required distance of telecommunications tower from a residence; map and parcel number 336-4, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on January 4, 2021 and notice of said hearing having been published in the Effingham County Herald on December 15, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 1, 2021; and

IT IS HEREBY ORDAINED THAT a variance to reduce the required distance of telecommunications tower from a residence; map and parcel number 336-4, located in the 3rd commissioner district is approved.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: _____________

___________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Conditional Use (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022

Item Description: Verizon Wireless as Agent for Robert Wayne Edwards Jr. requests a conditional use for a 255’ telecommunication tower in AR-1. Located at 2441 Corinth Church Road, zoned AR-1.

Summary Recommendation Map# 336 Parcel# 4
Staff has reviewed the application, and recommends approval of the request for a conditional use for a telecommunications tower in the AR-1 zoning district, with conditions.

Executive Summary/Background
- Section 14-133(3) Telecommunications Regulations, permits lattice towers in AR-1 as a conditional use.
- Pursuant to section 5.1.2.11, telecommunications towers may be permitted in AR-1, in accordance with the provisions of section 7.1.6 on a conditional basis.
- Section 7.1.6 provides the following factors for consideration:
  - Shall not adversely affect economic values or physical appearance of the surrounding areas;
  - The proposed tower site is on a 23.76-acre parcel, set back ~850’ from Corinth Church Road.
  - Physical and environmental effects;
  - The tower meets all federal requirements.
  - Buffer zones; and Additional space for parking, landscaping, building, loading zones, and setbacks, to protect adjacent structures or lots from adverse impact.
  - The tower site meets all county requirements.
- The applicant’s objectives are to provide reliable voice and broadband data coverage along Clyo Kildare Rd. There are no known antenna structures within a two-mile radius. The proposed tower will support three additional providers, and will be located 255’ from property line, which is 150’ more than required.
- At the December 20 Planning Board meeting, Alan Zipperer made a motion to approve the request for a conditional use for a telecommunications tower in the AR-1 zoning district, with the following conditions:
  1. Applicant will confirm that the nearest tower on Clyo-Kildare Road (309-13CEL) is unavailable or unusable for co-location.
  2. Variance to locate the lattice tower less than 1000’ from nearest residence is approved by the Board of Commissioners.
  3. The telecommunications lease area will be shown on a plat.
  4. The telecommunications tower site shall meet the requirements of the Effingham County Telecommunications Regulations.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve request for conditional use to allow for a telecommunications tower in the AR-1 zoning district, with the following conditions:
   1. Applicant will confirm that the nearest tower on Clyo-Kildare Road (309-13CEL) is unavailable or unusable for co-location.
   2. Variance to locate the lattice tower less than 1000’ from nearest residence is approved by the Board of Commissioners.
   3. The telecommunications lease area will be shown on a plat.
   4. The telecommunications tower site shall meet the requirements of the Effingham County Telecommunications Regulations.

2. Deny the request for conditional use to allow for a telecommunications tower in the AR-1 zoning district.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A
Attachments: 1. Conditional Use application 3. Aerial photograph
2. Ownership certificate 4. Plat
ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: ______________________

Applicant/Agent: Greg Spence on behalf of Verizon Wireless

Applicant Email Address: gspence@Fortifiedtelecom.com

Phone #: 404-655-6454

Applicant Mailing Address: 86 Bull River Bluff Drive

City: Savannah State: GA Zip Code: 31410

Property Owner, if different from above: Robert Wayne Edwards, Jr

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): rwedwardsjr@gmail.com

Phone #: 404-996-9125

Owner’s Mailing Address: 2985 Pine St

City: Duluth State: GA Zip Code: 30096

Property Location: 2441 Corinth Church Rd, Clyo, GA 31303

Present Zoning of Property AR-1 Tax Map-Parcel # 03360004 Total Acres 23.76

CONDITIONAL USE REQUESTED:

___ Section 3.15A – Residential Business
See Section 3.15A for requirements

___ Section 3.15B – Rural Business
See Section 3.15B for requirements

X OTHER (provide relevant section of code): 14-131, Telecommunications Tower

Reason: Lattice tower is a conditional use within the AR-1 zoning district.

How does request meet criteria of Section 7.1.6 (see Attachment C): Tower is located in wooded area of parcel, as far north on parcel as appropriate due to proximity to pond. Tower will be over 800 ft from Corinth Church Rd and over 950 ft from nearest offsite residence.

Applicant Signature: ______________________ Date ______________________

Rev 05052021
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

Oct, 10 2000, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 664 page 367.

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: Greg Spence, on behalf of Verizon Wireless

Address: 86 Bull River Bluff Drive, Savannah, GA 31410

Telephone #: 404-655-6454 email: gspence@fortifiedtelecom.com

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:

Date: 10/8/2021
WARRANTYDEED

STATE OF GEORGIA - Effingham COUNTY

THE INDENTURE, Made this 26th day of September, two thousand... in the
between

Beverly June Dubberly

of the County of Effingham, and State of Georgia, as party or parcels of the first part,

Residing Address at 27 Pine Street, Debary, GA 32713-5413

of the County of Effingham, and State of Georgia, as party or parcels of the second part.

hereby acknowledged, has granted, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all the following described property, to wit:

Said Schedule A attached hereto and by this reference made a part hereof.

SUBJECT TO covenants, restrictions and easements of record.

Effingham County, Georgia

State of Georgia

Judge of Probate Court

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 appurtenant, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

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

IN WITNESS WHEREOF the Grantor has signed and sealed this deed, the day and year above written.

[Signatures]

Beverly June Dubberly (Seal)

[Signatures]

Beverly June Dubberly (Seal)
Schedule A

All that certain lot, tract or parcel of land situate, lying and being in the 13th U.S. District, Effingham County, Georgia, containing 25 acres, more or less, as shown on that certain map or plat made by L.B. Ackerman, Jr., County Surveyor, dated February 21, 1921, recorded in Surveyor's Record Book #8, page 319, in the records of the Clerk of Superior Court for 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 Mrs. Helen R. Armstrong to James A. Edwards, dated August 11, 1966, recorded in Deed Book 111, page 88, aforesaid records.

SUBJECT, HOWEVER, to a 10-foot perpetual easement for ingress and egress and location of utilities granted to Dale D. and Roy Wayne Ackerman by James A. Edwards, dated June 15, 1979, recorded in Deed Book 207, page 365, aforesaid records.
WARRANTED

STATE OF GEORGIA - Effingham COUNTY

THIS DULY EXECUTED, Made this 26th day of September, in the year 1920, in the two thousand

BEVERLY DUNBAR

of the County of Effingham, and Rose of Georgia, as party or parties of the first part,

Residing Address at 301 North Street, Dublin, GA 30001-3412

of the County of Effingham, and State of Georgia, as party or parties of the second part,

bealeherein called Grantor (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns

WHEREAS there has been, for and in consideration of the sum of

Ten Dollars and no/100 ($10.00) and other good and valuable

considerations

(10,00) DOLLARS

in hand paid and before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, has

granted, bargained, sold and conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and assign

the said Grantee, all the following described property, to-wit:

See Schedule A attached hereto and by this reference made a part

hereof.

SUBJECT TO covenants, restrictions and easements of record.

Effingham County, Georgia

Patterson Registry of Deeds

Paid in

On

BEVERLY DUNBAR

Clerk of Superior Court

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 belonging, belonging, or in any way appurtenant, to the only proper use, benefit and

behalf of the said Grantee forever in PEACE and QUIET.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property

with the said Grantee against the claim of all persons whatsoever.

IN WITNESS WHEREOF, the Grantee has signed and sealed this deed, the day and year above written.

BEVERLY DUNBAR

Notary Public in and for the State of Georgia

Effingham County, Georgia

This deed was received and entered on the 14th day of October, 1920.
Schedule A

All that certain lot, tract or parcel of land situated, lying and being in the 13th S.W. District, Effingham County, Georgia, containing 25 acres, more or less, as shown on that certain map or plat made by L.S. Ackerman, Jr., County Surveyor, dated February 1921, recorded in Surveyor's Record Book #97, page 319, in the records of the Clerk of Superior Court for 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 Mrs. Helen L. Armstrong to James A. Edwards, dated August 11, 1966, recorded in Deed Book 141, page 66, aforesaid records.


File No: 0445-00
November 12, 2021

Ms. Teresa Concannon, AICP
Planning and Zoning Manager
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

RE: Application for Conditional Use Permit with Variance
Proposed Tower Location: 2441 Corinth Church Rd, Clyo, GA 31303
(Tower) Parcel ID: 03360004 (Zoned AR-1/ 23.76 acres)

Ms. Concannon,

Enclosed please find Verizon Wireless’ application for a Conditional Use Permit along with supporting documentation for the construction of a wireless telecommunication facility on Parcel 03360004, located at 2441 Corinth Church Rd, Clyo, 31303, Effingham County, Georgia. The property is owned by Robert Edwards, Jr. The application also requires a setback variance per Section 14-134(b)(2). Setback is less than 1,000 feet to a residence. The nearest offsite residence is ~950 feet. This wireless telecommunication facility is designed to provide Verizon Wireless and other future users an antenna support structure for their Personal Communications Services (PCS). This proposed site will address a large area of weak signal strength or a “hole” in Verizon’s network coverage. The wireless telecommunication facility will provide an antenna platform for additional PCS providers and would potentially eliminate the need for other carriers to construct their own antenna towers in the area.

In addition to traditional wireless telephone services, other services include wireless internet connections and wireless data transmission. The Verizon Wireless facility will also provide support for emergency services by providing wireless communications to paramedics, firefighters, and law enforcement agencies. These services have become established and accepted as an integral part of the nation’s communications infrastructure as these services promote public health, safety, comfort, and general welfare.

Verizon Wireless determined the location for this specific site based on thorough computerized studies. Like traditional cellular phone systems, PCS operates on a “grid” system, whereby overlapping “cells” mesh to form a seamless wireless network. The technical criteria for establishing cell sites are very exacting as to both the height and location of the Communication Facility. Based on a computerized engineering study which considers, among other things, local population density, traffic patterns and topography, Verizon’s RF (radio frequency) engineers have identified the necessary location for this
additional PCS site to serve the residents of Effingham County, Georgia. The Verizon Wireless coverage objective is to improve coverage in the area of approximately two to four miles in radius.

Verizon Wireless representatives first sought out collocation opportunities on existing towers. There were no towers within our search area. Verizon Wireless representatives then looked outside the search area to see if any towers were in the area available for collocation that would meet Verizon RF Coverage needs. No towers or structures were available for collocation that would meet Verizon's coverage objective; therefore a new wireless telecommunication facility is needed.

The proposed facility will include a 70'x70' fenced compound area within a 100'x100' leased area, via access off Corinth Church Road. The wireless telecommunication tower will be a two hundred and fifty-five-foot (255') lattice tower, with a ten-foot (10') lightning rod at its top, for a total height of two hundred and sixty-five feet (265'). Per the County ordinance, the tower will be designed for at least three (3) additional tenants.

Verizon Wireless desires to provide Effingham County, Georgia with dependable wireless service. It is essential that Verizon Wireless be allowed to develop their network in such a way that enables them to provide adequate coverage to their existing and future customers in the area. Verizon Wireless has a Radio Frequency License from the FCC for the State of Georgia. The FCC requires its licensees to provide adequate and reliable service in the licensed area as specified in Title 47 Part 24.103 of the Code of Federal Regulations. In order to fulfill this requirement for their FCC license, Verizon needs to provide continuous, uninterrupted wireless communication service in the Effingham County, Georgia area. Without this proposed site, Verizon Wireless will suffer several hardships: 1.) disruption of the network design; 2.) compromising the needed coverage; 3.) Verizon's inability to provide adequate coverage to the public. The proposed site will allow Verizon to provide the quality of service required by the FCC and demanded by the public.

The proposed facility will be designed and constructed to meet all applicable governmental, health and industrial safety standards. Specifically, Verizon Wireless will comply with all FCC and FAA rules governing construction requirements, technical standards, lighting, interference protection, power, height limitations and radio frequency standards.

As stated above, Verizon Wireless is requesting a Variance from the development standards (Section 14-134(b)(2)), and a Conditional Use approval associated with the remaining standards of the same Section 14-134 of the Effingham County Ordinance.

In support of the proposed telecommunication facility, you will find the following items:

   Exhibit 1. Deed.
Exhibit 2. Fall Zone letter from tower manufacturer, with Breakpoint Technology
Exhibit 3. Construction Drawings containing a site plan to scale, specifying the proposed location and dimensions of tower, access, parking, fences, landscape plans, existing and adjacent land uses.
Exhibit 4. FAA Air-Space Study showing Determination of No Hazard.
Exhibit 5. FCC Antenna Structure Registration.
Exhibit 6. RF Engineering Support Letter.
Exhibit 7. RF Propagation/Coverage Maps, with Inventory of existing sites.
Exhibit 8. Adjacent property owner Parcel Id’s and addresses.

Pursuant to the Effingham County Ordinance, Verizon Wireless has made application for a Conditional Use Permit associated with Section 14-134. This will allow Verizon Wireless to erect and maintain its proposed telecommunications facility at a height of 265’ (with appurtenance) above ground level. Verizon Wireless respectfully asks that a Conditional Use Permit be given to this application. We look forward to working again with Effingham County to bring the benefits of wireless phone and data services to your community and its residents.

Respectfully submitted,

Greg Spence
Fortified Telecom Services, Inc.
Representative for Verizon Wireless
GSpence@FortifiedTelecom.com // 404-655-6454
Verizon Wireless will adhere to the following criteria:

Sec. 14-133. - Permitted uses.

a. Telecommunications facilities are permitted only within the following zoning districts:

1. The attachment of antennae and related equipment to an existing tower or alternative tower structure shall be permitted in all zoning districts; provided, however, that the existing freestanding nonresidential structure other than a tower on which such antenna will be placed is 50 feet in height or greater and the antenna will add no more than 20 feet to the height of said existing structure.

2. Monopole towers shall be permitted as a matter of right within Highway Commercial (B-3) and industrial (1-1) districts, and as a conditional use in the General Commercial (B-2), Agricultural Residential (AR-1), and Agricultural Residential (AR-2) zoning districts.

3. Guyed and lattice towers and tower farms shall be permitted as a matter of right within the Highway Commercial (B-3) and industrial (1-1) zoning districts, and as a conditional use in the General Commercial (B-2), Agricultural Residential (AR-1), and Agricultural Residential (AR-2) zoning districts.

4. Monopole towers may be permitted in planned unit development districts, subject to a finding by the planning board and the board of commissioners that such use is compatible with the approved development plan.

b. Conditional Uses. The standards and procedures for granting and denying a conditional use request in article VII of the county zoning ordinance shall be applicable to this article. In addition to the standards prescribed in said article VII, the following provisions shall govern a conditional use decision:

1. If the tower or antenna is not a permitted use under subsection (a) above, then a conditional use shall be required for the construction of a tower or the placement of an antenna in specified zoning districts.

2. In granting a conditional use the board of commissioners may impose conditions to the extent the board of commissioners concludes such conditions are necessary to minimize any adverse effect of the proposed tower on adjoining properties.

3. Information required. Each applicant requesting a conditional use under this article shall submit a scaled site plan and other supporting drawings,
calculations, and other documentation, signed and sealed by appropriate licensed professionals, showing information concerning topography, radio frequency coverage, tower height requirements, setbacks, driveways, fencing, landscaping, adjacent uses, and other information deemed necessary by the board of commissioners.

4. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical, shall be certified by a licensed professional engineer.

c. **Prohibitions.** No new tower shall be permitted unless the applicant adequately demonstrates that neither an existing tower suitable for colocation nor a suitable alternative tower structure is available within the geographic area required to meet the applicant's engineering requirements. See attached Exhibit 7, RF Propagation Summary and Exhibit 6, RF support letter. In addition, a search of the FCC's antenna structure registration website revealed no existing structures within 2 miles.

Sec. 14-134. - **Development standards.**

a. **Structural Design.** New Communication towers and increasing size or height to existing towers shall be constructed in accordance with all applicable Building Codes and shall meet or exceed current standards and regulations of all applicable Federal, State and Local authorities.

1. **Maintenance.** To ensure the structural integrity of communication towers, the owner of a communication tower shall be in compliance with all applicable local, state and federal maintenance standards for communication towers.

b. **Setbacks and separations.** Telecommunications facilities shall comply with the following standards. However, existing alternative tower structures which are conforming uses within the zoning district in which they are located are exempted from the minimum setback and separation requirements of this section.

1. Communication tower setbacks must be located at a minimum horizontal distance of 1.2 times the length of the complete tower including the highest antenna, measured from the bottom of the tower to the very top of the highest antenna to an existing structure or property line, or in case of a break-away monopole tower, the setback distance shall be 1.2 times the length of the break-away portion of the monopole type tower. Towers placed inside a Subdivision, within 750' feet of residence, shall only be a Monopole type tower or a
Carrouliaged Monopole type tower, to blend in with a building or similar or "Monopole Treeter" that will blend in with the trees in a forested area.

Exhibit 2. Break point of 200ft equals a setback of 240ft, closest property line is 255ft.

2. Guyed and latticed towers shall be a minimum distance of 1,000 feet from any residential structure or public use, excluding street rights-of-way and public access easements. Requesting Variance approval, closest residence, not owned by parcel owner, is ~950 feet.

3. Guy wires with support anchors are required to meet all setback requirements. Support anchors for guy wires must be protected with a concrete abutment, 2' x 2' and at a height of two (2) feet above the finish grade and depth of 2 feet below the ground surface or similar approved by the County Engineer.

4. Except as otherwise specified in this article, all telecommunications towers and accessory structures and uses shall comply with development setbacks as required by the zoning district in which the tower is to be located.

5. Telecommunications towers shall not be permitted within a 1,000-foot radius of another telecommunications tower except within tower farms. No other towers are within 2 miles.

6. Telecommunications towers shall be set back not less than 100 feet from any property line adjacent to a right-of-way or approved access easement. Tower is more than 250 feet from any property line or right-of-way.

7. Building height limitations in the zoning districts in which a telecommunications facility or alternative tower structure is located shall not apply to such facilities and structures; provided, however, sound engineering evidence must demonstrate that proposed tower height is the minimum necessary to achieve parity. See Exhibits 6 and 7, RF support letter and RF propagation documents.

c. Regulatory compliance

1. All towers and antennae must meet or exceed current standards and regulations as set forth by the FAA, the FCC and any other agency of the state or federal government with the authority to regulate communication towers and antennae. If said standards and regulations are modified then the owners of the communication towers and antennae governed by this article shall bring such communications towers and antennae into compliance with such revised
standards and regulations within six months of the effective date of such standards and regulations, unless a more stringent compliance schedule is mandated by the controlling federal or state agency. **FCC Antenna Site registration and FAA finding of no hazard are supplied as Exhibits 4 and 5.**

2. Tower owners shall provide documentation showing that each communication tower is in compliance with all federal and state requirements. Evidence of compliance must be submitted every 12 months.

d. **Security.** A chain link fence or wall not less than eight (8) feet in height, from finished grade equipped with an appropriate anti-climbing device shall be provided around each communication tower, or the communication center. Access to the tower(s) shall be through a locked gate. Damaged fencing must be repaired or replaced within 30 days from when the damage occurred. Exhibit 3, page C-7.

e. **Lighting.** No illumination is permitted on an antenna or tower unless required by the FCC, FAA, or other state or federal agency of competent jurisdiction in which case the administrator may review the available lighting alternatives and approve the design that would cause the least disturbance. Exhibit 5 details FAA lighting directives.

f. **Signs and Advertising.** Neither the tower nor the tower site shall be used for advertising purposes nor contain any signs for the purpose of advertising. A small sign may be placed on the entrance gate not to exceed four (4) square feet in total area. All signage must be in accordance with Effingham County Ordinances. **Signage is detailed on Exhibit 3, page C11.**

g. **Visual Impact.**

1. Communication towers shall follow FAA painting requirements or FAA published standards for finish color. **Applicant will comply with standards.**

2. Towers shall be the minimum height necessary to provide parity with existing similar tower supported antenna, and shall be freestanding where the negative visual effects are less than would be created by use of a guyed tower. **See Exhibit 6, RF Support letter and tower is a Lattice type.**

h. **Landscaping.** Landscaping shall be used to screen the view of the tower compound from adjacent public ways, public property, and residential property and shall consist of the following:

1. A landscaped buffer area a minimum of ten feet in width shall be maintained around the exterior of the security fencing.
2. The buffer area is to consist of materials of the evergreen variety which can be expected to grow to form a continuous hedge of at least five feet in height within two years of planting.

3. Native vegetation on the site shall be preserved to the greatest practical extent. The applicant shall provide a site plan showing existing significant vegetation to be removed, and vegetation to be replanted to replace that which was lost.

4. Trees and scrubs in the vicinity of the guy wires shall be of a kind that would not exceed 20 feet in height or would not affect the stability of the guys, should they be uprooted, and shall not obscure visibility of the anchor from the transmission building or security facilities and staff/maintenance.

5. In lieu of these standards, the administrator may allow use of an alternate detailed plan for landscape and screening, however, such plans must be prepared by a registered landscape architect and satisfy the requirements of this subsection, except cases in which lesser requirements are desirable for adequate visibility for security purposes and/or for continued operation of existing bona fide agricultural or forest uses such as farms, nurseries, and tree farms. In certain locations where the visual impact of the tower would be minimal, such as remote agricultural or rural locations or developed heavy industrial areas, the landscaping requirements may be reduced or waived by the administrator.

Exhibit 3, page L1 depicts landscaping of tower compound. Applicant is requesting Board consider utilization of existing screening on parcel.

i. Principal, accessory, and joint uses.

1. Accessory structures used in direct support of a tower shall be allowed but not used for offices, vehicle storage, or other outdoor usage. Mobile or immobile equipment not used in direct support of a tower facility shall not be stored or parked on the tower site, unless repairs to the tower and/or related equipment are being made. Applicant acknowledges.

2. Towers may be located on sites containing another principle use in the same buildable area. As long as all of the other siting, setback, separation, and general requirements of this article are met, towers may occupy a parcel meeting the minimum lot size requirements for the zoning district in which it is located. The minimum distance between a tower and other principal use located on the same lot shall be for a monopole or lattice tower the greater of 20 percent
of the tower height or 25 feet and for a guy tower the greater of 100 percent breakpoint or 25 feet. If applicant's engineer certifies a fall zone or separation greater than listed above, the engineer's specification governs. The aforementioned separation requirements are required to assure compatibility of land uses and to provide for the health, safety, and welfare of individuals and structures occupying the same site. **No other land use currently exists.**

3. Joint use of a site is prohibited when a proposed or existing principal use includes the storage, distribution, or sale of volatile, flammable, explosive, or hazardous materials, including but not limited to propane, gasoline, natural gas, and dangerous chemicals. **No other land use currently exists.**

j. **Historic sites** Telecommunications facilities shall not be attached to the facade or parapet of any architecturally or historically significant building or structure located in a recognized historical area. Antennae shall be permitted only on rooftops of buildings and structures a minimum of 50 feet in height, provided that such attachments shall not be visible from adjacent pedestrian walkways or streets, do not adversely impact the structural integrity or significance of the building or structure, and so long as the addition of said antenna adds no more than 20 feet to the height of the structure. **N/A.**

k. **Adherence to FAA regulations.** The passage of the ordinance from which this article derives requires adherence to Part 77 of the Federal Aviation Regulations and that all placement of towers and antennae must be approved by the FAA before a building permit or placement is allowed. This approval is generally granted by the completion of form "FAA Form 7460-1 Notice of Proposed Construction or Alteration" or its equivalent. **See exhibit 3, FAA Determination of no hazard.**

Sec. 14-135. - **Shared use/co-location.**

New telecommunications tower sites shall be developed with the capacity to provide shared use or colocation among two or more providers. New telecommunications towers designed for multiple providers shall be encouraged.

1. **Applicants** for new telecommunications tower construction shall document specific intent to permit the shared use/co-location of such facilities with the apparatus/equipment of other commercial wireless telecommunications providers. All applicants shall identify how the applicant will make available such shared use/co-location of the tower and site, including the identification of space suitable for additional
equipment. Applicant is constructing a tower that will support 3 more providers.

2. Applicants for telecommunications towers in locations where there is not technically available space for colocation or shared use shall demonstrate in writing to the development services department that no existing tower or alternative tower structure can accommodate the proposed antenna. Evidence submitted to demonstrate that no existing tower or alternative tower structure can accommodate the proposed antenna shall consist of any of the following documentation:

a. No existing telecommunications facilities or alternative tower structures are located within the geographic area necessary to meet the applicant's engineering requirements. **No existing tower within 2 miles of search ring.**

b. Existing telecommunications facilities or alternative tower structures have insufficient height and cannot be modified to accommodate the applicant's engineering requirements.

c. Existing telecommunications facilities or alternative tower structures do not possess sufficient structural integrity or strength and cannot be modified in such a manner that would support the proposed antenna and related equipment.

d. The proposed antenna would cause interference with the antennae on the existing tower or alternative tower structure, or the antennae on the existing tower or alternative tower structure would cause interference with the applicant's proposed antenna.

3. Applicants for telecommunications towers in locations where there is not financially feasible available space for shared use/colocation shall demonstrate in writing to the development services department that the fees, costs, or contractual provisions required by the owner in order to share an existing tower or alternative tower structure or to adapt an existing tower or alternative tower structure for shared use/colocation exceed 60 percent of the cost of construction of a new telecommunications tower.

4. Alternative tower structure (accessory use). The construction of a tower as an accessory use to a principal use (alternative tower
structure) in a zoning district not permitting wireless telecommunications
towers shall comply with the following:

a. Written documentation shall be provided explaining the need for
such tower, how the proposed tower relates to the primary purpose
and function of the principal use and identifying the location of the
alternative tower structure’s antenna on the proposed tower.

b. The accessory tower shall be maintained for the needs of the
alternative tower structure. An accessory tower use shall not be
exclusively used for the leasing of space to commercial interests.

c. The principal use (alternative tower structure) and the accessory tower
shall be under the same ownership.

d. The construction of accessory towers for leasing to commercial
interests shall be prohibited on properties where the alternative
tower structure is scheduled to be closed or changed into a use
that would not permit antenna placement.

e. Such accessory towers shall be monopoles not exceeding height
recommendations stated in the applicant’s engineering requirements.

Sec. 14-137. - Application procedures.

Application for a building permit for any communication tower or use of an
alternative tower structure shall be made to the administrator. An application will not
be considered unless it contains the following:

1. An inventory of the applicant’s existing towers that are either within the
jurisdiction of the governing authority or within one mile of the border thereof,
including detailed information as to the location, height, and design of each
tower.

2. A Site plan or plans to scale specifying the proposed location and dimensions of
tower(s), size of accessory buildings or uses, access, easements, fences, existing
structures within two hundred and fifty (250’) feet of the proposed site on the
property on which the tower will be located including the access drive and the
intersection with the public street or county road system, landscaping plans,
existing and adjacent land uses, and a utilities inventory indicating the location
of all drainage, power lines and other items impacting the proposed tower site.
3. An inventory of public and private airstrips and farmland, including tower site distance from such properties and facilities.

4. A report from a professional structural engineer licensed in the state, documenting the following:
   a. Tower height and design, including technical, engineering, economic, and other pertinent factors governing selection of the proposed design.
   b. Total anticipated structural capacity of the tower, including number and types of antennas which can be accommodated.
   c. Evidence of the structural integrity of the tower.
   d. Failure characteristics of the tower and demonstration that site, setbacks, and separation distances are of adequate size and distance. Exhibit 2, Fall zone letter from manufacturer.

5. Written statements from the FAA, FCC, and any appropriate state review authority stating that the proposed tower complies with regulations by that agency or that the tower is exempt from those regulations. Exhibit 4 and 5.

6. Evidence of the lack of space on all suitable existing towers to locate the proposed antenna and of the lack of space on existing tower sites to construct a tower for the proposed antenna. No existing structures.

7. A list of all adjacent property owners and mailing addresses when variances are required or requested for new tower construction. Exhibit 8.

8. Any other information may be requested by the administrator to accurately evaluate and review the application and the potential impact of a proposed tower and/or antenna.

Sec. 14-138. - Variances.

a. The planning board may recommend that the board of commissioners grant a variance from the requirements of this article upon a finding that such variance would:

   1. Be necessary because of the location of existing land uses or other features on or adjacent to the telecommunications facility location site. A variance is required due to proximity to residences.

   2. Be necessary due to geography, topography, or other unusual conditions. Prevalence of wetlands.
3. Be consistent with the character of the area.
4. Have a minimal visual impact on adjacent properties.
5. Not be contrary to the purposes and intent of these regulations.
6. Not be detrimental to existing or proposed land uses.
7. Serve public purposes to a degree equal to or greater than the standards replaced.
8. Accommodate shared use or colocation of telecommunications facilities. Tower will be built to support multiple telecommunications providers.

b. Variance. The standards and procedures for granting and denying a variance request in article VII of the Effingham County zoning ordinance shall be applicable to this article.

Sec. 14-139. - Removal of antennae and towers.

a. Any telecommunications facility found not to be in compliance with these regulations or found to constitute a danger to persons or property, shall, upon notice, be brought into compliance or removed within 90 days. Any tower or antenna that is not in use for 12 consecutive months shall be considered abandoned and the owner of such tower or antenna shall remove the same within 90 days of receipt of notice from the administrator. Owners of telecommunications towers shall provide the administrator with a copy of any notice to the FCC concerning the intent to cease operations. The copy shall be given to the administrator at the same time that such notice is submitted to the FCC.

b. If the owner of an abandoned tower or antenna wishes to use such abandoned tower or antenna, the owner first must apply for and receive all applicable permits and meet all conditions of this article as if such tower were a new tower or antenna.

Sec. 14-140. - Pre-existing towers/nonconforming uses.

a. All communication towers legally existing at the effective date of this ordinance shall be considered legal non-conforming uses and will be allowed to continue their usage as they presently exist; provided however, any structural modifications (adding to the height of an existing tower of more than fifty (50)
feet), shall comply with the requirements of this Ordinance and other applicable County Ordinances.

b. A communication tower that has received county approval in the form of a building permit or conditional use exception, but has not yet been constructed or placed in operation, shall be considered an existing tower so long as such approval is current and not expired.

Sec. 14-141. - Enforcement.

a. Provisions of article declared to be minimum requirements. In their interpretation and application, the provisions of this article shall be held to be the minimum requirements adopted for the promotion of public health, safety, and general welfare.

b. Penalties for violation:

1. Any person or entity that violates any provision of this article or fails to comply with the requirements thereof shall, upon conviction, be fined not more than $1,000.00 or imprisoned in the county jail for not more than 60 days or both, and in addition pay the cost of such action. Each day such violation continues shall be considered a separate offense. The owner, lessee, or other person who commits or participates in, assists in, or maintains any such violation may each be found guilty of a separate offense and suffer the penalties herein provided.

2. If any structure is or is proposed to be erected, constructed, reconstructed, altered, converted, or maintained, or any structure or lot is proposed to be used in violation of this article, the board of commissioners, planning board, county manager, county attorney, building official, zoning administrator, or other authorized county officer or employee, may institute an action seeking a restraining order, temporary or permanent injunction, mandamus, or other appropriate action.

Sec. 14-142. - Public safety telecommunications.

a. Towers erected by a governmental entity for police, fire, EMS, 911, or other similar public safety telecommunications shall be exempt from the requirements of this article.

b. Commercial telecommunications providers shall give priority to and make reasonable efforts to accommodate requests by governmental entities for tower
space needed for public safety telecommunications. If such a request is denied, the commercial telecommunications provider shall reasonably demonstrate why it is not feasible to grant the request.

Sec. 14-143. - Liability.

This article is remedial in nature and shall be construed to secure such beneficial interests and purposes thereof, which are public safety, health, and general welfare. This article shall not be construed as imposing upon the board of commissioners or any of its employees or agents any liability or responsibility for damages to any person or property in any way caused by or connected with a tower, antenna, or telecommunications facility governed by this article. Nor shall the governing authority or any of its employees or agents be held as assuming any such liability or responsibility by reason of inspections conducted or permits granted, denied, or approved.

Sec. 14-144. - Miscellaneous.

a. Exemptions. Antennae or towers located on property owned, leased, or otherwise controlled by the board of commissioners shall be exempt from the requirements of this ordinance, provided a license or lease authorizing such antenna or tower has been approved by the board of commissioners.

b. Severability. If any section, subsection, sentence, clause, phrase, or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

c. Repeal of laws in conflict. This article supersedes all ordinances or parts of ordinances adopted prior hereto which are in conflict herewith, to the extent of such conflict.

d. Effective date. This article shall take effect immediately upon adoption.
FCC Registration Number (FRN): 0007609324

ATTN: Network Regulatory
Verizon Wireless of the East LP
5055 North Point Pkwy
NP2NE Network Engineering
Alpharetta, GA 30022

Antenna Structure Registration Number
1317194

Issue Date
11/17/2020

Location of Antenna Structure
2441 Corinth Church Rd - 15206965
Clyo, GA 31303

County: EFFINGHAM

Ground Elevation (AMSL)
31.0 meters

Overall Height Above Ground (AGL)
80.7 meters

Overall Height Above Mean Sea Level (AMSL)
111.7 meters

Latitude
32-30-49.4 N

Longitude
081-20-45.7 W

NAD83

Center of Array Coordinates
N/A

Type of Structure
LTOWER
Lattice Tower

Painting and Lighting Requirements:
FAA Chapters 4, 8, 12

Paint and Light in Accordance with FAA Circular Number 70/7460-1L

Conditions:

This registration is effective upon completion of the described antenna structure and notification to the Commission. YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT, please file FCC Form 854. To file electronically, connect to the antenna structure registration system by pointing your web browser to http://wireless.fcc.gov/antenna. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and display your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.
You must comply with all applicable FCC obstruction marking and lighting requirements, as set forth in Part 17 of the Commission's Rules (47 C.F.R. Part 17). These rules include, but are not limited to:

**Posting the Registration Number:** The Antenna Structure Registration Number must be displayed in a conspicuous place so that it is readily visible near the base of the antenna structure. Materials used to display the Registration Number must be weather-resistant and of sufficient size to be easily seen at the base of the antenna structure. Exceptions exist for certain historic structures. See 47 C.F.R. 17.A(g)-(h).

**Inspecting lights and equipment:** The obstruction lighting must be observed at least every 24 hours in order to detect any outages or malfunctions. Lighting equipment, indicators, and associated devices must be inspected at least once every three months.

**Reporting outages and malfunctions:** When any top steady-burning light or a flashing light (in any position) burns out or malfunctions, the outage must be reported to the nearest FAA Flight Service Station, unless corrected within 30 minutes. The FAA must again be notified when the light is restored. The owner must also maintain a log of these outages and malfunctions.

**Maintaining assigned painting:** The antenna structure must be repainted as often as necessary to maintain good visibility.

**Complying with environmental rules:** If you certify that grant of this registration would not have a significant environmental impact, you must nevertheless maintain all pertinent records and be ready to provide documentation supporting this certification and compliance with the rules, in the event that such information is requested by the Commission pursuant to 47 C.F.R. 1.1307(d).

**Updating information:** The owner must notify the FCC of proposed modifications to this structure; of any change in ownership; or within 33 days of dismantlement of the structure.

You can find additional information at [insert link] or by calling (877) 480-3201 (TTY 717-338-2824).
### PANEL SCHEDULE - VERIZON INTEGRATED LOAD CENTER

<table>
<thead>
<tr>
<th>Load Served</th>
<th>Circuit Bar #</th>
<th>Circuit Bar #</th>
<th>Phase</th>
<th>Circuit Bar #</th>
<th>Phase</th>
<th>Circuit Bar #</th>
<th>Phase</th>
<th>Load (kVA)</th>
<th>Circuit Bar #</th>
<th>Circuit Bar #</th>
<th>Phase</th>
<th>Circuit Bar #</th>
<th>Phase</th>
<th>Load (kVA)</th>
<th>Load Served</th>
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<tr>
<td>RECTIFIER 1</td>
<td>2.13</td>
<td>2P-30</td>
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<td>2</td>
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<td>GEN BLOCK HEATER</td>
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**LOAD SUMMARY**

<table>
<thead>
<tr>
<th>Load Description</th>
<th>Connected Load (kVA)</th>
<th>Demand Factor</th>
<th>Total Connected (kVA)</th>
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<tbody>
<tr>
<td>RECTIFIERS/EQUIP</td>
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<tr>
<td>LARGEST MOTOR</td>
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<tr>
<td>ALL OTHER MOTORS</td>
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<tr>
<td>LIGHTING</td>
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<td>DUPLEX RECEPTACLES</td>
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<tr>
<td>TOTAL MISCELLANEOUS</td>
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</tr>
</tbody>
</table>

**Total Power per Phase:** 15.32 kVA  
**Total Demand Current per Phase:** 127.57 kA  
**Total Load Power:** 30.73 kVA  
**Generator Load:** 25.98 kVA

**NOTE:** CIRCUIT LOAD AND DEMAND FACTOR PROVIDED BY VERIZON  
**NOTE:** CHARGER LOAD REMOVED AND HEATER LOAD DEMAND FACTOR REDUCED TO 1.00 DURING GENERATOR OPERATION.
1. DRIP LOOP DETAIL
   ET7  NOT TO SCALE

2. TYPICAL TRENCH DETAIL
   ET7  NOT TO SCALE

NOTES
1. IF GROUND SURFACE IS OTHER THAN NEWLY GRAVED AREA, CONTRACTOR IS TO RESTORE TO ORIGINAL CONDITION.
2. PROVIDE PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
3. PROVIDE SCHEDULE 40 OR SCHEDULE 80 PVC CONDUIT & ELBOWS AT STUB UP LOCATIONS (I.E., POLES, EQUIPMENT, ETC.).
4. PROVIDE SCHEDULE 80 PVC CONDUIT BELOW PARKING LOTS AND ROADSIDE.
1. GROUND ROD TEST WELL DETAIL  
   NOT TO SCALE  

2. GROUND ROD INSTALLATION DETAIL  
   NOT TO SCALE  

- Threaded 8" diameter schedule 40 PVC plug.  
- Finished grade.  
- Crushed aggregate, see civil drawings for details.  
- Loop ground ring into test well.  
- Compacted backfill.  
- 8" diameter schedule 40 PVC pipe with vertical slot to allow pipe placement thru ground ring.  
- #2 and bare solid tinned copper ground ring, exothermic weld to ground rod.  
- 6" of crushed aggregate.  

- Crushed aggregate, see civil drawings for details.  
- Finished grade.  
- Exothermic weld, seal with two (2) coats of cold galvanized paint.  
- #2 bare solid tinned copper ground ring, exothermic weld to ground rod.  
- 5" x 10" copper clad ground rod.  
- Placement of ground rod shall not exceed 30 degrees from vertical.
BAR NONE GROUNDED BEAM CLAMP (TDSGA-BC14)

NOT TO SCALE

#6 AWG INCOMING GROUNDING CONDUCTORS FROM COAX GROUNDING NUTS (FOR TOWER TOP GROUNDING OCCURS ONLY ON GUARD TOWERS, OR ON OTHER STRUCTURES WHERE REQUIRED TO ACHIEVE 75 FT MAXIMUM DISTANCE BETWEEN COAX GROUNDING LOCATIONS.)

CUBE GROUND BARS ON ANTENNA TOWER, ISOLATE FROM TOWER.

BAR NONE POST MOUNTED (TDSGA-PA14)

NOT TO SCALE

BAR NONE INSULATED (TDSGA-WB17)

NOT TO SCALE

ANTENNA GROUND WIRE INSTALLATION DETAIL

NOT TO SCALE

NOTES:
1. ALL CUBE GROUND BARS ON TOWER ARE TO BE ERICO TOSGA, TYPICALLY USE TOSGA-MBP ISOLATED FROM UNSTRUCT BRACKET.
2. IF CUBE CANNOT BE CONNECTED TO TOWER WITH #2 AWG GROUNDING CONDUCTOR, USE CLAMP OR ENSURE 1/4 IN. MANDREL, THEN RUN #2 AWG BLACK GROUND LEAD FROM CUBE DOWN TO NEXT LOWER CUBE, SECURE GROUND LEAD WITH NON-METALIC TIES AT SAME SPACING AS COAX SUPPORTS.

TINNED COPPER LONG-BARREL DOUBLE-LUG CONNECTOR, TYPICAL.
STAINLESS STEEL HARDWARE, TYPICAL.
STAINLESS STEEL SPACER, TYPICAL.
STAINLESS STEEL BEAM CLAMP, TYPICAL.
STAINLESS STEEL HARDWARE, TYPICAL.
TINNED COPPER LONG-BARREL DOUBLE-LUG CONNECTOR, TYPICAL.
STAINLESS STEEL HARDWARE, TYPICAL.
STAINLESS STEEL SPACER, TYPICAL.
STAINLESS STEEL HARDWARE, TYPICAL.
Coverage Objectives

- Power of surrounding sites is at maximum capability.
- Low band sites of all surrounding sites are at minimum setting.

To improve the area of concern, before considering this site, the search area in addition to Verizon Wireless made every attempt to optimize the existing assets dropped calls and data connections. There were no known or planned antenna structures within the search area for this new site was approximately one mile in diameter, in order to improve service area slider.

Facility will greatly improve wireless service to the nearby residences and roads shown in the coverage along Ciny Killdeer Rd as shown in the proposed service area slider. The proposed strategically located to enable Verizon Wireless to provide reliable voice and broadband data. The proposed telecommunications facility proposed to be located on Corinth Church Road.
Search Areas shown to the left in red:

- AWS 3-BAND (VWCW9835)
- AWS 3-H-BAND (VWCW9839)
- AWS F2-BAND (VWC2FA16)
- AWS F-BAND (VWC2FA16)
- AWS BS-BAND (VWC2GBB2)
- AWS BR-BAND (VWC2GBB2)
- PCS BS-BAND (WUL7988)
- Cellular B-BAND (WKEN481)
- Cellular A-BAND (WKEN479)
- WC109690
- Upper 700 MHz C-BAND
  Spectrum is FCC Call Signs

Composed of any unauthorized persons or vessels to enter onto or remain upon the premises. For your safety, please respect the boundaries.
Item XVII. 20.
Existing Verizon's Assets:

Item XVII. 20.
July 15, 2021

Teresa Concannon, AICP
Effingham County Planning and Zoning Manager
601 N Laurel Street
Springfield, GA 31329

Re: Application for Conditional Use Permit, proposed Tower Location: 2441 Corinth Church Rd, Clyo, GA 31303

Ms. Concannon,

The proposed 255-foot telecommunications facility proposed to be located at 2441 Corinth Church Rd, Clyo is strategically located to enable Verizon Wireless to provide reliable voice and broadband data coverage to this surrounding area of northeast Effingham County. As indicated on the accompanying exhibits, the proposed facility will greatly improve wireless service coverage on to the residential and agribusiness area northwest of Clyo.

The proposed tower height is the minimum height needed to properly provide improved rural coverage and accommodate anticipated future growth for wireless demand in this area. The proposed facility will allow Verizon Wireless to mount cellular antennas at a height of 250 feet above ground level (351.7 feet above mean sea level), which is critical to achieve quality coverage and indoor-level service quality in this portion of rural Effingham County. The location of this additional coverage site will also enable Verizon Wireless to provide additional calling and data resources that might be needed in the event of an emergency.

Verizon Wireless made every attempt to utilize any existing structures to meet the network design goals. There are no known, registered antenna structures within 2.0 miles of any edge of the search area. There were also no known, registered antenna structures within 2.0 miles of the selected candidate radius.

Verizon Wireless provides Commercial Mobile Radio Services ("CMRS") under licenses granted by the Federal Communications Commission ("FCC"). Pursuant to these licenses, Verizon Wireless is authorized to provide CMRS and operate a CMRS network in many geographic areas throughout the nation, including Jackson County, GA. The FCC exclusively regulates all technical aspects of Verizon Wireless' operations and network and preempts all state and local regulation of radiofrequency transmissions. The FCC rules protect co-channel and adjacent licensees against harmful interference. The proposed facility will be designed and built-in compliance with all applicable FCC
requirements. The following points cover Verizon Wireless’ practices pertinent to complying with the FCC requirements:

1. Verizon Wireless locates its transmitting antenna(s) in order to maximize vertical and horizontal separation from other operator’s systems to minimize interference potential.
2. All operating hardware at the site is type-accepted by the FCC as far as emission levels within our licensed frequency band in addition to spurious emissions outside of our frequency band.
3. The power levels generated by the base station hardware and corresponding effective radiated power (ERP) from the transmit antenna(s) are within the limitations specified by Part 22 (for cellular), Part 24 (for PCS), or Part 101 (for microwave) of the Commission’s Rules.
4. Intermodulation studies are prepared and analyzed considering all other wireless carriers on our tower to ensure no mixing of frequencies will create harmful interference to or from our wireless system.


The FCC developed the RF standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The FCC provides information about the safety of radio frequency (RF) emissions from cell towers on its website at: https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety.

Please refer to the FCC Office of Engineering and Technology Bulletin 65 and the attached Verizon Wireless RF Brochure for information on RF exposure guidelines, RF safety, and landlord responsibilities.

For the above-mentioned reasons, the Verizon Wireless Network Team respectfully requests approval of the Special Use permit application to allow the proposed 255-foot telecommunications facility, which will allow Verizon Wireless to continue to provide the most reliable wireless network to the citizens and businesses of Pendergrass and Jackson County. Thank you for your thoughtful consideration of this request.

Sincerely,

Rachid Grib
RF Design Engineer – Alpharetta, GA
Verizon Wireless
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022

Item Description: Verizon Wireless as Agent for Robert Wayne Edwards Jr. requests a conditional use for a 255’ telecommunication tower in AR-1. Located at 2441 Corinth Church Road, zoned AR-1.

Summary Recommendation Map# 336 Parcel# 4
Staff has reviewed the application, and recommends approval of the request for a conditional use for a telecommunications tower in the AR-1 zoning district, with conditions.

Executive Summary/Background
- Section 14-133(3) Telecommunications Regulations, permits lattice towers in AR-1 as a conditional use.
- Pursuant to section 5.1.2.11, telecommunications towers may be permitted in AR-1, in accordance with the provisions of section 7.1.6 on a conditional basis.
- Section 7.1.6 provides the following factors for consideration:
  - Shall not adversely affect economic values or physical appearance of the surrounding areas;
  - The proposed tower site is on a 23.76-acre parcel, set back ~850’ from Corinth Church Road.
  - Physical and environmental effects;
  - The tower meets all federal requirements.
  - Buffer zones; and Additional space for parking, landscaping, building, loading zones, and setbacks, to protect adjacent structures or lots from adverse impact.
  - The tower site meets all county requirements.
- The applicant’s objectives are to provide reliable voice and broadband data coverage along Clyo Kildare Rd. There are no known antenna structures within a two-mile radius. The proposed tower will support three additional providers, and will be located 255’ from property line, which is 150’ more than required.
- At the December 20 Planning Board meeting, Alan Zipperer made a motion to approve the request for a conditional use for a telecommunications tower in the AR-1 zoning district, with the following conditions:
  1. Applicant will confirm that the nearest tower on Clyo-Kildare Road (309-13CEL) is unavailable or unusable for co-location.
  2. Variance to locate the lattice tower less than 1000’ from nearest residence is approved by the Board of Commissioners.
  3. The telecommunications lease area will be shown on a plat.
  4. The telecommunications tower site shall meet the requirements of the Effingham County Telecommunications Regulations.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve request for conditional use to allow for a telecommunications tower in the AR-1 zoning district, with the following conditions:
   1. Applicant will confirm that the nearest tower on Clyo-Kildare Road (309-13CEL) is unavailable or unusable for co-location.
   2. Variance to locate the lattice tower less than 1000’ from nearest residence is approved by the Board of Commissioners.
   3. The telecommunications lease area will be shown on a plat.
   4. The telecommunications tower site shall meet the requirements of the Effingham County Telecommunications Regulations.
2. Deny the request for conditional use to allow for a telecommunications tower in the AR-1 zoning district.

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. 336-4
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 336-4

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, VERIZON WIRELESS as agent for ROBERT WAYNE EDWARDS, JR., has filed an application for a conditional use to construct a telecommunications tower in AR-1; map and parcel number 336-4, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on January 4, 2021 and notice of said hearing having been published in the Effingham County Herald on December 15, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 1, 2021; and

IT IS HEREBY ORDAINED THAT a conditional use to construct a telecommunications tower in AR-1; map and parcel number 336-4, located in the 3rd commissioner district is approved, with the following conditions:

1. Applicant will confirm that the nearest tower on Clyo-Kildare Road (309-13CEL) is unavailable or unusable for co-location.
2. Variance to locate the lattice tower less than 1000’ from nearest residence is approved by the Board of Commissioners.
3. The telecommunications lease area will be shown on a plat.
4. The telecommunications tower site shall meet the requirements of the Effingham County Telecommunications Regulations.

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: January 4, 2022

Item Description: Paul Ahrens requests a variance to waive the 150’ lot frontage required for an AR-1 zoned parcel. Located at 1445 Old Dixie Highway, zoned R-1/proposed zoning AR-1.

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to waive the 150’ lot frontage required for an AR-1 zoned parcel, with conditions.

Executive Summary/Background
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  - That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
  - That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- The timber tract is landlocked without the parcel that fronts on Old Dixie Hwy.
- The owner plans to combine the parcels for CUVA, and have access to Old Dixie Hwy, which is a county-maintained road.
- At the December 20 Planning Board meeting, Brad Smith made a motion to approve the request for a variance to waive the 150’ lot frontage required for an AR-1 zoned parcel, with the following conditions:
  1. A single culvert will access Old Dixie Hwy.
  2. If the property is subdivided in the future, any lots accessing Old Dixie Hwy must have a shared maintenance agreement or shared access easement to the driveway accessing Old Dixie Hwy.
- The motion was seconded by Michael Larson, and carried unanimously.

Alternatives
1. Approve request to waive the 150’ lot frontage required for an AR-1 zoned parcel, with the following conditions:
   1. A single culvert will access Old Dixie Hwy.
   2. If the property is subdivided in the future, any lots accessing Old Dixie Hwy must have a shared maintenance agreement or shared access easement to the driveway accessing Old Dixie Hwy.
2. Deny request to waive the 150’ lot frontage required for an AR-1 zoned parcel

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

**ATTACHMENT A - VARIANCE APPLICATION**

Application Date: 11/12/2021

Applicant/Agent: Paul K. Ahrens

Applicant Email Address: PAhrens602@yahoo.com

Phone #: 912-844-4907

Applicant Mailing Address: 106 Dogwood Circle

City: Rincon State: GA Zip Code: 31326

Property Owner, if different from above: Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): 

Phone #: 

Owner's Mailing Address: 

City: State: Zip Code: 

Property Location: 1445 Old Dixie Hwy, Springfield 31339

Name of Development/Subdivision: 

Present Zoning of Property: R-1 Tax Map-Parcel #: 364A-86 Total Acres: .9

**VARIANCE REQUESTED** (provide relevant section of code): 5.1.4

Describe why variance is needed: The property needs to be rezoned to AR-1 to be combined and serve as access to an adjoining parcel. Property has 100' of road frontage, so does not conform to 150' required in AR-1

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

Applicant Signature: Paul K. Ahrens Date Nov-16-2021
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date August 26, 2021 on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2717 page 99-100.

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

Owner's signature ____________________________
Print Name ____________________________

Owner's signature ____________________________
Print Name ____________________________

Owner's signature ____________________________
Print Name ____________________________

Sworn and subscribed before me this ______ day of _______________ , 20 ________

_____________________________________
Notary Public, State of Georgia
JOINT TENANCY WITH SURVIVORSHIP
WARRANTY DEED

STATE OF GEORGIA,

COUNTY OF EFFINGHAM

This Indenture made this 16th day of August, 2021 between Peukos Land and Timber LLC, a Georgia limited liability company, as party or parties of the first part, hereinafter called Grantor, and Paul K. Ahrens and Kathleen E. Ahrens, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" 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 Grantees, as joint tenants and not 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, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, containing 139.70 acres, as shown and more particularly described on that certain map or plat made by J. Dean Gowan, R.L.S. No. 6, dated September 14, 1955, recorded in Map Book 1, Page 203, 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 same property conveyed by Limited Warranty Deed from Plum Creek Timberlands, L.P. to Peukos Land & Timber, LLC, dated December 16, 2013, recorded in Deed Book 2225, Page 945, aforesaid records.

AKA: OLD DIXIE HIGHWAY, SPRINGFIELD, GA 31329

PIN#: 03640-031-000

AND ALSO: All that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, containing 90 acres, more or less, as shown and more particularly described as Lot 36, Old Dixie Estates, Subdivision 1, on that certain map or plat made by Adolph N. Michels, Georgia Registered Surveyor, dated February 8, 2006, recorded in Plat Cabinet C, Page 114-E1, 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 a portion of the same property conveyed by Limited Warranty Deed from Heritage Bank of the South to Peukos Land and Timber, LLC, dated December 18, 2013, recorded in Deed Book 2225, Page 405, aforesaid records.

AKA: 1445 OLD DIXIE HIGHWAY, SPRINGFIELD, GA 31329

PIN# 0364A-036-000
Item XVII. 22.
Item XVII. 22.
THIS CONVEYANCE is made subject to and excepting the following: (1) all easements, restrictions, covenants, and conditions of record; (2) all licenses, rights of way and easements, if any, for public utilities; (3) all governmental statutes, ordinances, rules, and regulations, including those involving proper zoning; (4) any state of facts which an accurate survey and/or physical inspection of the Property might reveal; and (5) all previous reservations, exceptions, and conveyances of the oil, gas, associated hydrocarbons, minerals, and mineral substances and royalty or other mineral rights and interests.

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 Grantees, as joint tenants and not 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, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantor a joint tenancy estate with right of survivorship and not as tenants in common.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against any party claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

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

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

(Notary Seal)

Pefkos Land and Timber LLC,
a Georgia limited liability company

[Signature] (Seal)
as Sole Member.
Map

Ahren Tract
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022
Item Description: Paul Ahrens requests a variance to waive the 150’ lot frontage required for an AR-1 zoned parcel. Located at 1445 Old Dixie Highway, zoned R-1/proposed zoning AR-1.

Map# 364A Parcel# 36

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to waive the 150’ lot frontage required for an AR-1 zoned parcel, with conditions.

Executive Summary/Background
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  
  That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
  
  That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

- The timber tract is landlocked without the parcel that fronts on Old Dixie Hwy.
- The owner plans to combine the parcels for CUVA, and have access to Old Dixie Hwy, which is a county-maintained road.
- At the December 20 Planning Board meeting, Brad Smith made a motion to approve the request for a variance to waive the 150’ lot frontage required for an AR-1 zoned parcel, with the following conditions:
  1. A single culvert will access Old Dixie Hwy.
  2. If the property is subdivided in the future, any lots accessing Old Dixie Hwy must have a shared maintenance agreement or shared access easement to the driveway accessing Old Dixie Hwy.
- The motion was seconded by Michael Larson, and carried unanimously.

Alternatives
1. **Approve** request to waive the 150’ lot frontage required for an AR-1 zoned parcel, with the following conditions:
   1. A single culvert will access Old Dixie Hwy.
   2. If the property is subdivided in the future, any lots accessing Old Dixie Hwy must have a shared maintenance agreement or shared access easement to the driveway accessing Old Dixie Hwy.

2. **Deny** request to waive the 150’ lot frontage required for an AR-1 zoned parcel

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. 364A-36
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 364A-36
AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITHE.

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

WHEREAS, PAUL AHRENS has filed an application for a variance, to reduce the required AR-1 road frontage from 150’ to XX’; map and parcel number 364A-36, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on January 4, 2021 and notice of said hearing having been published in the Effingham County Herald on December 15, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 1, 2021; and

IT IS HEREBY ORDAINED THAT a variance to reduce the required AR-1 road frontage; map and parcel number 364A-36, located in the 3rd commissioner district is approved, with the following conditions:

1. A single culvert will access Old Dixie Hwy.
2. If the property is subdivided in the future, any lots accessing Old Dixie Hwy must have a shared maintenance agreement or shared access easement to the driveway accessing Old Dixie Hwy.

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: January 4, 2022

Item Description: Paul Ahrens requests to rezone 0.9 acres from R-1 to AR-1 to allow for combination with an adjacent parcel. Located at 1445 Old Dixie Highway. Map# 364A Parcel# 36

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 0.9 acres from R-1 to AR-1 to allow for combination with an adjacent parcel, 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 Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The applicant plans to combine the .9-acre parcel with the adjacent 139.7-acre parcel, and place the acreage in CUVA. The 0.9-acre strip provides access to Old Dixie Hwy.
- At the December 20 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 0.9 acres from R-1 to AR-1 to allow for combination with an adjacent parcel, with the following conditions:
  1. A variance to the 150’ road frontage requirement is approved by the Board of Commissioners.
  2. The lot shall meet the requirements of the AR-1 zoning district.
  3. Recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve request to rezone .9 acres from R-1 to AR-1, with the following conditions:
   1. A variance to the 150’ road frontage requirement is approved by the Board of Commissioners.
   2. The lot shall meet the requirements of the AR-1 zoning district.
   3. Recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. Deny the request to rezone .9 acres from R-1 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
3. Plat
4. Deed
5. Aerial photograph
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: ____________________

Applicant/Agent: **Paul K Ahrens**

Applicant Email Address: **pahren62@yahoo.com**

Phone #: **912-844-4907**

Applicant Mailing Address: **106 Dogwood Dr Rincon GA 31326**

Property Owner, if different from above: _____________________________________________

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): _________________________________________________

Phone #: _________________________________________________________________

Owner’s Mailing Address: _____________________________________________________

Property Location: **1445 OLD DIXIE HWY 31329**

Proposed Road Access: **Old Dixie Hwy**

Present Zoning of Property: **R-1** Proposed Zoning: **AR-1**

Tax Map-Parcel #: **0364A0036** Total Acres: **90** Acres to be Rezoned: **90**

Lot Characteristics: _____________________________________________________________

**WATER**

- Private Well
- Public Water System

**SEWER**

- Private Septic System
- Public Sewer System

If public, name of supplier: ______________________________________________________

Justification for Rezoning Amendment: **Planting pine trees, Agriculture**

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

North _________ South _________ East _________ West __________
1. Describe the current use of the property you wish to rezone.

   Current use is Access to the 139.20 Acres/Vacant

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

   NO

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

   Access to adjoining property/combine

   for CUNA

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

   The 190 Acres will be part of the 139.20 Acres of Agriculture Land

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

   Access to adjoining property

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

   NO

Applicant Signature: Paul Ahrens  Date: Oct 26-2021
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

Dec. 15, 2013
Feb. 19, 2006

on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2717 page 99-100.

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

Owner’s signature

Print Name

Owner’s signature

Print Name

Owner’s signature

Print Name

Sworn and subscribed before me this ___ day of ___ , 20__.

Notary Public, State of Georgia

Rev 05052021
JOINT TENANCY WITH SURVIVORSHIP
WARRANTY DEED

STATE OF GEORGIA,
COUNTY OF EFFINGHAM

This Indenture made this 16th day of August, 2021 between Pefkos Land and Timber LLC, a Georgia limited liability company, as party or parties of the first part, hereinafter called Grantor, and Paul K. Ahrens and Kathleen E. Ahrens, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" 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 receipts 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, as joint tenants and not 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, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, containing 139.70 acres, as shown and more particularly described on that certain map or plat made by J. Dean Gowan, R.L.S. No. 6, dated September 14, 1955, recorded in Map Book 1, Page 203, 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 same property conveyed by Limited Warranty Deed from Plum Creek Timberlands, L.P. to Pefkos Land & Timber, LLC, dated December 16, 2013, recorded in Deed Book 2225, Page 945, aforesaid records.

AKA: OLD DIXIE HIGHWAY, SPRINGFIELD, GA 31329
PIN#: 03640-031-000

AND ALSO: All that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, containing .90 acres, more or less, as shown and more particularly described as Lot 36, Old Dixie Estates, Subdivision, Phase 1, on that certain map or plat made by Adolph N. Michels, Georgia Registered Surveyor, dated February 8, 2006, recorded in Plat Cabinet C, Page 114-E1, 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 a portion of the same property conveyed by Limited Warranty Deed from HeritageBank of the South to Pefkos Land and Timber, LLC, dated December 18, 2013, recorded in Deed Book 2225, Page 405, aforesaid records.

AKA: 1445 OLD DIXIE HIGHWAY, SPRINGFIELD, GA 31329
PIN#: 0364A-036-000
THIS CONVEYANCE is made subject to and excepting the following: (1) all easements, restrictions, covenants, and conditions of record; (2) all licenses, rights of way and easements, if any, for public utilities; (3) all governmental statutes, ordinances, rules, and regulations, including those involving proper zoning; (4) any state of facts which an accurate survey and/or physical inspection of the Property might reveal; and (5) all previous reservations, exceptions, and conveyances of the oil, gas, associated hydrocarbons, minerals, and mineral substances and royalty or other mineral rights and interests.

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 Grantees, as joint tenants and not 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, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against any party claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

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

Signed, sealed and delivered in the presence of:

Pefkos Land and Timber LLC,
a Georgia limited liability company

[Signature]

Witness

[Signature]

Notary Public

[Notary Seal]
Map

Ahren Tract
December 14, 2021

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Paul K. Ahren
1445 Old Dixie Road Springfield, GA 31329
Pin: 364A-36
Total Acres: .90 Acres to be rezoned: .90

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

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

Sincerely,

Darrell M. O’Neal
Environmental Health County Manager
Effingham County Health Department
**EFFINGHAM COUNTY REZONING CHECKLIST**

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

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

**CHECK LIST:**

The Effingham County Planning Commission recommends:

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>DISAPPROVAL</th>
</tr>
</thead>
</table>

Of the rezoning request by applicant **Paul K. Ahrens** (Map # 364A Parcel # 36) from **R-1** to **AR-1** zoning.

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

Yes  No  1. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes  No  2. 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  3. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes  No  4. 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  5. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes  No  6. Are nearby residents opposed to the proposed zoning change?

Yes  No  7. Do other conditions affect the property so as to support a decision against the proposal?
EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL __ DISAPPROVAL ___

Of the rezoning request by applicant Paul K. Ahrens– (Map # 364A Parcel # 36) from R-1 to AR-1 zoning.

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

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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?
EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  _____  DISAPPROVAL  _____

Of the rezoning request by applicant Paul K. Ahrens (Map # 364A Parcel # 36) from R-1 to AR-1 zoning.

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

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

Planning Board Meeting – December 20, 2021
EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ☒, DISAPPROVAL ☐

Of the rezoning request by applicant Paul K. Ahrens (Map # 364A Parcel # 36) from R-1 to AR-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?
2nd Reading Zoning Map Amendment

Paul Ahrens requests to rezone 0.9 acres from R-1 to AR-1 to allow for combination with an adjacent parcel. Located at 1445 Old Dixie Highway.

Map# 364A Parcel# 36

Staff has reviewed the application, and recommends approval of the request to rezone 0.9 acres from R-1 to AR-1 to allow for combination with an adjacent parcel, 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 Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The applicant plans to combine the .9-acre parcel with the adjacent 139.7-acre parcel, and place the acreage in CUVA. The 0.9-acre strip provides access to Old Dixie Hwy.
- At the December 20 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 0.9 acres from R-1 to AR-1 to allow for combination with an adjacent parcel, with the following conditions:
  1. A variance to the 150’ road frontage requirement is approved by the Board of Commissioners.
  2. The lot shall meet the requirements of the AR-1 zoning district.
  3. Recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives

1. **Approve** request to rezone .9 acres from R-1 to AR-1, with the following conditions:
   1. A variance to the 150’ road frontage requirement is approved by the Board of Commissioners.
   2. The lot shall meet the requirements of the AR-1 zoning district.
   3. Recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.

2. **Deny** the request to rezone .9 acres from R-1 to AR-1.

**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. 364A-36

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 364A-36

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, PAUL AHRENS has filed an application to rezone ninety hundredths (0.9) +/- acres; from R-1 to AR-1 to allow for the recombination of parcels; map and parcel number 364A-36, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on January 4, 2021 and notice of said hearing having been published in the Effingham County Herald on December 15, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 1, 2021; and

IT IS HEREBY ORDAINED THAT ninety hundredths (0.9) +/- acres; map and parcel number 364A-36, located in the 3rd commissioner district is rezoned from R-1 to AR-1, with the following conditions:

1. A variance to the 150’ road frontage requirement is approved by the Board of Commissioners.
2. The lot shall meet the requirements of the AR-1 zoning district.
3. Recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.

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

This ______ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY 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: January 4, 2022

Item Description: Marchese Construction, LLC as Agent for Toshiyuki Hirata requests a variance to reduce the minimum number of parking spots required for a commercial development. Located on GA Highway 21, zoned B-3.

Map# 465N Parcel # 2

Summary Recommendation
Staff has reviewed the application, and recommends denial of the request for a variance to reduce the minimum number of parking spots required for a commercial development.

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 proposed restaurant location is a 1.03-acre parcel. The proposed structure consists of a restaurant and three retail units. Required parking for the proposed development is at least 48 spaces.
- The applicant proposes 32 parking spaces and a drive through lane for the restaurant. A smaller building footprint would require fewer spaces and allow more space to meet parking space requirements.
- The retail portion of the building is 5,125 sf, which requires 17 spaces. The restaurant is 3,225 sf. 78 seats are proposed, which requires 31 spaces + 1 space per 3 employees.
- In neighboring jurisdictions, the parking requirement for retail is 1 space per 200 – 250 sf, which is more restrictive than Effingham County. Restaurant parking requirements are tied to building size or number of seats. Effingham County’s requirements are in line with Savannah, Liberty County, and Bulloch County.
- At the December 20 Planning Board meeting, Alan Zipperer made a motion to approve the request for a variance to reduce the minimum number of parking spots required for a commercial development.
- The motion was seconded by Michael Larson, and carried unanimously.

Alternatives
1. Approve request for a variance to reduce the minimum number of required parking spots required for a commercial development.
2. Deny the request for a variance to reduce the minimum number of required parking spots required for a commercial development

Recommended Alternative: 2
Other Alternatives: 1
Department Review: Development Services
FUNDING: N/A
ATTACHMENT A - VARIANCE APPLICATION

Application Date: Nov 16, 2021

Applicant/Agent: Joe Marchese, Marchese Construction, LLC

Applicant Email Address: Joe@marchese.construction

Phone #: (912) 330-8575

Applicant Mailing Address: 1525 Dean Forest Road, Building 100

City: Savannah State: GA Zip Code: 31408

Property Owner, if different from above: Hwy 21 & Goshen Commercial

Owner’s Email Address (if known): 37 West Fairmont Ave Suite 319, Savannah, GA 31409

Phone #: 912-658-9893

Owner’s Mailing Address: 37 West Fairmont Ave Suite 319

City: Savannah State: GA Zip Code: 31409

Property Location: New 4 Unit +/- 8900SF, one-story retail store utilizing a PEMB structure

Name of Development/Subdivision:

Present Zoning of Property b-3 Tax Map-Parcel #: 0465N002 Total Acres

VARIANCE REQUESTED (provide relevant section of code):

Describe why variance is needed: Request variance in required number of parking spaces by 16 for this site.

How does request meet criteria of Section 7.1.8 (see Attachment C): Due to both the unique size and the physical circumstances and the irregularity of the required building location, we feel that this meets both Section 7.1.8.1 and 7.1.8.2

Applicant Signature: Joe Marchese Date 11-17-2021

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: ____________________________ Joe Marchese, Marchese Construction, LLC

Applicant/Agent Address: ____________________________ 1525 Dean Forest Road, Building 100

City: ____________________________ Savannah State: GA Zip Code: 31408

Phone: ____________________________ 912-330-8575 Email: Joe@marcheseconstruction

Owner's signature: ____________________________

Print Name: ____________________________ Toshikazu Hirata

Personally appeared before me ____________________________ (Owner print)

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

Sworn and subscribed before me this ____________________________ day of ____________________________ , 20 ____________________________ .

__________________________________________
Notary Public, State of Georgia

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 11/9/2018, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2496 page 932-946.

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

Owner's signature

Print Name Toshiyuki Hirata

Owner's signature

Print Name

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 17th day of November, 2021.

Notary Public, State of Georgia
SECURITY DEED

THIS SECURITY DEED dated October 25, 2016, is made and executed between Toshiyuki Hirata who acquired title as TOSHI HIRATA, whose address is 106 SUSSEX RETREAT, POOLER, GA 31322 (referred to below as "Grantor") and Wells Fargo Bank, National Association, whose address is 136 Bull St, Savannah, GA 31401 (referred to below as "Lender").

GRANT OF SECURITY DEED. FOR AND IN CONSIDERATION of the financial accommodations to Borrower by Lender resulting in the obligation which is hereinafter more particularly described, and in order to secure that obligation, Grantor hereby grants, assigns, conveys, transfers, assigns and sells to Lender, with power of sale, all of Grantor’s right, title, and interest in and to the following described real property:

The Real Property is located in Effingham County, State of Georgia and is described as follows:

References to this Security Deed. The terms “Security Deed” and “Mortgage” as used herein refer to this Security Deed.

See Exhibit A attached hereto and made a part hereof.

TOGETHER WITH ANY AND ALL OF the following: (i) all buildings, structures and improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereunto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunto or in any wise appurtenant thereto and the reversion and reversionary, remainder or remainders thereof; (iii) all Rents accruing therefrom, whether now or hereafter due; (iv) all accounts and contracts rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or underleases to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (vi) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vii) all estates, rights, title and interest therein, or in any part or parcel thereof; (viii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (ix) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof.

The Real Property or its address is commonly known as 103 AC PARCEL B GOSHEN CROSSING, RINCON, GA 31326. The Real Property tax identification number is 0465N002.

FUTURE ADVANCES. To secure future advances made by Lender to Borrower whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Security Deed secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower, together with all interest thereon.

THIS SECURITY DEED, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS SECURITY DEED. THIS CONVEYANCE SHALL BE CONSTRUED AS A DEED PASSING TITLE AND NOT AS A MORTGAGE.

IT IS THE INTENTION OF GRANTOR AND LENDER TO CREATE A PERPETUAL OR INDEFINITE SECURITY INTEREST IN THE REAL PROPERTY DESCRIBED IN THIS SECURITY DEED PURSUANT TO O.C.G.A. 44-14-49 AND TO AGREE THAT TITLE SHALL NOT REVERT TO GRANTOR FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE OF THIS SECURITY DEED. HOWEVER, NOTHING IN THIS PARAGRAPH WILL IMPAIR LENDER’S RIGHTS TO COLLECTION OF THE INDEBTEDNESS AND FORECLOSURE OF THE SECURITY INTEREST IF THE INDEBTEDNESS IS NOT PAID WHEN DUE. THIS SECURITY DEED IS GIVEN AND Accepted ON THE FOLLOWING TERMS:

T[ilable]
SECURITY DEED
(Continued)

GRANTOR’S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender’s commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR’S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Security Deed is executed at Borrower’s request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Security Deed and to hypothecate the Property; (c) the provisions of this Security Deed do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower’s financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Security Deed, Borrower shall pay to Lender all Indebtedness secured by this Security Deed as it becomes due, and Borrower and Grantor shall strictly perform all Borrower’s and Grantor’s obligations under this Security Deed and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower’s and Grantor’s possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor’s ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Law, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor’s expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Security Deed. Any inspections or tests made by Lender shall be for Lender’s purposes only and not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor’s due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Security Deed or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor’s ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Security Deed, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Security Deed and shall not be affected by Lender’s acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender’s prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender’s prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with Improvements of at least equal value.

Lender’s Right to Enter. Lender and Lender’s agents and representatives shall enter upon the Real Property at reasonable times to attend to Lender’s Interests and to inspect the Real Property for purposes of Grantor’s compliance with the terms and conditions of this Security Deed.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, or all governmental authorities exercising jurisdiction applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and as long as, in Lender’s sole opinion, Grantor’s Interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender’s Interests.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.
DUE ON SALE - CONSENT BY LENDER. Lender may, all Lender's option, declare immediately due and payable all sums secured by this Security Deed upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of Property or any right, title or interest in the Property, whether legal, beneficial or equitable, whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of an Interest in the Property. However, this option shall not be exercised by Lender if the exercise is prohibited by federal law or by Georgia law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Security Deed:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over, or equal in priority with, the interest of Lender under this Security Deed, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligor under any such bond furnished in the contest proceedings.

Evidence of Payments. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Security Deed:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler and machinery insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within forty-five (45) days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, require and retain the proceeds of any Insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Security Deed. Any proceeds which have not been disbursed within 180 days after receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Security Deed, then to pay accrued interest, and the remainder, if any, shall be applied in the principal balance of the Indebtedness, if Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Security Deed or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any debt or liability, Grantor is required to discharge or pay under this Security Deed or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes
SECURITY DEED
(Continued)

will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Security Deed also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Security Deed:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Security Deed, and (b) Grantor has the full right, power, and authority to execute and deliver this Security Deed to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Security Deed, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Security Deed shall survive the execution and delivery of this Security Deed, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Security Deed:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable attorneys' fees and costs and expenses, including court costs that are incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Security Deed:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Security Deed and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Security Deed, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Security Deed.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Security Deed or upon all or any part of the Indebtedness secured by this Security Deed; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Security Deed; (3) a tax on this type of Security Deed chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Security Deed, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Security Deed as a security agreement are a part of this Security Deed:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Security Deed in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Security Deed as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender.
and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Address. The mailing address of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Security Deed may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Security Deed.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Security Deed:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender’s designee, and when requested by Lender, cause to be filed, recorded, notarized, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower’s and Grantor’s obligations under this Security Deed, and the Related Documents, and (2) the liens and security interests created by this Security Deed as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may so for and in the name of Grantor and at Grantor’s expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor’s attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender’s sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness, including without limitation all future advances, when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Security Deed, Lender shall execute and deliver to Grantor a suitable satisfaction of this Security Deed and suitable statements of termination of any financing statement on file evidencing Lender’s security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender’s option, shall constitute an Event of Default under this Security Deed:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Security Deed to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Security Deed or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower’s or any Grantor’s property or Borrower’s or Grantor’s ability to repay the Indebtedness or Borrower’s or Grantor’s ability to perform their respective obligations under this Security Deed or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower’s or Grantor’s behalf under this Security Deed or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Security Deed or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower’s or Grantor’s existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower’s or Grantor’s property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower’s or Grantor’s accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor’s financial condition, or Lender believes the prospect of payment or
performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S REMEDIES AND POWER OF SALE. Upon the occurrence of an Event of Default, Lender shall have the following rights, powers, and remedies:

Accelerate Indebtedness. Lender, at Lender's option and election and without notice to Grantor, may declare all or any portion of the Indebtedness to be immediately due and payable, whereupon the same shall be and shall become due and payable forthwith without presentation demand, protest or notice of any kind, all of which are expressly waived by Grantor.

Entry and Possession. Lender may enter upon the Property, or any part thereof, and take possession of the Property, excluding therefrom Grantor and all agents, employees and representatives of Grantor; employ a manager of the Property or any part thereof; hold, store, use, operate, manage, control, maintain and lease the Property or any part thereof; conduct business thereon; make all necessary and appropriate repairs, renewals, and replacements; keep the Property insured; and carry out or enter into agreements of any kind with respect to the Property.

Collection of Rents. Lender may collect and receive all Rents from the Property and apply the same to the Indebtedness, after deducting therefrom all costs, charges, and expenses of taking, holding, managing, and operating the Property, including the fees and expenses of a Lender's attorneys, and agents.

Payments. Lender may pay any sum or sums deemed necessary or appropriate by Lender to protect the Property or any part of the Property or Lender's interest in the Property.

Other Remedies. Lender may exercise all rights and remedies contained in any Related Document, hereinafter, concurrently herewith or in the future executed by Grantor in favor of Lender in connection with the transactions resulting in the Indebtedness or any part thereof.

Appointment of Receiver. Lender may make application to any court and be entitled to the appointment of a receiver to take charge of the Property or any part thereof without alleging or proving, or having any consideration given to, the insolvency of Grantor; the value of the Property as security for the Indebtedness, or any other matter usually incident to the appointment of a receiver.

UCC Remedies. With respect to the Personal Property in which a security interest is herein granted, Lender may exercise any or all of the rights accruing to a secured party under this Security Deed, the Uniform Commercial Code (Sections 11-9-101 et. seq. of the Ga. Code Annotated) and any other applicable law. Grantor shall, if Lender requests, assemble all such Personal Property and make it available to Lender at a place or places to be designated by Lender, which shall be reasonably convenient to Grantor and Lender. Any notice required to be given by Lender of a public or private sale, lease or other disposition of the Personal Property or any other intended action by Lender may be delivered personally to Grantor or may be deposited in the United States mail with postage prepaid duly addressed to Grantor at the address of Grantor last known to Lender at least five (5) business days prior to such proposed action, and shall constitute reasonable and fair notice to Grantor of any such action.

Power of Sale. Lender may sell the Property, or any part thereof or any interest therein, separately, at Lender's discretion, with or without taking possession thereof, at public sale before the courthouse door of the county in which the Property, or any part thereof, is located, to the highest bidder for cash, after first giving notice of the time, place and terms of such sale by advertisement, published once a week for six weeks (without regard for the number of days) in a newspaper in which advertisements of short's sales are published in such county. The advertisement so published shall be notice to Grantor, and Grantor hereby waives all other notices. Lender may bid and purchase at any such sale, and Lender may execute and deliver to the purchaser or purchasers at any such sale a sufficient conveyance of the Property, or the part thereof or interest therein sold. Lender's conveyance may contain recitals as to the occurrence of an Event of Default, under this Security Deed, which recitals shall be presumptive evidence that all preliminary acts prerequisite to such sale and conveyance were in all things duly complied with. The recitals made by Lender shall be binding and conclusive upon Grantor, and the sale and conveyance made by Lender shall divest Grantor of all right, title, interest and equity that Grantor may have had in, to and under the Property, or the part thereof or interest therein sold, and shall vest the same in the purchaser or purchasers at such sale. Lender may hold one or more sales hereunder until the Indebtedness has been satisfied in full. Grantor hereby constitutes and appoints Lender as Grantor's agent and attorney-in-fact to make such sale, to execute and deliver such conveyance and to make such recitals, and Grantor hereby authorizes and consents to all of the acts and doings of Lender as Grantor's agent and attorney-in-fact hereunder. Lender's agency and power as attorney-in-fact hereunder are coupled with an interest, cannot be revoked by insolvency, incompetency, death or otherwise, and shall not be exhausted until the Indebtedness has been satisfied in full. The proceeds of each sale by Lender hereunder shall be applied first to the costs and expenses of the sale and of all proceedings in connection therewith, including attorneys' fees if applicable, then to payment of the Indebtedness, and the remainder, if any, shall be paid to Grantor. If the proceeds of any sale are not sufficient to pay the Indebtedness in full, Lender shall determine, at Lender's option and in Lender's discretion, the portions of the Indebtedness to which the proceeds (after deducting therefrom the costs and expenses of the sale and all proceedings in connection therewith) shall be applied and in what order the proceeds shall be so applied. Grantor covenants and agrees that, in the event of any sale pursuant to the agency and power herein granted, Grantor shall be and become a tenant-occupant thereof and shall deliver possession of the Property, or the part thereof or interest therein sold, to the purchaser or purchasers at the sale or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

Cumulative Remedies. All rights and remedies set forth in this Security Deed are cumulative and in addition to any right or remedy provided for by statute, or now or hereafter existing at law or in equity, including without limitation the right of Lender to collect or exercise the Indebtedness without taking possession thereof, and shall be exercised singularly or concurrently. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Security Deed or by any other writing, shall be cumulative and may be exercised singularly or concurrently.
SECURITY DEED
(Continued)

Attorneys’ Fees; Expenses. If any part of the Indebtedness is collected by or with any assistance from or consultation with an attorney at law, Grantee shall pay to Lender as Lender’s attorneys’ fees, fifteen percent (15%) of such amount collected. Whether or not any court action is involved, and to the extent not prohibited by law, all attorneys’ fees and all reasonable expenses Lender incurs that in Lender’s opinion are necessary at any time for the protection of its interest or the enforcement of its rights that become a part of the Indebtedness payable on demand and shall bear interest at the rate per annum from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender’s attorneys’ fees and Lender’s legal expenses whether or not there is a lawsuit, including attorneys’ fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment costs and expenses. The obligation of each Guarantor shall be independent of the obligation of each other Guarantor, and the giving of notice to any Guarantor shall not affect the obligations of any other Guarantor. If more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

NOTICES. Any notice required to be given under this Security Deed, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by tele facsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Security Deed. All copies of notices of foreclosure from the holder of any prior security interest which has priority over this Security Deed shall be sent to Lender’s address, as shown near the beginning of this Security Deed. Any party may change its address for notices under this Security Deed by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party’s address. For notice purposes, Grantee agrees to keep Lender informed at all times of Grantee’s current address. Unless otherwise provided or required by law, if there is more than one Grantee, any notice given by Lender to any Grantee is deemed to be notice given to all Grantees.

CONSENT TO SELL LOAN. The parties hereto agree: (a) Lender may sell or transfer all or part of this loan to one or more purchasers, whether related or unrelated to Lender, without notice and without the consent of the parties; (b) Lender may provide to any purchaser, or potential purchaser, any information or knowledge Lender may have about the parties or about any other matter relating to this loan obligation, without notice, and the parties waive any rights to privacy it may have with respect to such matters; (c) the purchaser of a loan will be considered its absolute owner and will have all the rights granted under the loan documents or agreements governing the sale of the loan; (d) the purchaser of a loan may enforce its interests irrespective of any claims or defenses that the parties may have against Lender; and (e) to waive all notices of sale of the loan, as well as all notices of any repurchase, and all rights of offset or counterclaim that the parties have now or later against Lender or against any purchaser of the loan.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer’s execution as if the same were executed in counterparts.

COMMUNITY AND OTHER PROPERTY. In addition to the rights of Lender under any applicable community property laws, Borrower, Guarantor or Grantor who is a Married Person and who has an interest in marital or community property under applicable law acknowledges and agrees that his/her obligation as a Borrower, Guarantor or Grantor is incurred in the interest of and to benefit the marital community (or domestic partnership, if applicable), and expressly agrees that recourse may be had against his or her separate property and his or her rights in community property and community assets for all of his or her obligations to Lender, in addition to any other property that may be subject to rights of Lender. Borrower and Guarantor also agree not to, without Lender’s prior written consent, enter into any community property agreement which alters the separate or community property character of any of such party’s property. For the purpose of this provision, “Married Person” means a person in a spousal relationship and shall include parties to a duly registered and/or legally recognized same-sex civil union, domestic partnership, and other terms, whether or not gender-specific in a spousal relationship, that denote spousal relationship, as those terms are used throughout the laws, codes and regulations of states and/or jurisdictions that recognize legally married same-sex couples, civil unions and/or domestic partnerships, and any references herein to a married person or marital status shall be deemed to also include the applicable corresponding term, or other reference relating to a party to a civil union or domestic partnership. With respect to the Guaranty only, to the extent this provision may conflict with another provision contained in the Guaranty, that other provision of the Guaranty shall control.

EXECUTION OF DOCUMENTS, CONSULTATION WITH COUNSEL. Each party hereto acknowledges and agrees that he/she has had an opportunity to review and consider the terms and provisions of this agreement and each related loan document, to consult with counsel of his/her choice, if desired, and to suggest changes to the structure and terms of the agreements. Each party hereto warrants and agrees that his/her execution of this agreement and any related loan documents is made voluntarily and with full knowledge of the significance and effect of such agreements.

SUPPLEMENTAL PROVISIONS CONCERNING INDEBTEDNESS, CROSS-COLLATERALIZATION, AND PERSONAL PROPERTY. The definition of “Indebtedness” herein, without limitation, includes, without limitation, all liability and obligations of Borrower, or any of them, arising under or in connection with any “swap agreement” (as defined in 11 U.S.C. Section 101) at any time entered into with Lender in connection with the Note. Notwithstanding anything to the contrary in this Mortgage, any Cross-Collateralization provision contained herein shall have no force or effect.

Additionally, notwithstanding anything to the contrary herein, if at any time this Mortgage grants liens or security interests upon collateral consisting of a building and mobile home as defined in the National Flood Insurance Act (as amended) and its implementing regulations (collectively, the "Act") located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area which requires flood insurance pursuant to the terms of the Act (a “Covered Structure”), then while it is subject to such designation, the term "Personal Property" as used herein shall not include any items of personal property located in such Covered Structure unless all applicable requirements of the Act, if any, have been satisfied with respect to such items of personal property.
ENCUMBRANCES. Grantor/Mortgagor/Trustor shall not, without Lender's consent, mortgage, assign, grant a lien upon or security interest in, or otherwise encumber the Property or any interest in the Property, or allow such a lien or security interest to exist or arise, whether voluntarily, involuntarily or by operation of law, except for liens and security interests in favor of Lender, or property taxes attributable to the Property which are not paid due.

APPRAISALS, FEES AND EXPENSES. Grantor agrees that Lender may obtain appraisals and reappraisals and perform property evaluations and appraisal reviews of the Real Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency, or any other regulatory agency, or at such other times as Lender may reasonably require. Appraisals shall be performed by an independent third party appraiser selected by Lender; property evaluations and appraisal reviews may be performed by third party appraisers or appraisers and staff of Lender. The fees, expenses and other cost of such appraisals, reappraisals, property evaluations and appraisal reviews shall be paid by Grantor. In addition, Grantor shall be responsible for payment of all fees and expenses of Lender and third parties relating to inspecting the Real Property, environmental review, title policies and endorsements, or title searches, abstracts of title or legal opinions of title wherever applicable, and monitoring the payment of property taxes, and any governmental taxes, fees and assessments connected or relating to this mortgage.

LEASES AND RENTS. Grantor/Trustor/Mortgagor presently assigns to Lender all of Grantor/Trustor/Mortgagor's right, title and interest in and to all present and future leases of the Property and all rents from the Property. This Assignment of Rents is given to secure (A) Payment of the Indebtedness and (B) Performance of any and all obligations under the Note and Mortgage/Deed of Trust. Grantor/Trustor/Mortgagor's present assignment to Lender hereunder is of all present and future leases includes all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Property, together with all guarantees of and security for any tenant's performance, and all extensions, renewals and modifications thereto (as used in this paragraph, each, a "Lease" and collectively, the "Leases"), together with any and all Rents from the Property. This assignment shall not impose upon Lender any duty to produce Rents, nor cause Lender to be a "mortgagee in possession," or responsible for performing any of the obligations of the lessor under any Lease. Lender confers upon Grantor/Trustor/Mortgagor a license to collect and retain the Rents as they come due, until the occurrence of any Event of Default, at which time the license shall be automatically revoked, and Lender, or its designated agent may, at its option and without notice, make, cancel, enforce or modify any Lease or Rents, collect Rents and do any acts which Lender deems proper to protect the security hereof or exercise any other right or remedy hereunder. Grantor/Trustor/Mortgagor represents and warrants that there exists no material default under present Leases and that those Leases are in full force and effect. Lender, at its option and without notice, may notify any tenant of this assignment of the Leases and Rents. Grantor/Trustor/Mortgagor agrees, at its expense, (i) to comply with and enforce all the terms and conditions under each Lease, and defend in any action in connection with any Lease; (ii) not to modify any Lease in any material respect, nor accept surrender under or terminate the term of any Lease, nor waive or release any tenant under any Lease; (iii) not to anticipate the Rents under any Lease; and (iv) to give prompt notice to Lender of any default by any tenant under any Lease, and of any notice of default on the part of Grantor/Trustor/Mortgagor under any Lease received from a tenant. Should Grantor/Trustor/Mortgagor fail to do any act required to be done by Grantor/Trustor/Mortgagor hereunder, then Lender, at its option and without notice, may make or do the same in such manner and to such extent as Lender deems necessary to protect the security hereof. Grantor/Trustor/Mortgagor agrees to pay to Lender Immediately upon demand all sums expended under the authority hereof, including reasonabe attorneys' fees, together with interest thereon at the highest rate per annum payable under any Indebtedness, and the same, at Lender's option, may be added to the Indebtedness and secured hereby.

ASSOCIATION OF UNIT OWNERS. The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

A. Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in Lender's discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after Grantor's default; however, Lender may decline to exercise this power as Lender sees fit.

B. Insurance. The insurance as required herein for the Real Property must include both unit coverage and building coverage. The insurance may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

C. Default. Grantor's failure to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder, shall be an event of default under this Mortgage. If Grantor's default in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure by Grantor to perform any of the obligations imposed on Grantor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Grantor as a member of an association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Mortgage.

FAILURE TO PROVIDE INSURANCE. Grantor/Trustor/Mortgagor ("Owner") acknowledges and agrees that if Owner fails to provide any required insurance on the terms set forth herein or in any Related Documents, or fails to continue such insurance in force in compliance with the requirements of this agreement or any Related Documents, Lender may purchase insurance of Owner's expense as provided therein. Such insurance may protect Lender's interests, and may otherwise protect none of, or less than all of, Owner's interests. The cost of any such insurance shall become a part of the Indebtedness and shall be payable on demand or added to the Note as provided herein, at Lender's option. OWNER ACKNOWLEDGES THAT IF LENDER PURCHASES ANY SUCH INSURANCE, THE INSURANCE MAY PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO THE BALANCE OF THE LOAN; HOWEVER, OWNER'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

LENDER TO BE NAMED LOSS PAYEE. All required policies and certificates of insurance shall name Mortgagee/Beneficiary as loss payee.
and shall provide that the insurance cannot be terminated as to Mortgagor/Beneficiary except upon a minimum of thirty (30) days' prior written notice to Mortgagor/Beneficiary. Immediately upon any request by Lender/Mortgagor/Beneficiary, Grantor/Trustor/Mortgagor shall deliver to Lender/Mortgagor/Beneficiary the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

ARBITRATION AGREEMENT. Arbitration - Binding Arbitration. Lender and each party to this agreement hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. Arbitration may be demanded before the institution of a judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, and any related note, instrument or agreement incorporating this Arbitration Program (the "Documents"), and any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, subordination, formation, inducement, enforcement, default or termination, and any request for additional credit; provided, however, that "Dispute" shall not include any dispute, claim or controversy with respect to a "consumer financial product or service" as defined in 12 U.S.C. Section 5461 (b) and within the coverage of 12 C.F.R Part 1040.3. This provision is a material inducement for the parties entering into the transactions relating to this Agreement. In the event of a court ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within 30 days of the abatement order or the time specified by the court; the party's failure to do so shall result in that party's right to demand arbitration being automatically terminated with respect to such Dispute. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION PROGRAM.

A. Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the Documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least $1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth hereinafter shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. The arbitrator shall award all costs and expenses of the arbitration proceeding.

B. No Waiver of Provisonal Remedies, Self-Help and Forclosures. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or processes of court, including seizure or repossession; (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

C. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is $5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than $5,000,000.00. Any Dispute in which the amount in controversy exceeds $5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary judgment. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The Institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

D. Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for any party, or any party's attorney, or any party's agent, or any party's expert to use the Request for Discovery Process, shall be subject to the arbitration determination by a Dispute, upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

E. Costs of Proceedings and Cancellation. No party hereto shall be entitled to join or consolide disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.
SECURITY DEED
(Continued)

F. Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court’s jurisdiction.

G. State buiten Preclusion:

If Delaware, Pennsylvania or Virginia law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in any note, guaranty or other Documents subject to this Arbitration Program: Confession of Judgment. Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment pursuant to a warrant of attorney provision set forth in any note, guaranty or other Documents. No party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to (i) strike-off or open a judgment obtained by confession pursuant to a warrant of attorney contained in any note, guaranty or other Documents, or (ii) challenge the waiver of a right to prior notice and a hearing before judgment is entered, or after judgment is entered, but before execution upon the judgment. Any claims, disputes or controversies challenging the confession of judgment shall be commenced and prosecuted in accordance with the procedures set forth, and in the forum specified by the applicable state rules of civil procedure or other applicable law.

If Maryland law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in any note, guaranty or other Documents subject to this Arbitration Program: Confession of Judgment. Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment, and no party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to open a judgment obtained by confession. Nothing herein, including the arbitration requirement, shall limit the right of any party to foreclose judicially or non-judicially against any real or personal property collateral, or exercise judicial or non-judicial power of sale rights. No provision regarding submission to a jurisdiction and/or venue in any court or the waiver of any right to trial by jury is intended or shall be construed to be in derogation of the provisions for arbitration of any dispute. Any claim or counterclaim or defense raised in connection with Lender’s exercise of any rights set forth in any note, guaranty or other Documents subject to this Arbitration Program shall be subject to the arbitration requirement.

If South Carolina law governs the Dispute, the following provision is included: WAIVER OF JURY TRIAL. NOTWITHSTANDING ANYTHING HERIN TO THE CONTRARY, WITHOUT INTENDIG IN ANY WAY TO LIMIT THE PARTIES’ AGREEMENT TO ARBITRATE ANY DISPUTE AS SET FORTH IN THIS MORTGAGE, TO THE EXTENT ANY DISPUTE IS NOT SUBMITTED TO ARBITRATION OR IS DEEMED BY THE ARBITRATOR OR BY ANY COURT WITH JURISDICTION TO BE NOT ARBITRABLE OR NOT REQUIRED TO BE ARBITRATED, LENDER AND MORTGAGOR WAIVE TRIAL BY JURY IN RESPECT OF ANY SUCH DISPUTE AND ANY ACTION ON SUCH DISPUTE. THIS WAIVER IS KNOWNLY, WILLINGLY AND VOLUNTARILY MADE BY LENDER AND MORTGAGOR, AND THEY HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. LENDER AND MORTGAGOR ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. MORTGAGOR FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

H. Real Property Collateral:

If California law governs the Dispute, the following provisions are included: Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of California, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such Dispute is not submitted to arbitration, the Dispute shall be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with said Section 638, as amended or replaced from time to time. A referee with the qualifications required herein for arbitrators shall be selected pursuant to the AAA’s selection procedures. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645, as amended or replaced from time to time.

If Connecticut law governs the Dispute, the following provision is included: Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property located in Connecticut unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of Sections 40-1 and 40-14 of the Connecticut General Statutes, as amended or replaced from time to time, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Idaho, Kansas, Montana, Nevada, South Dakota or Virginia law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Idaho, Kansas, Montana, Nevada, South Dakota or Virginia, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Utah law governs the Dispute, the following provision is included: Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or
Indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or interests that might accrue to them by virtue of the single action rule statute of Utah, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such dispute is not submitted to arbitration, the Dispute shall be referred to a master in accordance with Utah Rule of Civil Procedure 53, as amended or replaced from time to time, and this general reference agreement is intended to be specifically enforceable. A master with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a master shall be entered in the court in which such proceeding was commenced in accordance with Utah Rule of Civil Procedure 53(e), as amended or replaced from time to time.

L. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one arbitration for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the Documents or any relationship between the parties.

MONEY LAUNDERING, SANCTIONS, CORRUPT PRACTICES, AND COMPLIANCE WITH ALL LAWS. Trustor/Grantor/Mortgagor (the "Parties") represent, warrant and agree that the Parties (1) are not now and will not become the target of any trade or economic sanctions promulgated by the United Nations or the governments of the United States, the United Kingdom, the European Union, or any other jurisdiction in which the Parties are located or operate (collectively, 'Sanctions'), (2) comply now and will at all times comply with the requirements of all laws, rules, regulations and orders of any jurisdiction in which the Parties are located or doing business, or otherwise are applicable to the Parties, including, without limitation, (a) all Sanctions, (b) all laws and regulations that relate to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto, (c) the U.S. Foreign Corrupt Practices Act of 1977, as amended, (d) the U.K. Bribery Act of 2010, as amended, and (e) any other anti-bribery or anti-corruption laws and regulations, and (3) will not at any time directly or indirectly use any proceeds of any credit extended by Lender for the purpose of (a) providing financing or otherwise funding any targets of Sanctions; or (b) providing financing or otherwise funding any transaction which would be prohibited by Sanctions or would otherwise cause Lender or any of Lender's affiliates to be in breach of any Sanctions.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Security Deed:

Amendments. This Security Deed, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Security Deed. No alteration or amendment to this Security Deed shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Security Deed are for convenience purposes only and are not to be used to interpret or define the provisions of this Security Deed.

Governing Law. This Security Deed shall be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions. This Security Deed has been accepted by Lender in the State of Georgia.

Joint and Several Liability. All obligations of Borrower and Grantor under this Security Deed shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Security Deed.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Security Deed unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Security Deed shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Security Deed. No notice waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Security Deed, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Security Deed to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Security Deed. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Security Deed shall not affect the legality, validity or enforceability of any other provision of this Security Deed.

Mergers. There shall be no merger of the interest or estate created by this Security Deed with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Security Deed on transfer of Grantor's interest, this Security Deed shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes
vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Security Deed and he indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Security Deed or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Security Deed.

Waiver of Notice and Hearing and Homestead Exemption. Grantor expressly waives: (1) any right Grantor may have under the Constitution of the State of Georgia or the Constitution of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided to Lender by this Security Deed and Grantor waives Grantor's rights, if any, to set aside or invalidate any sale under power duly consummated in accordance with the provisions of this Security Deed on the ground (if such be the case) that the sale was consummated without prior notice or judicial hearing or both; and (2) all homestead exemption rights, if any, which Grantor or Grantor's family may have pursuant to the Constitution and laws of the United States, the State of Georgia or any other State of the United States, in and to the Property as against the collection of the indebtedness, or any part of the indebtedness. All waivers by Grantor to this provision have been made voluntarily, intelligently and knowingly by Grantor, after Grantor has been afforded an opportunity to be informed by counsel of Grantor's choice as to possible alternative rights. Grantor's execution of this Security Deed shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Security Deed. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Security Deed shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Seasons of Japan, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Security Deed in the section titled "Default."


Event of Default. The words "Event of Default" mean any of the events of default set forth in this Security Deed in the events of default section of this Security Deed.

Grantor. The word "Grantor" means Toshiyuki Hizaka.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of, and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Security Deed, together with any amounts expended to preserve and protect the Property and together with interest on such amounts as provided in this Security Deed. Specifically, without limitation, indebtedness includes the future advances set forth in the Future Advances provision of this Security Deed, together with all interest thereon.

Lender. The word "Lender" means Wells Fargo Bank, National Association, its successors and assigns.

Note. The word "Note" means the promissory note dated October 25, 2018. In the original principal amount of $200,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is October 20, 2020.

NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, mobile homes, modular homes, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached, affixed to or used in the operation of the Real Property excluding only that property which by operation of law is Real Property; together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.
SECURITY DEED
(Continued)

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Security Deed less and except the Personal Property.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Security Deed. The words "Security Deed" mean this Security Deed between Grantor and Lender, and includes without limitation all assignments and security interest provision relating to the Personal Property and the Rents.

IN WITNESS WHEREOF, THIS SECURITY DEED HAS BEEN SIGNED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF, THIS SECURITY DEED IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS SECURITY DEED IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

Signed, Sealed, and Delivered in the presence of:

[Signature]

Notary Public, County

(Notary Seal)

My Commission expires:

GRANTOR:

[Signature]

Toshiyuki Hirata (Seal)

[Notary Public Seal]
STATE OF GEORGIA
COUNTY OF Chatan

GRANTOR: Tshih Hiata
LENDER: WELLS FARGO BANK, N.A.

DATE OF SECURITY DEED: October 25, 2018

WAIVER OF BORROWER'S RIGHTS

BY EXECUTION OF THIS PARAGRAPH, GRANTOR(S) EXPRESSLY: (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREIN TO LENDER TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS HEREIN; (2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED HEREOF; (3) ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAIN FOR LOAN TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE SECURITY DEED.

READ AND AGREED BY GRANTOR(S):

[Signature]

Notary Public

Closing Attorney's Affidavit

In closing the above loan, but prior to the execution of the Deed to Secure Debt and "Waiver of Borrower's Rights" by the Borrower(s), reviewed with and explained to the Borrower(s) the terms and provisions of the Deed to Secure Debt and particularly the provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under power of sale, together with the "Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower(s) rights under the Constitution of the State of Georgia and the Constitution of the United States of notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver of Borrower(s), Borrower(s) executed Deed to Secure Debt an "Waiver of Borrower's Rights."

Based on said review with and explanation to the Borrower(s), it is my opinion that Borrower(s) knowingly, intentionally and willingly executed the waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

Sworn to and subscribed before me this October 25, 2018

[Signature]

Notary Public

My Commission Expires 8/27/2020
Exhibit "A"

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 9TH G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA, BEING KNOWN AND DESIGNATED AS PARCEL "B", CONTAINING 1.03 ACRES, MORE OR LESS, AS SHOWN AND DESCRIBED ON THAT CERTAIN PLAT OF SURVEY DATED JUNE 27, 2011 ENTITLED "MINOR SUBDIVISION OF GOSHEN CROSSING, 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA" PREPARED FOR EFFINGHAM GOSHEN CROSSING, LP AND HH REAL ESTATE INVESTMENTS, INC. BY EMC ENGINEERING SERVICES, INC., RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA IN PLAT CABINET D, SLIDE 86-C1. SAID MAP OR PLAT IS EXPRESSLY INCORPORATED HEREBIN BY SPECIFIC REFERENCE. SAID PROPERTY MORE COMMONLY KNOWN AS 0 HIGHWAY 21, RINCON, GEORGIA 31326 AND HAVING A PIN NO. OF 0465N-002.

SUBJECT, HOWEVER, TO ALL VALID EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

File Number: 18-795
Legal Description Closer's Choice
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 4, 2022

Item Description: Marchese Construction, LLC as Agent for Toshiyuki Hirata requests a variance to reduce the minimum number of parking spots required for a commercial development. Located on GA Highway 21, zoned B-3.

Map# 465N Parcel # 2

Summary Recommendation
Staff has reviewed the application, and recommends denial of the request for a variance to reduce the minimum number of parking spots required for a commercial development.

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 proposed restaurant location is a 1.03-acre parcel. The proposed structure consists of a restaurant and three retail units. Required parking for the proposed development is at least 48 spaces.

- The applicant proposes 32 parking spaces and a drive through lane for the restaurant. A smaller building footprint would require fewer spaces and allow more space to meet parking space requirements.

- The retail portion of the building is 5,125 sf, which requires 17 spaces. The restaurant is 3,225 sf. 78 seats are proposed, which requires 31 spaces + 1 space per 3 employees.

- In neighboring jurisdictions, the parking requirement for retail is 1 space per 200 – 250 sf, which is more restrictive than Effingham County. Restaurant parking requirements are tied to building size or number of seats. Effingham County’s requirements are in line with Savannah, Liberty County, and Bulloch County.

- At the December 20 Planning Board meeting, Alan Zipperer made a motion to approve the request for a variance to reduce the minimum number of parking spots required for a commercial development.

- The motion was seconded by Michael Larson, and carried unanimously.

Alternatives

1. Approve request for a variance to reduce the minimum number of required parking spots required for a commercial development.

2. Deny the request for a variance to reduce the minimum number of required parking spots required for a commercial development

Recommended Alternative: 2
Other Alternatives: 1
Department Review: Development Services
FUNDING: N/A
Attachments: 1. Zoning Map Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 465N-2
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 465N-2

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, MARCHESE CONSTRUCTION, LLC as agent for TOSHIYUKI HIRATA has filed an application for a variance, to reduce the required number of parking spaces for a restaurant and retail development; map and parcel number 465N-2, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on January 4, 2021 and notice of said hearing having been published in the Effingham County Herald on December 15, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 1, 2021; and

IT IS HEREBY ORDAINED THAT a variance to reduce the required number of parking spaces for a restaurant and retail development; map and parcel number 465N-2, located in the 5th commissioner district, is approved.

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

This ______ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: ____________________________
FIRST/SECOND READING: ______________

__________________________
STEPHANIE JOHNSON
COUNTY CLERK