1. July 19, 2022 Meeting Agenda
   Documents:
   
   07192022 MEETING AGENDA.PDF

2. July 19, 2022 Agenda Material
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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

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https://www.youtube.com/channel/UC9wRzS6f2pHHZG31gRk3OUQ

I. **Call to Order**
II. **Roll Call**
III. **Invocation**
IV. **Pledge to the American Flag**
V. **Agenda Approval** - Consideration of a resolution to approve the agenda.
VI. **Minutes** - Consideration to approve the June 21, 2022 regular commission meeting minutes
VII. **Public Comments** - Comments shall pertain to the agenda items only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak
VIII. **Correspondence** - Documents from this meeting are located in the Clerk’s Office and on the Board of Commissioner’s website.
IX. **Consent Agenda** - This section shall include all routine items for which there will be no discussion. Should a need arise for a debate the item can be moved to the appropriate area of the agenda
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      Consideration to approve the SAVE Anticipated Collections Addendum from Non-Federal Sources with the Department of Homeland Security and US Citizenship and Immigration Services (USCIS)**
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XIII. **Executive Session** - Discussion of Personnel, Property and Pending Litigation

XIV. **Executive Session Minutes** - Consideration to approve the June 21, 2022 executive session minutes

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1. **[2022-397 Public Hearing]** *Teresa Concannon*
   The Planning Board recommends approving an application by William Wilson request to rezone 1 out of 24.24 acres located at 342 Otis Seckinger Road from AR-1 to AR-2 to allow for the creation of a home site. Map# 415 Parcel# 32 in the Second District

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Staff Report

Subject: Consideration to approve the Anticipated Collections Addendum from Non-Federal Sources
Author: Alison Bruton, Purchasing Agent
Department: Purchasing & Development Services
Meeting Date: 07-19-2022
Item Description: Consideration to approve the Anticipated Collections Addendum from Non-Federal Sources.

Summary Recommendation: Staff recommends approval.

Executive Summary/Background:
- The Department of Homeland Security and the US Citizenship and Immigration Services (USCIS) designed a program named Systematic Alien Verification of Entitlements (SAVE). This is an intergovernmental initiative to aid benefit granting agencies in determining an applicant’s immigration status. Furthermore, it ensures that only entitled applicants receive Federal, State or Local public benefits and licenses. USCIS requires the attached addendum to be updated on a yearly basis.
- Board of Commissioners approval is necessary as part of being compliant with the requirements of the Department of Homeland Security.
- Board of Commissioners approval will allow our participation in the SAVE program.
- Approval by the Board permits the Development Services department to require citizenship affidavits from all applicants as mandated by federal law.

Alternatives for Commission to Consider
1. Effingham County Board of Commissioners agrees to approve the Addendum.
2. Effingham County Board of Commissioners does not agree to approve the Addendum.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, Finance, Development Services

Funding Source: N/A

Attachments:
SAVE Anticipated Collections Addendum from Non-Federal Sources.
Anticipated Collections Addendum from Non-Federal Sources

Please provide the information requested in the table below. This information will be used to complete your Memorandum of Agreement. See Page 2 for additional instructions and an explanation of terms.

<table>
<thead>
<tr>
<th>1. Agency Information</th>
<th>Effingham County Board of Commissioners</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Name:</td>
<td>Effingham County Board of Commissioners</td>
</tr>
<tr>
<td>Tax Identification Number (TIN):</td>
<td>58-6000821</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Billing (Accounts Payable) Point of Contact (POC) Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Mark Barnes</td>
</tr>
<tr>
<td>Phone Number (xxx-xxx-xxxx):</td>
</tr>
<tr>
<td>Fax Number (xxx-xxx-xxxx):</td>
</tr>
<tr>
<td>E-mail Address: <a href="mailto:mbarnes@effinghamcounty.org">mbarnes@effinghamcounty.org</a></td>
</tr>
<tr>
<td>Address: 804 S Laurel Street</td>
</tr>
<tr>
<td>City, State, Zip Code: Springfield, GA. 31329</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Customer Payment and Budgeting Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Commitment Number:</td>
</tr>
<tr>
<td>Amount Obligated (Budgeted): $300.00</td>
</tr>
<tr>
<td>Funds Expiration Date: June 30, 2023</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Program POC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Mark Barnes and Alison Bruton</td>
</tr>
<tr>
<td>Phone Number (xxx-xxx-xxxx): 912-754-2159</td>
</tr>
<tr>
<td>E-mail Address: <a href="mailto:mbarnes@effinghamcounty.org">mbarnes@effinghamcounty.org</a>; <a href="mailto:abruton@effinghamcounty.org">abruton@effinghamcounty.org</a></td>
</tr>
</tbody>
</table>

Both Trading Partners agree to contact the POC to try to resolve any discrepancies before reversing transactions in IPAC.

In accordance with the SAVE Paperless Initiative, my agency agrees to only submit electronic verification requests and to not submit non-electronic verification requests, including non-electronic requests made on Form G-845 and/or the Form G-845 Supplement.

Furthermore, my agency certifies that all agency users accessing or using SAVE to perform verification procedures have completed the SAVE Tutorial and agrees that new SAVE users will be required to complete the SAVE Tutorial before accessing or using SAVE to perform verification procedures.

This agreement will commence as soon as all signatures are obtained in accordance with the Memorandum of Agreement. Both Trading Partners must agree to any amendments prior to their implementation in accordance with the Memorandum of Agreement.

[Insert Authorized Signatory Name]  [Insert Position/Title]  [Insert Agency Name] Trading Partner  Jonathan M. Mills  Chief, SAVE Program  DHS USCIS Trading Partner

Date  Date

Internal SAVE Use ONLY
Agency High Level Identifier: 9
INSTRUCTIONS FOR COMPLETING THIS ADDENDUM

1. Type or legibly print the information requested. See below for an Explanation of Terms.
2. Have your agency’s authorized signatory sign and date the Addendum.
3. Return the Addendum to the SAVE Program via e-mail
4. Submit the signed Addendum to: SAVERegistration@uscis.dhs.gov

EXPLANATION OF TERMS

1. **Purchase Commitment Number:** This field may be left blank if your agency does not use this number or a similar identifier.

2. **Amount Obligated (Budgeted):** This amount may be an estimate, though SAVE recommends a minimum of $300 per year (calendar or fiscal). This amount equals $25 per month, which is the minimum amount your agency can be invoiced in a single month (unless you do not submit a single query).

3. **Funds Expiration Date:** This date is the time when your agency’s obligated funding amount runs out. This may be the end of the SAVE Program fiscal year (for example, September 2011), the end of your fiscal year, or the end of the calendar year.

4. **Form G-845:** Verification Document, Form G-845, file electronically. Use this form to verify the immigration status of applications for federal public benefits or licenses when additional verification is required.
Staff Report

Subject: Consideration to renew the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff’s Office for FY23.
Author: Alison Bruton, Purchasing Agent
Department: Purchasing / ECSO
Meeting Date: 07/19/22

Item Description: Consideration to renew the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff’s Office for FY23.

Summary Recommendation: Staff recommends renewal of the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff’s Office for FY23.

Executive Summary/Background:
- Unfortunately school violence is a key issue in today’s society. There is a need for proactive planning for preventing future school violence. This agreement shows the commitment to collaboration between government entities to help protect children.
- The Agreement commenced in 2018 and allows for annual renewals from July 1 to June 30 each year unless 60 days written notice if given by either party.
- The BOE has a total of 8 school resource officers.
- The FY21 projected budget is approx. $682,684.47
  a. BOE share 75% = $512,013.35
  b. BOC share 25% = $170,671.12
- The agreement has been previously reviewed and approved by the County Attorney.

Alternatives for Commission to Consider:
1. Board approval to allow the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff’s Office to renew for fiscal year 23.
2. Do not renew the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff’s Office for fiscal year 23.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing / ECSO

Funding Source: Department 17.

Attachments: Agreement
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE EFFINGHAM COUNTY SCHOOL DISTRICT, EFFINGHAM
COUNTY, AND THE EFFINGHAM COUNTY SHERIFF’S OFFICE

THIS AGREEMENT made and entered into this 2nd day of October, 2018, by and between
EFFINGHAM COUNTY, a political subdivision of the State of Georgia, acting by and through its duly
elected Board of Commissioners (hereinafter “the County”), EFFINGHAM COUNTY SHERIFF’S
OFFICE, acting by and through Jimmy McDuffie in his official capacity as Sheriff of Effingham County,
Georgia (hereinafter “the Sheriff’s Office”), and EFFINGHAM COUNTY SCHOOL DISTRICT, acting
by and through its duly elected Board of Education (hereinafter the “School District”),

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in
pertinent part, that a county, school district, or other political subdivision of the State of Georgia, may
contract with one another for the provision of services, and for the use of facilities which the county,
school district, or other political subdivision is authorized by law to provide; and

WHEREAS, the Sheriff, through the Sheriff’s Office and in coordination with the School District, has
instituted and established a School Resource Deputy Program ("the SRD Program") that provides for the
placement of Sheriff’s Office certified law enforcement officers ("SRDs") within the School District; and

WHEREAS, the School District agrees to implement the SRD Program in certain School District schools;
and

WHEREAS, the County, the Sheriff, and the School District desire to establish the guidelines of the SRD
Program and have a mutual understanding of the particular roles of each entity in relation to the SRD
Program.

NOW THEREFORE, for good and valuable consideration described herein, the receipt and sufficiency of
which are hereby acknowledged and the mutual covenants and agreements contained in this Agreement,
the parties do hereby agree as follows:

ARTICLE 1 - PURPOSE

The School District, the Sheriff’s Office, and the County agree that the purpose of the SRD Program is to provide resources and support for School District students, teachers, and staff in law enforcement related matters. These resources and support include: allowing students to build positive relationships with law enforcement officers, in the form of SRDs, in a non-confrontational setting; protecting persons and property on School District grounds; gathering information concerning criminal activity involving School District grounds; and generally enforcing the laws of the State of Georgia as well as agreed upon county ordinances on and around School District grounds. For the purposes of this Agreement, the term "Regular Academic Session" shall mean each period beginning the week prior to the first day of class and ending one week after the last day of class in regular session at the end of the school calendar, each such period being comprised of 190 School District business days.

ARTICLE 2 - POLICY

It is the policy of the Sheriff’s Office to maintain a minimum of eight (8) SRDs for the
School District. One SRD each shall be assigned to the three middle schools. One SRD each shall be
assigned to the two high schools. One SRD shall be assigned to the Effingham College & Career Academy. One SRD each shall be assigned to Effingham County High School/Effingham County Middle School and South Effingham High School/South Effingham Middle School, as well as assisting with any other school in the School District as needed. All eight SRDs shall assist with the elementary schools as needed.

ARTICLE 3- CHAIN OF COMMAND

The SRD Program is part of the Sheriff's Office, and all SRDs shall follow the chain of command of the Sheriff's Office. Each SRD shall coordinate activities with the school's administration. All school related activity must be coordinated by each SRD with the principal's office. When an SRD perceives that law enforcement action is required at a school, he/she shall take such action and then notify the principal of the actions taken as soon as reasonably possible thereafter. The SRDs are first and foremost law enforcement officers and employees of the Sheriff's Office and, while performing duties as SRDs, will remain employees of the Sheriff's Office with all rights, benefits, and privileges attaching thereto. At any time during which the School District is not in Regular Academic Session, each SRD will report to the Sheriff's Office and perform duties as assigned by and through the Patrol Division chain of command and receive law enforcement and SRD training. Upon request by the School District, scheduling and time permitting, the SRD shall be available for additional School District related duties at extracurricular activities as designated by school officials during the period when the School District is not in Regular Academic Session including sporting events, school registration, and summer school. SRD duties for extracurricular events and compensation thereafter shall be governed by a separate School Function Agreement agreed upon and executed by the Sheriff's Office and School District.

ARTICLE 4- SELECTION OF PERSONNEL AND MINIMUM REQUIREMENTS

The Sheriff, based upon criteria to be mutually established by the Sheriff's Office and the School District, shall appoint SRDs. SRDs will be sworn and certified law enforcement officers and will possess, at a minimum, these qualifications:

- Peace Officers Standards and Training (POST) Certification
- Demonstrated ability to work well with young people and educators
- Demonstrated maturity and no history of conduct unbecoming a deputy
- Skills in interpersonal relationships
- Skills in de-escalation of conflict and in conflict resolution
- Must adhere to the Sheriff's Office principle that a balanced approach be taken between law enforcement activity and maintaining healthy community relations with citizens

ARTICLE 5- DISMISSAL OF SRDs

In the event that a principal of a school to which an SRD is assigned believes that the assigned SRD is not effectively performing his/her duties and responsibilities, the superintendent of schools shall notify the SRD Supervisor, as designed by the Sheriff. Within a reasonable amount of time after receiving such notification from the superintendent, the SRD Supervisor shall advise the Sheriff of the superintendent's concerns. If the Sheriff so desires, the superintendent and the Sheriff, or their designees, may meet with the SRD to mediate or resolve any problems they may determine exist. Additionally, the SRD assigned to the school may immediately be re-assigned to another post by the Sheriff.
ARTICLE 6- SRD DUTIES AND RESPONSIBILITIES

Each SRD shall have the following duties and responsibilities, in addition to those described elsewhere in this Agreement:

- Provide School District students, faculty, staff, and visitors with the opportunity to meet and interact with a law enforcement officer in a non-confrontational setting.
- Act as a deterrent to crime in school buildings, on school grounds, and in communities surrounding schools, not only through their uniformed presence, but also by developing positive relationships with School District students, faculty, and staff, and the communities surrounding the schools.
- Provide classroom instruction and act as a resource for information for School District students, faculty, and staff concerning law enforcement topics.
- Provide for the safety and security of School District students, faculty, staff, and visitors, including sporting events and extracurricular activities.
- Make himself/herself available, as time permits, for conferencing with students, parents, and faculty members in order to assist them with issues of a law enforcement and crime prevention nature.
- Respond to emergency situations that arise on School District grounds and take whatever appropriate law enforcement action is reasonable to resolve such situations.
- Assist the Sheriff's Office in the investigation of any crimes which occur on School District grounds; the SRD will contact additional law enforcement personnel to assist him/her as determined to be needed by the SRD.
- Enforce the law of the State of Georgia.
- Communicate with school administrators about law enforcement concerns on School District grounds.
- Be present on school grounds during the hours of 8:00 am to 4:00 pm during the Regular Academic Session when classes are in session, unless away on school-related business or when a situation occurs where law enforcement must respond.
- As needed, conduct formal interviews of School District students in accordance with Sheriff’s Office policies.
- Assist all local, state, and federal law enforcement agencies conducting investigations, arrests, or other actions related to the School District in accordance with Sheriff’s Office policies.
- Maintain a “zero tolerance” policy on all criminal gang activities, illegal drug activities, and weapons on School District grounds. Criminal charges will be filed by the SRD regarding such activities as appropriate and case files sent to the courts of proper jurisdiction.
- It is acknowledged that a SRD may be called on as a witness or to participate in the School District's disciplinary or truancy processes. However, the disciplining of students for violations of School District policies is solely the responsibility of the School District. A School principal may contact the SRD if he/she believes that an incident involves a violation of Georgia law, after which the SRD shall determine whether a law enforcement response is appropriate. SRDs are not to be utilized by the School District for enforcing School District policies or monitoring the duties of School District employees. Violations of School District policies observed by the SRD shall be brought to the attention of the appropriate School District administrator.
- Each SRD shall be responsible for the scheduling of off duty assignments for his/her school.
- Attend pre-planning meetings with administration and instruction staff of the SRD's assigned schools for a complete orientation of the SRD Program as needed or when
ARTICLE 7- SCHOOL DISTRICT DUTIES AND RESPONSIBILITIES

The School District shall provide to each SRD the following materials, training, and facilities, which are deemed essential to the performance of the SRD's duties:

- A reasonable work space at the school
- A copy of relevant School District policies and procedures
- School operations training

ARTICLE 8- SHERIFF'S OFFICE AND COUNTY'S DUTIES AND RESPONSIBILITIES

- Provide the SRD with the usual and customary office supplies and forms required for the performance of the SRD's duties
- Provide uniforms and equipment required of law enforcement personnel
- Provide a vehicle, fuel, and maintenance
- Provide law enforcement and SRD training
- Provide Liability and Workers' Compensation Insurance coverage for the SRDs

ARTICLE 9- REVIEW OF SRD PROGRAM

SRD evaluations will occur in June of each year. A SRD supervisor will perform all evaluations.

ARTICLE 10- COMPENSATION

Unless otherwise provided in a separate School Function Security Agreement, all compensation including overtime pay due to SRDs for work performed pursuant to this Agreement, as well as insurance and other benefits, if any, shall be paid to the SRDs by the Sheriff's Office in accordance with the Sheriff’s Office payroll procedures. The School District shall pay seventy-five percent (75%) and the County shall pay twenty-five percent (25%) of the total cost described in this paragraph. The County will invoice the School District twice per year for its share of all compensation paid to the SRD for his or her work related to the School District. The School District shall pay each invoice within thirty (30) days of receipt.

Extracurricular activities for which the SRD is requested by school administrators to perform additional work outside the SRD's regular duty day during the Regular Academic Session will be solely at the option of the SRD and is governed by a separate School Function Security Agreement. SRDs performing work outside the SRD's regular duty day for the School District will be expected to comply at all times with the standard operating procedures (SOPs) and other applicable employment policies of the Sheriff's Office, and the SRD may be disciplined for violating any SOPs or other applicable policies while performing work outside the SRD's regular duty day for the School District. Since the SRD will be in uniform and using equipment and vehicles of the Sheriff's Office while performing work outside the SRD's regular duty day for the School District, the SRD will be considered to be engaged in law enforcement activity and will be covered by the County's liability and workers' compensation insurance while performing such work. SRDs utilized by the Sheriff's Office outside of schools and the Regular Academic Session will be paid by the County.
ARTICLE 11-TERM

This agreement will automatically renew for successive one-year terms commencing on July 1st and ending on June 30th each year unless any party provides a notice of non-renewal to the other parties at least sixty (60) days prior to the end of the then-current term.

ARTICLE 12- INDEMNIFICATION

Each party does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the other parties, their officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the performance of this Agreement, except as would relate to any injury, claim, action, lawsuit, damage, judgment, or liability caused by or contributed to by a negligent, reckless, or intentional act of the complaining party, its officers, agents, servants, or employees to the extent of such negligent, reckless, or intentional act.

ARTICLE 13- ASSIGNMENT OR TRANSFER

The rights, privileges, and obligations under this Agreement shall not be assigned or transferred by any party provided, however, that this Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

ARTICLE 14- NOTICES

Any notices required or permitted pursuant to this Agreement shall be in writing and may be affected by U.S. mail or by facsimile. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier. Notices by facsimile shall be deemed to have been received on the date on the sending party's facsimile confirmation sheet.

To the School District:

Dr. Randy Shearouse, Superintendent
Effingham County School District
405 N. Ash Street
Springfield, Georgia 31329
Facsimile: (912) 754-7033

With a copy to:

James D. Kreyenbuhl, Esq.
Brennan, Harris & Rominger LLP
P.O. Box 2784
Savannah, Georgia 31402
Facsimile: (912) 236-4558

To Effingham County:

[Signature]
County Administrator
601 N. Laurel Street
Springfield, Georgia 31329  
Facsimile: (912) 754-4157

With a copy to:

Edward L. Newberry, Jr., Esq.  
The Newberry Law Firm, P.C.  
P.O. Box 790  
Springfield, Georgia 31329  
Facsimile: (912) 407-0379

To the Sheriff’s Office:

Sheriff Jimmy McDuffie  
130 E. 1st Street  
Springfield, Georgia 31329  
Facsimile:

With a copy to:

Edward L. Newberry, Jr., Esq.  
The Newberry Law Firm, P.C.  
P.O. Box 790  
Springfield, Georgia 31329  
Facsimile: (912) 407-0379

ARTICLE 15- GENERAL PROVISIONS OF THIS AGREEMENT

The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience, and ease of reference, and shall be disregarded in the construction of this Agreement.

No failure of any party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by another party with this Agreement, and no custom or practice of any party at variance with the terms and conditions of this Agreement, shall constitute a waiver of any such party’s right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.

This Agreement shall be governed by, construed under, performed, and enforced in accordance with the laws of Georgia.

Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

This Agreement may be executed in multiple counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.
ARTICLE 16- ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties, and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

ARTICLE 17- SEVERABILITY OF TERMS

In the event that any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

ARTICLE 18 - IMMUNITY

Nothing contained in this Agreement shall be deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.

In conclusion: The SRDs work for the Sheriff in conjunction with the School District Board of Education. The SRDs enforce Georgia State Laws and County Ordinances. The SRD does not enforce School District policies.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

EFFINGHAM COUNTY SHERIFF’S OFFICE

By: 

Effingham County Sheriff

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: 

Effingham County Board of Commissioners

EFFINGHAM COUNTY SCHOOL DISTRICT

By: 

Dr. Randy Shearouse, Superintendent
Staff Report

Subject: Approval of the Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for Paper Based GED Testing for Offenders

Author: Alison Bruton, Purchasing Agent

Department: Purchasing & Prison

Meeting Date: 7/19/2022

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

Summary Recommendation: Staff recommends approval.

Executive Summary/Background:

- The purpose of this Agreement is for the Department to provide paper based GED® testing services for offenders at Effingham County Prison.
- Effingham County is responsible for paying for test booklets for content area tests at a rate of $30.00 per test content area per tester no later than thirty (30) days after invoice receipt.
- This contract is necessary because Savannah Tech is no longer willing to come into the Prison to administer the GES tests due to COVID-19.
- The agreement has 30 day termination clause.
- The agreement will be effective July 1, 2022 and will run through June 30, 2023.
- The IGA has been previously reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

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

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing & Prison

Funding Source: Operating Budget for Prison

Attachments: Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for Paper Based GED Testing for Offenders
INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE GEORGIA DEPARTMENT OF CORRECTIONS
AND
Effingham County Correctional Institution
Paper Based GED® Testing for Offenders

THIS AGREEMENT is entered into the first day of July, 2022 by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (“Department”), and Effingham County Prison a political subdivision of the State of Georgia (“County”), acting by and through its Board of County Commissioners, referred to individually as “Party” or together as “Parties.”

WHEREAS, the purpose of this Agreement is for the Department to provide paper based GED® testing services for offenders at Effingham County Correctional Institution, 321 Hwy 119 South, Springfield, GA 31329 (“Testing Location”).

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

1. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit “A,” attached hereto and incorporated by reference herein (the “Services”). The Department and the Governmental Entity shall meet annually to review the Services. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.

2. Independent Contractor. In the performance of the services, and for all tax, liability, employment, and insurance purposes, Governmental Entity shall at all times be an Independent Contractor and not an agent, representative, or employee of the Department. Governmental Entity shall determine the means and manner of performance of its responsibilities, and Governmental Entity shall not hold itself out to be an employee or agent of the Department.

3. Compensation. The Department agrees to pay Governmental Entity in accordance with Exhibit “B” attached to this Agreement and incorporated by reference herein (the “Compensation Schedule”) for the full and faithful performance of the services under this Agreement during the term hereof. The Department shall pay Governmental Entity upon receipt of Governmental Entity’s invoice in approved form. The Department shall endeavor to pay approved invoices within 30 days of receipt; however, no interest shall accrue on past-due amounts. Governmental Entity acknowledges and agrees that the Department is authorized to withhold payments due the Governmental Entity until
Governmental Entity has filed with the Department the Governmental Entity’s Taxpayer Identification Number. In addition, payments otherwise due the Governmental Entity may be withheld by the Department on account of the Services being deemed deficient by the Department and not remedied or for breach of any term of this Agreement. If the foregoing deficiencies are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the Department may terminate this Agreement in the manner provided for herein. Payment request submitted thirty (30) days after the termination of this Agreement will not be paid by the Department.

4. **Benefits.** The Governmental Entity acknowledges that he is not entitled to any benefits, including health insurance, workers compensation coverage, unemployment compensation coverage, which are ordinarily provided to employees of the Department.

5. **Pledges of Credit.** Governmental Entity acknowledges that the State of Georgia may not lawfully pledge its credit so as to cause a State agency to incur a financial obligation unless funds to honor the obligation have been lawfully appropriated. In the event that the source of any payment by the Department as provided for herein is insufficient, in the sole discretion of the Department, this Agreement shall terminate without further obligation of the Department.

6. **Expenses.** The Department shall not be liable for and shall not reimburse Governmental Entity for any travel or other expenses incurred by the Governmental Entity unless approved in advance by the Department in writing. Any such reimbursement shall be made in accordance with and in amounts permitted by applicable state rules and regulations.

7. **Equipment.** The Department is not required to provide any office space nor any equipment to the Governmental Entity except as specifically provided under this Agreement.

8. **Term and Amendment.** This Agreement shall be effective as of the 1st day of July, 2022, and shall continue in full force and effect until 11:59 p.m. on June 30, 2023. Any changes, modifications, or amendments to this Agreement will be effective only if reduced to writing and signed by both parties.

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

FY23 IGASystemGovt
any Agreement renewals shall bind the Department and the Governmental Entity. Upon the Department’s election, in the Department’s sole discretion, to renew any part of this Agreement, the Governmental Entity shall remain obligated to perform in accordance with this Agreement unless otherwise agreed in writing by the Department and the Governmental Entity.

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

11. **Termination for Convenience.** Either party may terminate this Agreement for any reason by providing written notice fourteen (14) days in advance of such termination. In the event of termination under this paragraph, the Department shall pay the Governmental Entity for Services that have been fully and faithfully performed prior to the effective date of termination; provided, however, that payments otherwise due the Governmental Entity may be applied by the Department against amounts due or claimed to be due the Department and, in addition, if termination is for cause, payments may be withheld by the Department on account of the Services being deemed deficient and not remedied by the Governmental Entity prior to the effective date of termination. Governmental Entity shall be liable to the Department for any additional cost incurred by the Department as a result of deficiencies in the Services to be provided hereunder.

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

13. **Conflicts of Interest.** The Governmental Entity covenants that the Governmental Entity presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Governmental Entity’s services hereunder. The Governmental Entity further covenants that in the performance of this Agreement, the Governmental Entity will not employ any person having such an interest.

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

15. **Screening.** Governmental Entity acknowledges and agrees that Governmental
Entity, including employees of Governmental Entity and subcontractor(s) of Governmental Entity, shall be subject to background investigations, including but not limited to criminal background investigations, conducted by duly authorized agents of the State, and while on the premises of any Department Facility, Governmental Entity and Governmental Entity’s personnel shall be subject to, and agree to comply with, rules pertaining or related to safety and security, including spoken directives of GDC facility staff and the Department’s standard operating procedures related to Employee Standards of Conduct and sexual harassment.

16. Training. In the event the Agreement is to perform Services at a Department facility, the Governmental Entity shall participate in Department and facility policy and procedure orientation which shall include but shall not be limited to institutional rules, security and operations. The Governmental Entity shall participate in any additional training as needed or appropriate to the services being rendered to the Department. The determination of additional training shall be solely determined by the Department.

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

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

18. Standards of Conduct and Sexual Harassment. Governmental Entity agrees that the Governmental Entity and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the Department or who come into contact with any employee of the Department shall comply with the Department's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by Department personnel. If the Governmental Entity or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Governmental Entity will allow and assist the Department in investigating the charge or accusation. If the charge is established or if the Governmental Entity, its agents, employees, officials or subcontractors is found guilty of sexual harassment disciplinary action, including dismissal and termination of the contract and/or services may be instituted by the Department. The Governmental Entity will take appropriate action to sanction the violation and to ensure that there are no further violations. The Department may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision. The Governmental Entity shall execute acknowledgements evidencing that it has been advised of the Department’s Standard of Conduct and Sexual Harassment.

FY23 IGASStateGovt
Conduct, Guidelines for Contract Personnel and Unlawful and Sexual Harassment Policies of the Department.

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

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

21. **Shop Right.** Governmental Entity agrees that any processes, equipment, proprietary know-how or other proprietary information or matters that are produced or result, directly or indirectly, from or in connection with Governmental Entity’s performance of the Services shall be the property of the Department, and Governmental Entity further agrees to execute any and all documents, or take additional actions which may be necessary in the future to give full effect to this provision.

22. **Cooperation.** Governmental Entity and the Department, its employees, agents, subcontractors, and assigns, agree to cooperate fully in the defense of any litigation brought
against the Department or Governmental Entity relating to this Agreement, and each party shall give the other prompt notice of any claim, demand, suit, or proceeding.

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

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

<table>
<thead>
<tr>
<th>It to Governmental Entity:</th>
<th>Effingham County Prison</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Janet M. Robere</td>
</tr>
<tr>
<td></td>
<td>321 Hwy 119 South</td>
</tr>
<tr>
<td></td>
<td>Springfield, GA 31329</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If to Department:</th>
<th>Jennifer Ammons</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>General Counsel</td>
</tr>
<tr>
<td></td>
<td>Georgia Department Corrections</td>
</tr>
<tr>
<td></td>
<td>State Offices South at Tift College</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 1529</td>
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<td></td>
<td>Forsyth, Georgia 31029</td>
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<table>
<thead>
<tr>
<th>With Copy to:</th>
<th>Dr. Jennifer Irvin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>300 Patrol Road</td>
</tr>
<tr>
<td></td>
<td>Upshaw – 2nd Floor</td>
</tr>
<tr>
<td></td>
<td>Forsyth, GA 31029</td>
</tr>
</tbody>
</table>

25. **Headings.** The headings in this Agreement have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.

26. **Survival.** The terms, conditions, representations, obligations, understandings and undertakings herein shall survive any termination of this Agreement.

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

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

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

30. **Governing Law.** This Agreement is executed in the State of Georgia, and the laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Courts of Fulton County for any action arising from Governmental Entity’s provision of Services pursuant to the Agreement.

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

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

33. **Waiver.** The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.
34. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

35. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, and undertakings between the parties hereto with respect to the subject matter hereof are merged herein. This Agreement may be modified only by mutual consent of the parties. Any modification must be in writing and signed by both parties.

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

**GEORGIA DEPARTMENT OF CORRECTIONS**

By: ___________________________
    Jennifer Ammons
    General Counsel

Date: __________________________

**GOVERNMENTAL ENTITY**

By: _____________________________
    Wesley Corbitt,
    Chairman

Date: ___________________________
Exhibit A
Scope of Services

I. The Governmental Entity Shall:

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

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

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

3. Provide a quiet, secure location for testing that will accommodate the number of testers and necessary space between testers that will satisfy social distancing requirements as well as a staff member to ensure security during testing.

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

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

6. Provide approved calculators and scratch paper for use on the test.

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

8. Ensure that all testers have photo identification to present on the day of testing as the GDC test administrator will not test without identification.

Department will be responsible for the following:

1. Order tests on behalf of Governmental Entity based on provided list of testers and test content area(s) needed.
2. Pick up and transport test booklets and other materials from official Department delivery site to Government Entity.

3. Provide testing services according to Pearson Vue guidelines.

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

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

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

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

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

Subject: Approval of Agreement for the Maintenance of Rural Land Schedules and Methodology for 2023-2025 with GMASS, Inc.
Author: Alison Bruton, Purchasing Agent, Neil Groover, Tax Assessor
Department: Purchasing/Tax Assessor
Meeting Date: July 19, 2022
Item Description: Agreement for the Maintenance of Rural Land Schedules and Methodology for 2023-2025 with GMASS, Inc.

Summary Recommendation: Staff recommends Approval of the Agreement for the Maintenance of Rural Land Schedules and Methodology for 2023-2025 with GMASS, Inc. for a total of $6,900.00 per year for three (3) years

Executive Summary/Background:
- The County had contract in place with GMASS for Classifications & Values for Rural Land & Timber that was for 4 years and has been completed.
- The Tax Assessor’s Office has requested to continue with their services for the Maintenance of Rural Land Schedules and Methodology for 2023 through 2025 in the amount of $6,900.00 per year, the same rate as the previous agreement.

Alternatives for Commission to Consider
1. Approval of the Agreement for the Maintenance of Rural Land Schedules and Methodology for 2023-2025 with GMASS, Inc. for a total of $6,900.00 per year for three (3) years
2. Do not approve the Agreement.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Purchasing / Tax Assessor
Funding Source: Department 12 – Tax Assessor’s budget

Attachments:
1. Agreement for the Maintenance of Rural Land Schedules and Methodology for 2023-2025 with GMASS, Inc.
Agreement for the Maintenance of Rural Land Schedules and Methodology (2023-2025)

This agreement entered into on this day of _______________________________, 2022 between the Effingham County Board of Commissioners and GMASS, Inc. provides for the maintenance of Rural Land Schedules and Methodology for the digest years of 2023, 2024 and 2025.

For the purpose of maintaining rural land schedules and methodology in Effingham County for the years of 2023 through 2025, inclusive, Georgia Mass Appraisal Solutions and Services, GMASS, shall perform the following at the provided cost.

<table>
<thead>
<tr>
<th>Service</th>
<th>Year 1 – Cost</th>
<th>Year 2 – Cost</th>
<th>Year 3 - Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop land values for small and large rural tracts. County will furnish the GIS photography with necessary layers</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Review sales for timber value and other non-land items. County improvement values will be used. County will perform sales qualification and provide sales.</td>
<td>$2,200.00</td>
<td>$2,200.00</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>Classify large and small tracts according to accessibility and desirability</td>
<td>$750.00</td>
<td>$750.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>Maintain the accessibility/desirability schedule with adjustments for size, location and characteristics within the parcel</td>
<td>$1200.00</td>
<td>$1200.00</td>
<td>$1200.00</td>
</tr>
<tr>
<td>Maintain the absorption rate for large tracts</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$250.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$6900.00</strong></td>
<td><strong>$6900.00</strong></td>
<td><strong>$6900.00</strong></td>
</tr>
</tbody>
</table>

The County shall provide the following at no cost:

1. Access to the live data and backups
2. Imagery and parcel layer when needed
3. Office space with desk, if needed
4. Sales qualification
Item IX. 4.

For Effingham County Board of Commission...

For GMASS, Inc
Staff Report

Subject: Approval of rate increase to the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc.

Author: Alison Bruton, Purchasing Agent

Department: Solid Waste

Meeting Date: July 19, 2022

Item Description: Rate increase to the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc.

Summary Recommendation: Staff recommends approval of the rate increase for the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc.

Executive Summary/Background:

- Effingham County currently has an agreement in place with Atlantic Waste Services, Inc. for Solid Waste Collection and Recycling Services. The initial term of this agreement was February 20, 2018 through June 30, 2021.

- An Amendment was approved in September of 2021 which extends the term of the agreement through December 31, 2025, with automatic extensions for up to two (2) additional four (4) year terms unless either party gives notice of intent to terminate.

- Atlantic Waste is requesting to increase the following rates:
  - Residential Trash/Recycle: $19.13 (up from $17.63 [$1.50 increase])
  - Extra Trash Cart: $10.18 (up from $9.38 [$0.80 increase])
  - Extra Recycle Cart: $5.97 (up from $5.50 [$0.47 increase])

Alternatives for Commission to Consider

1. Approval of rate increase to the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, County Manager, Finance

Funding Source: Sanitation Fund

Attachments:

1. Atlantic Waste Services, Inc. Agreement and Amendments
2. Increase Request and documentation
SOLID WASTE COLLECTION
AND RECYCLING SERVICE AGREEMENT

THIS AGREEMENT (hereinafter referred to as “Agreement”), made and entered into by and between the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter called the “County”), and ATLANTIC WASTE SERVICES, INC. (hereinafter called the “Contractor”) of Georgia, a corporation maintaining an office located in Pooler, Georgia, for the purposes of engaging in the business of providing refuse collection, removal and disposal services.

WHEREAS, the County is empowered to provide for the collection and disposal of solid waste and is further allowed by law to enter contracts; and

WHEREAS, the County, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens, finds it necessary to regulate and control the collection of garbage, yard waste and recycling in the County, including its lawful disposal and has determined that the best interest of the County would be served by the employment of the contractor for said purpose; and

WHEREAS, the Contractor is willing to render the service of collection of garbage, recycling and yard waste within the County including its lawful disposal upon the terms and conditions hereinafter set forth; and

WHEREAS, it is the expectation of each of the parties that by entering into this Agreement, and by the full and faithful observance and performance of its respective duties, obligations and responsibilities, a mutually-satisfactory relationship between them will be established and maintained; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Contractor hereby agree as follows:

TERM OF CONTRACT

This Agreement shall be effective and binding on the date that the last authorized signature is affixed and performance of such Agreement shall begin on February 20, 2018. The initial agreement shall terminate on June 30, 2021. There will be four (4) single-year renewals unless either party provides at least sixty (60) days prior written notice to the other party of its intent not to renew the Agreement. The terms and conditions of this Agreement during any renewal term shall be upon the same terms, conditions and fees as set forth herein, unless agreed to otherwise in writing by both parties in an amendment to this Agreement. Notwithstanding the foregoing, this Agreement may be terminated during the initial term or renewal term pursuant to the provisions in the next following paragraph or the provisions of section 35 below.

This Agreement shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement in accordance with O.C.G.A. §36-60-13.
DEFINITIONS.

*Bags.* Plastic storage bags with sufficient wall strength to maintain integrity when lifted from the top. Maximum total weight of bags and contents shall not exceed fifty (50) pounds.

*Board* means the Effingham County Board of Commissioners.

*Bulky waste* means discarded items that are larger than three feet in any dimension, and/or heavier than 50 pounds in weight, and, therefore, too large to be collected in residential municipal solid waste storage containers or carts, including, but not limited to, items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, and other similar items.

*Collect or collection* means to remove residential solid waste and residential recovered materials for transport to a disposal facility or processing facility, or cause such to be removed.

*Collection services* means the collection from a residential service unit and any other locations which generate residential solid waste and residential recovered materials including related transportation, transfer, processing and/or disposal.

*Construction & Demolition (C&D) Refuse* means waste material resulting from construction, repairs, remodeling or demolition operations on structures of all kinds, sidewalks and driveways, and including waste and rejected material such as earth, stone, brick, debris and waste products from installation or replacement of plumbing, heating, air conditioning, and electrical systems as well as flooring, carpeting, roofing, and lot cleaning or lot clearing.

*County* means Effingham County, Georgia.

*Curbside collection* refers to the collection of residential solid waste and residential recovered materials from the designated residential collection location. Containers placed behind any structure such as a fence or wall or placed in a vault below the ground surface are not included in this definition and shall be excluded from curbside service.

*Dead Animals* means dead animals or portions thereof, weighing less than fifty (50) pounds.

*Designated residential collection location* means the location where the residential solid waste storage container or cart, residential recovered materials storage container, and/or any yard trimmings are placed within one to six feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the residential service provider, that will provide safe and efficient accessibility to the residential service provider's collection crew and vehicle.

*Disposal* means dumping or depositing solid waste into or onto a disposal facility.

*Disposal facility* means any facility or location where the final deposition of solid waste occurs and includes, but is not limited to, landfills and solid waste thermal treatment technology facilities licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive refuse for processing or final disposal.

*Duplex* means a building designed exclusively for residential occupancy by two families.

*Hazardous waste* means any solid waste which has been defined as a hazardous waste in regulations promulgated by the United States Environmental Protection Agency or under the Georgia Hazardous Waste Management Act. Materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCB's), asbestos, lead-based paints, infections or infected wastes, radioactive materials and petroleum products, offal, feral matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a “hazardous waste”, a “hazardous substance”, or similar designation under any federal, state or local environmental law.
Mobile home means a mobile or manufactured home, receiving residential-type waste collection.

Multifamily dwelling means a building designed exclusively for residential occupancy by more than one family, except for duplex, triplex, and quadruplex units.

Non-curbside collection means collection of residential solid waste, residential recovered materials, bulky waste, white goods, and/or yard trimmings outside the designated residential collection location.

Overage means the placement of residential solid waste in the residential solid waste storage container or cart such that materials extend beyond the container rim and the lid fails to fully close.

Person means the state or any other state agency or institution thereof, and municipality, county, political subdivision, public or private corporation, solid waste authority, special district empowered to engage in solid waste management activities, individual, partnership, association, or other entity in the state or any other state. The term "person" also includes any officer or governing or managing body of any county, political subdivision, solid waste authority, special district empowered to engage in solid waste management activities, or public or private corporation in the state or any other state. The term "person" also includes employees, departments, and agencies of the federal government.

Processing means any method, system or other treatment designed to change the physical form or chemical content of solid waste, and includes separation from solid waste or other handling of recovered materials for recycling.

Processing facility means a facility whose activities include, but are not limited to, the separation and preparation of solid waste for reuse or disposal or separation and preparation of recovered materials or yard trimmings to produce a marketable commodity.

Quadruplex means a building designed exclusively for residential occupancy by four families.

Recovered materials means those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

Recovered materials processing facility means a facility engaged solely in the storage, processing, and resale or reuse of recovered materials. The term "recovered materials processing facility" shall not include a solid waste handling facility; provided, however, any solid waste generated by such facility shall be subject to all applicable laws and regulations relating to such solid waste.

Recycling means any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products except for mixed residential solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential sources. Recycling includes the composting process if the compost material is put to beneficial use.

Refuse means all residential solid waste.

Residential solid waste means solid waste generated at a residential service unit.

Residential solid waste collection services means the collection, processing and disposal of residential solid waste by a residential service provider.

Residential solid waste storage container or cart or receptacle means a leak proof container with attached lid and wheels that will allow the manual, automated or semi-automated collection of residential solid waste, meeting the specifications established by the county.

Residential recovered materials means recovered materials generated at a residential service unit.

Residential recovered materials collection service means the collection and processing of residential recovered materials in a single stream.

Residential recovered materials storage container means a container that will allow collection of residential recovered materials meeting specifications established by the county.
Residential service fee means the fee assessed on each residential service unit for collection, transportation, processing and/or disposal of residential solid waste and residential recovered materials for the administration of the county’s solid waste program.

Residential service provider means a person who has received a service agreement from the county to perform the physical process of collecting, transporting, processing and disposing of the residential solid waste, residential recovered materials, and/or yard trimmings within unincorporated Effingham County.

Residential service unit means each unit or units within the following categories: single-family dwellings; duplexes or two-unit multifamily dwellings; triplexes or three-unit multifamily dwellings; quadruplexes or four unit attached multifamily dwellings; and mobile homes. A residential service unit shall be deemed occupied when either water or electrical services are being supplied thereto.

Residential service unit owner means any person, firm, corporation or other entity owning a residential premises in unincorporated Effingham County.

Residential solid waste collection and disposal means the performance of all requirements within this Agreement and applicable laws related to residential solid waste, residential recovered materials, and yard trimmings, as well as incidental administrative tasks related to the performance of those requirements.

Single-family dwelling means a building designed exclusively for residential occupancy by one family.

Single-Stream Recyclable Materials means plastic containers coded 1-5, Tin cans, Aluminum, Paper products: newspapers, junk mail, magazines, etc., Cardboard and Glass generated by Residential Units within the unincorporated areas of the County, that are collected and commingled within a single 95 gallon wheeled receptacle that will be provided to each Residential Unit by Contractor. Recyclables do not include hazardous waste or items contaminated with food waste.

Solid Waste refers to garbage and trash, and may include glass jars, bottles, aluminum cans, steel cans, plastic beverage containers (PET & HPDE), newspapers and inserts, spiral paper, cans, and other Solid Waste including Yard Waste. Solid Waste shall not include discarded building construction and demolition (C&D) materials, trees, brush and other materials resulting from the activities of building Service Providers, commercial tree trimmers or commercial lawn services, large quantities of sod, dirt and trash from land clearing, and other materials requiring special handling.

Special needs resident means a residential service unit owner who, as a result of a physical or mental challenge, is unable to place his residential solid waste storage container or cart, residential recovered materials storage container, and/or yard trimmings at the designated residential collection location for collection by the residential service provider.

Transfer station means a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility or processing facility.

Treated wood means wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency.

Triplex means a building designed exclusively for residential occupancy by three families.

Unacceptable waste means hazardous waste, biomedical waste, tires, paints, paint solvents, treated wood, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than ten pounds, firearms, and any and all waste of which the acceptance and handling by a residential services provider or commercial service provider would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to the service provider’s equipment or facilities, or present a substantial danger to the health or safety of the public or the service provider’s employees.

White goods and furniture means household appliances such as refrigerators, stoves, washers, dryers, water heaters, and other large enameled appliances, which do not contain polychlorinated biphenyl (PCB) or chlorofluorocarbon (CFC) units and have been officially certified to that effect, and in the case of refrigerators
and freezers, which have had the doors removed and furniture, mattresses, and waste material other than dead animals, commercial refuse, or hazardous waste, which weight exceeds fifty (50) pounds and/or volumes greater than thirty-five (35) gallons. White goods are and only required to be accepted at the Convenience Center.

*Yard trimmings* means leaves, brush, grass clippings, shrub and tree pruning's, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping, development and maintenance other than mining, agricultural, and silvicultural operations. As used herein, the term "yard trimmings" does not include stumps, roots, shrubs with intact root balls, bulk soil or stone and specifically excludes all treated wood.

*Yard Waste* means leaves, grass clippings, garden residue, mulch, tree trimmings, tree branches no more than four (4) feet in length and four (4) inches in diameter and that are bundled and tied, chipped shrubbery and other vegetative material generated from a residential yard or garden. Yard waste does not include tree stumps, rocks, and bulk soil or stone.

**COLLECTION OF RESIDENTIAL SOLID WASTE.**

All residential solid waste collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. The Contractor will be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations. Before disposal, all residential solid waste collected from waste generators in Effingham County will be weighed and recorded. The Contractor will provide the County with a monthly tonnage report that is to be delivered to the designated Effingham County representative within ten days of the end of the month for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for County inspection.

The Contractor will provide all residential service units with one (1) new, industry standard, 95 gallon or more lidded, wheeled container. The container will be at no cost to the County or customer. All equipment will bear the name of the contractor. All garbage collection equipment will be maintained in good repair and appearance.

The Contractor will be required to pick up, on a weekly basis, all residential solid waste, provided it is placed in an approved collection container and set out for collection. Any materials set out for collection that are not in an approved container will be left at the curb along with instructional materials educating the customer about the County's solid waste plan and recycling program. Contractor shall not be responsible for the collection of white goods or bulky items as those items shall be delivered by the resident to county drop off center or some other permitted facility.

The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the County and residential service unit owners, in writing, ten (10) business days in advance of the effective date.

**YARD WASTE.**

The company will be required to pick up all yard waste contained within the residential solid waste storage container from each residential unit at the same schedule as collecting refuse.

All yard waste shall be placed into the residential solid waste storage container only. There will be no collection of yard waste outside of the cart or garbage that is outside of the cart resulting from excessive yard waste that is inside of the cart.

It is the company's responsibility to properly dispose of all yard waste collection containers at no additional cost to the County.
COLLECTION OF RECYCLABLES

The contractor must provide for a single stream collection of recyclables.

The Contractor shall collect, but not limit collection to, the following recyclable materials:
- Plastic containers coded 1-5
- Tin cans
- Aluminum
- Paper products: newspapers, junk mail, magazines, etc.
- Cardboard
- Glass

Recyclable materials will be collected curbside on a bi-weekly basis. Vehicles designated for recycling will be identified as recycling vehicles and will be either covered or secured so as to prevent recyclables from being scattered or spilled.

Recyclable materials will be kept separately stored in the container provided by the contractor. The container will be industry standard, 95 gallon, a different color than the garbage container, and labeled as a recycling container. All recyclable materials collected by the Contractor will be the property of the Contractor and the Contractor is responsible for its removal and disposal.

Before processing the materials collected within Effingham County, the Contractor will weigh and record the amount of recyclables collected. The Contractor will provide the County with a monthly tonnage report. The report shall be given to the County’s Designated Representative within ten days of the month end for which the data was collected. The Contractor will maintain, for a period of five years, copies of weight tickets which are to be made available for County inspection.

All recyclable items must be processed at an approved recycling facility. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards and requirements.

The Contractor is prohibited from collecting recyclables from a household and mixing them with garbage unless the County grants prior written approval. The County reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of recyclable material.

The Contractor will not collect the recycling cart if non-recyclable materials have been placed inside the cart provided. In the event that non-recyclable materials are placed in the cart, the Contractor will leave the materials in the cart along with instructional materials educating the customer about the recyclable materials accepted in the Effingham County recycling program and how to prepare those materials.

The Contractor may remove the recycling container if the customer continues to place non-recyclable materials in the recycling container after receiving instructional materials about the recyclable materials that are acceptable after Third (3rd) infraction in Three (3) Months.

NEIGHBORHOOD CLEANUP PROJECTS

The County sponsors community cleanups and recycling events. The Contractor will be responsible for providing collection assistance, collection containers, and disposal services for six (6) community cleanup events annually – one in each of the five (5) county districts and one in the designated MS4 area. Schedules and sites are to be determined by the event.

For each community clean-up event, the Contractor will deliver at least two (2) thirty (30) yard roll off containers to a pre-designated site on the Friday before the weekend cleanup and will collect the containers the
following Monday. Contractor will monitor the containers during the weekend cleanup event and will swap out containers as needed, with a maximum being 3 swap outs per container per event or 6 total per event.

**COUNTY FACILITIES WASTE AND RECYCLABLES COLLECTION**

Beginning on the service commencement date, Contractor shall collect all waste and recyclables placed inside the 95 gallon carts at sites located at County buildings or facilities in both the un-incorporated areas and the incorporated municipalities as scheduled through mutual agreement. Contractor shall provide the County with carts in sufficient number and capacity to contain such waste and recyclables at no extra charge. However locations that require more capacity than 3 garbage carts and 3 recycling carts shall utilize front-end containers with a following fee schedule below.

Within the first year of the Contract term, Contractor shall conduct a receptacle audit to assess whether the receptacles are sufficient in capacity to hold the volume of material being discarded. Contractor shall communicate findings of the audit to the designated County representative, and propose appropriately sized receptacles as necessary.

The Contractor will provide for the collection of waste and recyclables at the facilities designated. Contractor provided containers are to be clearly labeled to receive waste and recyclables. Frequency of service shall be weekly for garbage and bi-weekly for recyclables.

**Location of County Sites is as follows:**

<table>
<thead>
<tr>
<th>DEPARTMENT NAME</th>
<th>DEPARTMENT ADDRESS</th>
<th>SIZE OF WASTE RECEPTACLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goshen Apartments</td>
<td>Goshen &amp; Hwy 21, Rincon, GA 31326</td>
<td>8 yd front load x 1</td>
</tr>
<tr>
<td>Ball Field</td>
<td>Honeyridge Road, Springfield, GA 31329</td>
<td>8 yd front load x 1</td>
</tr>
<tr>
<td>Annex</td>
<td>768 GA Hwy 119 S, Springfield, GA 31329</td>
<td>8 yd front load x 2</td>
</tr>
<tr>
<td>Prison</td>
<td>321 GA Hwy 119 S, Springfield, GA 31329</td>
<td>8 yd front load x 7</td>
</tr>
<tr>
<td>Prison (Animal Shelter)</td>
<td>321 GA Hwy 119 S, Springfield, GA 31329</td>
<td>30 yd roll off x 2 (on call service)</td>
</tr>
<tr>
<td>Jail</td>
<td>130 1st Street Extension, Springfield, GA 31329</td>
<td>8 yd front load x 2</td>
</tr>
<tr>
<td>New Courthouse (Judicial Complex)</td>
<td>700 North Pine Street, Springfield, GA 31329</td>
<td>8 yd front load x 1</td>
</tr>
<tr>
<td>Historic Courthouse</td>
<td>901 North Pine Street, Springfield, GA 31329</td>
<td>8 yd front load x 1</td>
</tr>
<tr>
<td>Convenience Center</td>
<td>2750 Courthouse Road, Guyton, GA 31312</td>
<td>8 yd front load x 1</td>
</tr>
<tr>
<td>Waste Water Treatment Plant</td>
<td>805 Low Ground Road, Guyton, GA 31312</td>
<td>2 yd front load x 1</td>
</tr>
<tr>
<td>Sandhill Athletic Park</td>
<td>199 Stagecoach Avenue, Guyton, GA 31312</td>
<td>8 yd front load x 1</td>
</tr>
</tbody>
</table>

**CONVENIENCE CENTER**

Contractor will operate the Convenience Center located at 2750 Courthouse Road, Guyton, GA 31312, from Wednesday to Saturday 8:00 a.m. until 5:30 p.m.
Contract: 17-001 – Solid Waste Collection and Recycling Services

Contractor will operate Toledo Scales ("scales") and direct loads of solid waste at the Convenience Center located at 2750 Courthouse Road, Guyton, GA 31312.

Contractor will assign qualified personnel to manage and operate the scales and to direct loads of solid waste at the Convenience Center. Contractor shall not receive any benefit including economic benefit from the use of county inmates.

Contractor will ensure all employees wear safety shoes and hearing/eye protection pursuant to Contractors policy.

Contractor will provide operation and safety training for the personnel who will operate the scales and will provide any additional personal protective equipment when deemed necessary by the Contractor, in its reasonable discretion.

Contractor will provide at least two (2) forty (40) yard containers for garbage; at least two (2) forty (40) yard containers for yard waste; at least two (2) forty (40) yard containers for bulk.

Contractor will receive Yard Trimings, as defined by O.C.G.A. §12-8-22(42). The Yard Trimings shall be disposed of in a beneficial manner in accordance with the Georgia Department of Natural Resources Environmental Protection Divisions Rules for Solid Waste Management, Chapter 391-3-4, as amended. The Contractor shall cease accepting Yard Trimings should Effingham County apply for, and receive, a solid waste handling permit. The Contractor will have the option to burn yard waste or the county shall provide a bulldozer and operator to clear new space once there is no more room to dispose of yard debris.

Contractor will be responsible to use roll off trucks to transfer waste from the Convenience Center to disposal site and shall be responsible for all roll off containers at the Convenience Center. Contractor shall also be responsible for all collection boxes, equipment and containers at the Convenience Center. Contractor may charge a fee of $.08 per pound of $160.00 per ton to the citizens using the center as listed in the Effingham County Schedule of Fees. Any change in fee shall be approved by the Board of Commissioners.

Contractor shall receive scrap tires at the facility. The tires shall be stored and disposed of in accordance with the Georgia Department of Natural Resources Environmental Protection Divisions Rules for Solid Waste Management Chapter 391-3-4, as amended. The prices for tires are listed in the Effingham County Schedule of Fees.

The County shall be responsible for permitting the site, site mowing and maintenance of the Convenience Center structures.

Contractor shall comply will all applicable laws in performing their services at the Convenience Center.

Title to and liability for all waste delivered to the Convenience Center shall at no time pass to the County. The County shall have no obligation to handle waste materials delivered to the Convenience Center.

**SERVICE DAYS AND HOURS**

Regular Schedule.
Contractor shall provide collection on service days between the hours of 7:00 a.m. and 6:30 p.m. Prior to commencement of services the Contractor will, at its own expense, notify each residential service unit individually of the scheduled collection days or any changes thereto for the duration of this Agreement.

Holiday Schedule.
Pickup days will not be reduced by holidays but may be combined. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day. Contractor will advertise a minimum of three (3) times,
on a social media platform, the county website, the company website and local newspaper, schedule changes for holidays at least 10 (ten) days before any observed holidays. The following is a list of holidays:

* New Year’s Day
* Thanksgiving Day
* Christmas Day

**Changed Schedule.**
Contractor may not change a regularly scheduled collection day without County approval. If approved, the Contractor shall notify each customer of any change in that customer’s regularly scheduled collection day (except for Holiday schedule) or days in writing by first class mail at least 2 weeks prior to the change. Exceptions may apply with severe and/or extreme weather events that prevent the Contractor from performing services. If collection is suspended, Contractor will perform collection on the next regular collection day. The Contractor will not be allowed Sunday collection except in emergency situations approved by the County.

**Emergency Schedule.**
Contractor may have to alter regular service due to unforeseen natural or manmade circumstances. When these events occur, Contractor shall communicate with the County on a satisfactory return to normal operation and clean up schedule. Contractor shall advertise on its and the county’s website as well as other social media platforms the revised schedule. Contractor will send phone messages to all available phone numbers that are provided by the county. Failure to do so will cause a $2,500 per day fine until normal schedule is restored.

**COLLECTION SERVICE EXCEPTIONS.**
Contractor is not obligated to collect solid waste in the event of any service exception, but must complete and leave a non-collection notice securely attached to a receptacle at or near the set-out site.

Exceptions include solid waste that is not properly placed in receptacle, unpermitted waste (such as hazardous waste), or contamination of recyclable waste not in compliance with collection services and applicable State laws.

In its next monthly report, Contractor shall inform the County of each customer to which Contractor gave a non-collection notice.

**ROUTING.**

No later than 45 (forty-five) days prior to the Contract service commencement date, Contractor shall provide the County with route maps (hard copy and GIS files) and sheets for each collection route, including the following information:

- Beginning and ending points for each route, with route marked on a map;
- Aggregate number of customers on each route, type and capacity of collection vehicle, assigned number of workers for each route, and worker’s shift hours;
- Date and approximate time (morning or afternoon) of pickups; addresses of each customer’s premise.
- The VIN, tag and unit number of the vehicle assigned to each route.

The County may provide written comments on proposed route maps and sheets to Contractor no later than 10 (ten) business days thereafter. Within 10 (ten) business days after receipt of any comment from the County, Contractor shall promptly revise the maps, schedules, and route sheets to reflect the comments and return them to the County for corroboration and approval.

**Route changes with County Consent**

- Contractor shall submit to the County, in writing, any proposed change in collection route maps not less than 60 (sixty) days prior to Contractor’s proposed date of the change.
Upon County comments and mutual agreement, Contractor shall implement changes following 10 (ten) business days' notice, sent by Contractor, to affected customers so that no customer is left without collection for more than 6 (six) days.

**Route Audits**

The County may conduct audits of Contractor's collection routes. Contractor shall cooperate with the County on route audits, including permitting County employees or other persons designated by the County to follow the collection vehicles during the audit. Contractor will have no responsibility or liability for the salary, wages, benefits, or worker's compensation claims of any person designated by the County to conduct audits.

**ACCESS**

Contractor shall provide collection services to all residential premises service located on publicly owned roadways and privately owned roadways where the owner(s) grants written permission. Such roadways shall be accessible to waste collection vehicles. Privately owned roadways where the owner grants permission for collection of solid waste shall be maintained by the owner. All roads and right of ways used to collect waste shall be built and designed to handle the weight of the waste collection vehicles and Contractor shall not be liable for damage to roads for normal wear and tear in providing the service.

**INACCESSIBLE PREMISES**

Contractor and the occupant of a residential premises not conveniently accessible to a public or private right of way or not having suitable location at roadside for placement of carts or other residential solid waste shall agree on the manner and location for the collection of residential solid waste from such residential premises. Such agreement, for example may require that Contractor collect residential solid waste in bags approved by the Contractor and placed at a convenient location within 25 feet of roadside.

**COLLECTION EQUIPMENT**

Each collection vehicle must meet industry standards, licensure and approval by the County. In addition, Contractor shall comply with applicable U.S. Environmental Protection Agency standards and Georgia Department of Transportation regulations. At origination of this agreement all trucks will be brand new, but at no time during the term of this contract resulting or during any extension of said contract will the Contractor include any vehicles/equipment in the fleet being provided for Effingham County that is more than FIVE (5) years old.

Contractor will be required to use only GPS equipped trucks. Contractor will allow County real time access to the GPS system together with the ability to run reports as and when needed.

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition.

Vehicles are to have litter control devices.

Vehicles must be painted uniformly with the name of the contractor, the vehicle identification number and contractor's telephone number printed on each side in letters not less than 9 inches in height.

Vehicles are to be washed weekly or more often, if needed.

Vehicles are not to interfere unduly with vehicular or pedestrian traffic.

Vehicles are not to be left standing on streets, and alleys unattended, except as made necessary by loading operations.
Contract: 17-001 – Solid Waste Collection and Recycling Services

Contractor will promptly repair any damage or injury to any County property, road, right of way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the County property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

No advertising will be permitted on vehicles.

All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected.

All vehicles used for collection will have a fully enclosed metal top.

All loading doors and cab doors will be closed before a vehicle is placed in motion.

Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the contractor to immediately pick up scattered matter.

Drivers of vehicles which break hydraulic hoses and leak on County roads or rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route.

All clean ups must be reported within two (2) hours to the designated Effingham County representative. The report will include the address(es) of the area the spill occurred. If an address is not readily available, the Company will, by its vehicle’s GPS device, produce an area ID number.

The County or its designated representative shall have the right to inspect collection vehicles at least once annually and request any issues be addressed by Contractor.

**RECEPTACLE SPECIFICATIONS**

Contractor will provide one (1) new 95 gallon or more wheeled receptacle for solid waste collection and one (1) new 95 gallon wheeled receptacle for recycling collection to every residential premises suitable for occupancy in the unincorporated area of the County.

Receptacles must contain prescribed labeling, including any hazardous waste disposal prohibitions.

The receptacles shall be from a major U.S. manufacturer, designed for both U.S. industry standard, semi- and fully-automated collection equipment, and carry a 10-year warranty.

Occupants of residential premises may request one (1) or more additional receptacles.

**Repair or Replacement of Lost or Damaged Receptacle(s).**
Following a customer’s written request for repair of a damaged receptacle, Contractor shall repair the damaged receptacle or exchange it for an operative receptacle, remove and/or deliver a replacement receptacle, or repair a damaged receptacle, to that customer’s set-out site on that customer’s next regularly scheduled collection day without charge unless there is proven customer negligence. Contractor may charge a fee for willful removal or damage to a container, however, such charge shall not exceed the actual cost to the Contractor for the replacement.

**New Residential Units**
If the Contractor fails to deliver new curbside carts in a timely manner for new customers, the County will assess performance failure deductions in the amount of $100.00 per occurrence. Timely shall mean that the
carts are to be delivered not later than five (5) business days from the time the County places the order with the Contractor.

Contractor Removal of Refuse Receptacles
Upon expiration or termination of this Agreement, Contractor shall remove refuse receptacles at the following times: after replacement receptacles are provided to the customer’s premises, or at the time directed by the County.

SPECIAL RECEPTABLE ROLL OUT SERVICE

At customer request, Contractor shall provide roll-out or side door/back door service for refuse and recycling receptacles. In no event will side door or back door service be provided at a distance of more than 150 feet from the public roadway.

a. Without surcharge. Contractor shall provide roll-out service without surcharge to the following individuals:
   • Elderly or medically certified handicapped individuals, provided no other able-bodied person resides in the household and provided that the roll out service has been determined to be a medical necessity by a licensed physician and approved by the County.
   • Residential customers who may not meet the criteria in preceding item, but who demonstrate to the County similar physical hardship.

b. With surcharge. Contractor shall provide roll-out or backdoor service to any customer who does not meet the preceding listed criteria for the customer special service surcharge listed on the Contractor service fee schedule.

MISSCED COLLECTIONS AND COMPLAINT HANDLING

17.1 The Contractor shall maintain a customer service department call center to handle customer calls and complaints throughout the Term of the Contract. Contractor’s call center shall use a computerized customer database that shall be updated by the Contractor’s employees. All service requests or complaints shall initially be directed to contactor’s customer service department. All legitimate complaints resulting solely from the actions or omission of the Contractor shall be resolved within 24 hours. If requested by the caller, Contractor shall provide a receipt of the complaint by e-mail or fax.

17.2 Contractor will generate an electronic work order outlining all complaints received. The work order will contain:

17.2.1 Identification number
17.2.2 Date and time of initial call
17.2.3 Date and time of any follow up call(s)
17.2.4 Customer name, service address, and phone number
17.2.5 Type of service request or complaint
17.2.6 Contractor contact by whom service request or complaint was received

17.3 Contractor will issue a work order for each complaint. Upon resolution of the customer complaint, Contractor will close the work order and enter the results into call center database. The closed work order information will include all of the above data, plus:

17.3.1 Contractor’s determination as to legitimate or non-legitimate service request or complaint
17.3.2 Action taken to satisfy request or resolve complaint
17.3.3 Date of communication with Service Unit
17.3.4 Date and time of action taken
17.4 Contractor shall configure the computerized customer database that stores the service request and complaint records so that those records can be provided to the County on short notice upon request.

17.5 Contractor shall summarize work orders and complaints on a monthly basis.

17.6 The County’s goal is the resolution of 98% of all complaints within 24 (twenty-four) hours of the complaint.

QUALITY OF PERFORMANCE OF CONTRACTOR

18.1 Breach of Contract: Except as otherwise provided for herein, the failure to remedy in a reasonable manner the cause of any legitimate complaint resulting solely from the actions or omission of the Contractor by close of the next day collection shall be considered a breach of this Agreement with the County.

18.2 Liquidated Damages: The Parties agree that injury to the County caused by such a breach will be difficult or impossible to estimate accurately and the amount of damages set forth below for each breach are reasonable estimates of the County’s probable losses. Therefore, for the purpose of computing damages under the provisions of the Contract, the County may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:

18.2.1 Failure to clean up spilled Residential Solid Waste or, if requested by the Service Unit, Residential Single-stream Recovered Materials resulting from loading and/or transporting — per Service Unit per occurrence: $100.

18.2.2 Failure to collect Residential Solid Waste from a Service Unit within 24 hours from the time the report is received by the Contractor or on the next business day, whichever is later — per occurrence: $100.

18.2.3 Failure or neglect to correct chronic problems in any category of service, at the same premises (chronic shall mean three or more similar incidents at the same premises within a six month period) — per occurrence: $500.

18.2.4 Failure to provide Collection service to a group of accounts (missed area defined as more than five contiguous Service Units, or non-completed route) at least once per week — per occurrence: $1,000.

18.2.5 Failure to submit complete, accurate reports and invoices in the specified format and within the specific timeframes: Non-payment of invoice until submission of an accurate and appropriately formatted invoice and report is received.

18.2.6 Collection or commingling of Residential Single-stream Recovered Materials with Residential Solid Waste without explicit written authorization from the County: per occurrence $500.

18.2.7 Failure to clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks - per occurrence: $500.

18.2.8 Failure to maintain staffed office during specified hours (8:00 a.m. to 5:00 p.m. Monday through Friday) - per occurrence: $400.

18.2.9 Failure for Contractor’s employee(s) to wear a uniform and reflective safety clothing while performing under the Contract - per occurrence: $100.
18.2.10 Failure of Contractor to comply with any State or local littering laws - per occurrence: $100 in addition to any applicable fines levied.

18.2.11 Failure to replace or repair a damage cart within 48 hours of notice by the customer or designated county staff - per occurrence: $100.

18.2.12 Failure to replace a stolen cart within 48 hours of notice by the customer or designated county staff - per occurrence: $100.

18.2.13 Failure to deliver new curbside carts to new customers within 5 business days of notice by the customer or designated County staff - per occurrence: $100.

18.2.14 Failure to completely empty garbage and recycling cart within 48 hours after notice by the customer or designated county staff - per occurrence: $100.

18.2.15 Failure to place garbage or recycling cart at least 2 feet off of the paved road after emptying the cart after notice by the customer or designated county staff - per occurrence: $100.

18.2.16 For phone or in person complaints received and facilitated by county staff regarding any matter in this Agreement, the County shall deduct $5.00 for each instance over the amount of 10 per month.

18.3 Appeals Process for Assessment of Liquidated Damages: Within 5 business days of the assessment of any liquidated damages, the Contractor may submit a written appeal to the person designated by the County setting forth Contractor’s arguments for why such damages are unjustifiable. The County shall consider all such appeals in good faith. Within 5 business days of the submission of the appeal, the person designated by the County shall notify the Contractor in writing of any action taken with respect to Contractor’s claims.

**INADVERTENT COLLECTION AND DELIVERY OF UNPERMITTED WASTE**

If Contractor inadvertently collects and/or delivers unpermitted waste to a solid waste management facility and Contractor cannot identify or fails to remove it, Contractor shall arrange for its proper handling and disposal as required by Applicable Law and cooperate with the solid waste management facility owners or operators with respect to proper handling and disposal. Contractor releases County from obligation or liability to Contractor for those costs of disposal. Promptly upon County request, Contractor shall reimburse County for County’s reimbursement costs of handling unpermitted waste if Contractor does not do so. The Contractor shall have an Unpermitted Waste protocol in place.

**COLLECTION PERSONNEL**

Contractor will provide an adequate number of qualified personnel properly trained to conduct the tasks required by this Agreement and as may be required to satisfy the Department of Labor, Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970, as amended. The Contractor also shall comply with the provisions of the High-Voltage Safety Act of the State of Georgia, O.C.G.A. Section 46-3-30 et. seq., and all federal, state, and local codes, regulations, and standards.

Contractor may be required to submit a list of all personnel who will be utilized in fulfilling the requirements of this Agreement, and evidence of their qualifications. The County shall retain the right to reject personnel if they do not meet County qualifications.

Collection personnel will:
Perform in a safe, proper and effective manner, abiding by all applicable regulations.
Wear a uniform bearing the company’s name/logo and maintain a neat and professional appearance.
WILL NOT accept gratuities for any reason whatsoever from residents, tenants or other persons.

For all operations requiring the placement and movement of the Contractor's equipment, the Contractor shall observe, exercise and require their employees to observe and exercise all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and undue interference with the movement of the public or the County.

The Contractor must have in place a drug/alcohol free workplace policy that applies to all applicable employees. This policy should include provisions for reasonable suspicion, pre-employment, and post-accident drug/alcohol testing.

Contractor shall assure that no employees remove materials from the waste collected (scavenging) for their personal use or for sale. Contractor shall include in its regular training sessions this prohibition against scavenging. If any employee is found to be scavenging or not to be performing services in the manner required by this Agreement, Contractor shall take all appropriate corrective measures. If the County has notified Contractor of a complaint related to scavenging previously by an employee and this event constitutes the second or greater scavenging complaint, Contractor will consider removing the employee from work under this Agreement.

MEETINGS AND AUDITS

Contractor will meet once a month with the County’s designated representative(s) in the Effingham County Board of Commissioners Administration Building located at 601 N. Laurel Street, Springfield, GA 31329. The Contractor shall maintain adequate records of the services performed by the Contractor during the term of this Agreement. The County shall have the right to review all records maintained by the Contractor pursuant to this Agreement upon 24 hours written notice. In addition to the above, the County shall be entitled upon request to receive from the Contractor any records or documents maintained by the Contractor to perform such audits or investigations reasonably calculated to assess the performance by the Contractor under this Agreement.

RESIDENT REQUIREMENTS FOR CART/YARD WASTE PLACEMENT

Carts must be placed by all residents (with the exception of those handicapped or elderly individuals who have presented to the County a doctor’s certificate verifying their respective physical limitations) at the designated residential collection location by 6:00 a.m. on the designated collection day. Designated residential collection location means the location where the residential solid waste cart and the residential recycling cart, are placed within one to six feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the residential service provider, that will provide safe and efficient accessibility to the residential service provider’s collection crew and vehicle.

The Contractor may decline to collect any container not so placed. The Contractor will service residential units beginning no earlier than 7:00 a.m. and no later than 6:30 p.m.

HOUSE COUNT

The residential services to be provided by Contractor hereunder shall be for the curbside collection of all residential solid waste and yard-waste if contained within the cart only and recyclables generated by the residential units in the unincorporated areas of the County. By current house count, all residential units shall be serviced by Contractor under this Agreement. Contractor may request monthly house counts to be conducted by Contractor and County representatives and the compensation due Contractor shall be increased or decreased based on the house count. In the event a new cart is placed on or before the 15th day of a month, the residential unit shall be billed for the full month’s service.
USE OF SUBCONTRACTORS

It is understood that the Contractor must have the ability to undertake all the tasks outlined and shall not develop agreements with subcontractors in order to provide and manage the full scope of services requested by the County, unless approved in advance by the County, via a written amendment to this Agreement.

PAYMENT TO COMPANY

The County will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the County will be paid on a monthly basis according to the terms and conditions of this Agreement. A cart count, as of the first (1st) day of the current month, will be submitted by County to Contractor. Upon verification, an invoice will be issued on the fifth (5th) day of the current month, payable no later than thirty days from the date of the invoice, though the County agrees to make a good-faith effort to pay the invoice in a shorter period of time.

COMPLIANCE WITH LAWS

The Contractor agrees to comply with all the laws of the federal government and the State of Georgia and the rules and regulations of the State or County Board of Health and all other governmental agencies relative to the collection and transportation of residential solid waste. In addition, the Contractor shall comply with all present and future ordinances which have an effect on or regulate garbage and disposal operations within the County. The Contractor shall at all times comply with all applicable laws, rules, and regulations of all governmental agencies in the performance of this Agreement including the Contractor submitting to the County the monthly tonnage reports for residential refuse.

ANTI-DISCRIMINATION

The Contractor, in performing the work furnished by this Agreement, shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin or physical handicap.

AGREEMENT NOT AN EXCLUSIVE FRANCHISE

It is the understanding and intention of the parties hereto that the Agreement shall constitute a contract for the collection and disposal of refuse; that said Agreement shall not constitute an exclusive franchise; nor shall same be deemed or construed as such.

LICENSES AND TAXES

The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the County within ten (10) business days of the change.

INDEMNIFICATION AND HOLD HARMLESS

The residential service provider agrees to indemnify, defend and save harmless the County, its agents, officers and employees, against and from any and all claims or suits of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the residential service provider, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the County of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for
which indemnification may be sought hereunder, the county shall give written notice thereof (the "claims notice") to the residential service provider; provided, however, that a failure to give such notice shall not prejudice the county's right to indemnification hereunder except to the extent that the residential service provider is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the county when such information is available. The residential service provider may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the residential service provider elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the county of its intent to do so, and the county shall cooperate, at the expense of the residential service provider, in the compromise of, or defense against, such asserted claim. If the residential service provider elects not to compromise or defend the asserted claim, fails to notify the county of its election as herein provided or contests its obligation to provide indemnification under this agreement, the county may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the residential service provider. Notwithstanding the foregoing, neither the residential service provider nor the county shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the county and the residential service provider may participate, at their own expense, in the defense of such asserted claim. If the residential service provider chooses to defend any asserted claim, the county shall make available to the residential service provider any books, records or other documents within its control that are necessary or appropriate for such defense.

IMMUNITY

Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the County, its officials, or employees are legally entitled.

INSURANCE

Contractor shall maintain, during the Term of Contract, at its own expense, appropriate and adequate insurance policies as required by the County, including, but not limited to the following:

a. Statutory workers' compensation insurance.
   1. Employer's liability for bodily injury by accident: $500,000.00 each accident;
   2. Employer's liability for bodily injury by disease: $500,000.00 policy limit $500,000.00 each employee.

b. Commercial general liability insurance.
   1. $1,000,000.00 limit of liability per occurrence for bodily injury and property damage;
   2. $1,000,000.00 limit of liability per occurrence for personal injury;
   3. Commercial general liability written on an occurrence form, which includes contractual liability, broad form property damage, incidental medical malpractice, severability of interest, and extended bodily injury; and
   4. Additional insured endorsement which includes ongoing operations and completed operations.

c. Auto liability insurance.
   1. $1,000,000.00 limit of liability per occurrence for bodily injury and property damage;
   2. Comprehensive form covering all owned, non-owned, leased, hired, and borrowed collection vehicles; and
3. Coverage for cleanup of pollutants due to an accident, including pollution liability broadened form endorsement.

   If the auto policy does not include the endorsement form specified in this section, a separate service providers pollution liability policy endorsed with the transportation pollution liability form with a minimum limit of $1,000,000.00 must be provided.

d. Excess liability insurance—Minimum $5,000,000.00 limit of liability.
   1. The excess liability coverage must be an occurrence form policy including coverage for all required endorsements and no additional exclusions;
   2. The excess liability policy must extend over the general liability, automobile liability, and employers' liability policy forms; and
   3. The excess liability policy must have concurrent effective dates with the primary coverage parts.

e. The cancellation provision must provide 90 days’ notice of cancellation.

f. Insurance companies must have an A.M. Best Rating of A-6 or higher. Certain workers' compensation funds may be acceptable by the approval of the county. European markets, including those based in London and domestic surplus line markets that operate on a non-admitted basis, are exempt from the requirement provided that the service provider's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best Rating of A-6 or better.

g. The state department of insurance must license the insurance company to do business, unless an exception is authorized by the county.

h. Certificates of insurance, and any subsequent renewals, must reference solid waste collection and disposal service and must be provided to the County.

i. The service provider shall agree to provide summaries of current insurance policies if requested to verify compliance with these insurance requirements.

j. The service provider shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier, and shall require each and every subcontractor of any tier to comply with all such requirements. The service provider agrees that if for any reason its subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by the service provider at the service provider's expense.

k. No service provider or subcontractor shall commence any work of any kind until all insurance requirements contained in this contract have been complied with and until evidence of such compliance satisfactory to the county as to form and content has been filed with the county. The accord certificate of insurance or a pre-approved substitute is the required form in all cases where reference is made to a certificate of insurance or an approved substitute.

l. Compliance by the service provider and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the service provider and all subcontractors of their liability provisions of the contract.

m. The service provider and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this contract.

n. The service provider shall at a minimum apply risk management practices accepted by the service provider's industry.
Item IX. 5.

The service provider shall agree to waive all rights of subrogation against the county, the county board of commissioners, and their officers, officials, employees, and volunteers from losses arising from work performed by the service provider.

PERFORMANCE BOND

The Contractor shall furnish to the County a Performance Bond or Irrevocable, Direct Pay Letter of Credit conditioned upon the true and faithful performance of the Contract in the amount equal to the amount of 25% of the estimated annual revenue of the Contractor generated pursuant to this Contract. The Performance Bond shall be written for a period of one (1) year and renewed on an annual basis by the Contractor and maintained throughout the Term of Contract. Upon the Contractor’s successful completion of the Contract the County will release the Performance Bond. In the event of an uncured Default by Contractor, the County may procure services from other sources and shall hold the Contractor responsible for any costs to the County to procure the services of a new Contractor and for the costs to the County for providing the services in the interim period between the Default and the procurement of a new Contractor. The County shall draw on the Contractor’s Performance Bond or Letter of Credit as necessary for such new Contractor and services.

SERVICE CHARGE TO CONTRACTOR

The County shall pay to the Contractor the sum of:

RESIDENTIAL

$11.00 per month per residential unit for once weekly garbage & in cart yard waste collection

$4.00 per month for hi-weekly recycling collection

$8.50 per month for each additional garbage cart per residence

$4.00 per month for each additional recycling cart per residence

COUNTY BUILDINGS

$125.00 per month fee per 10yd front load receptacle - once a week pick up

$100.00 per month fee per 8yd front load receptacle - once a week pick up

$60.00 per month fee per 2yd front load receptacle - once a week pick up

$165.00 per on call collection pull fee per 20yd rolloff

$165.00 per on call collection pull fee per 30yd rolloff

$41.44 per ton disposal fee
CONVENIENCE CENTER

$40,000.00  Annual operating fee

ADDITIONAL FEES

No Charge  Special projects

$16.66  Per month per residential unit per Roll-Out / Back Door Pick-up on top of normal waste pickup cost for those that don’t qualify for special circumstance and medical hardship.

The Contractor shall present an itemized bill for residential service to the County by the fifteenth of the current month and the County shall pay the Contractor within thirty (30) days of the receipt of same. Fees for special collections provided by the Contractor shall be negotiated between the Contractor and the County prior to collection.

MODIFICATION OF RATES

Commencing with the first anniversary of this Agreement and continuing with each subsequent anniversary, the Service Charge shall be adjusted upwards by 2.5%. During the initial term of this Agreement, the County will not accept any other CPI increases or fuel surcharges, unless there are changes in government regulations which result in significant increases in operating costs of the Contractor. Should a situation like this occur, a rate-increase discussion will be had between the County and the Contractor.

Renewals after the initial term of the agreement will be negotiated between the County and the Contractor.

TERMINATION

This Agreement between the County and Contractor can be terminated with 60 days written notice by the County based on:

1. County electing, in writing, not to exercise any of its option periods.
2. Failure of the Contractor to perform based on the Contractor’s bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the County shall have the authority to terminate the contract with written notice to Contractor. The Contractor shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
3. Failure of the Contractor to abide by any of the conditions of this Agreement.
4. Any termination of the Contractor’s services shall not affect any right of the County against the Contractor then-existing or which may thereafter occur. Any retention of payment monies by the County due the Contractor will not release Contractor from compliance with the Contract documents.

Should the contract, upon expiration, be awarded to another service provider, Contractor shall cooperate with the County to assist with the orderly transfer of the functions and operations provided by the Contractor hereunder to another service provider or to the County as determined by the County in its sole discretion. Prior to termination or expiration of this Agreement, the County may require the Contractor to perform and, if so required, the Contractor shall perform certain transition services necessary to shift the support work of the Contractor to another provider or to the County itself and the County shall pay for such service at the rates set
Item IX. 5.

forth in this Agreement. Transition services may include but shall not be limited to the following:

1. Working with the County to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and
2. Notifying all affected service providers and subcontractors of the Service provider.

The County reserves the right to monitor the performance of the Contractor’s duties, including the routes and collections made, Customer reports, trips to disposal facilities and other destinations, the content of individual load or portions of loads disposed of and the Contractor’s records at any time, in order to ensure the Contractor is not disposing of material outside the terms of the Contract. Materials disposed that are not in accordance with the terms of the Contract shall be considered a default condition.

The Parties agree that injury to the County caused by such a breach will be difficult or impossible to estimate accurately and the amount of damages set forth below for each breach are reasonable estimates of the County’s probable losses. Therefore, for the purpose of computing damages under the provisions of the Contract, the County may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:

1. The Contractor must physically remove the improperly disposed of materials within twenty-four (24) hours of notification by the County;
2. Liquidated damages in the amount of five thousand ($5,000) dollars for the first occurrence of improperly disposed of material;
3. For each subsequent occurrence at any non-designated location, during the Contract term, one thousand dollars ($1,000) will be added to the previous amount paid (i.e., second occurrence will equal six thousand ($6,000) dollars, third occurrence will equal seven thousand ($7,000) dollars, etc.);
4. The fifth occurrence will be considered a default condition, not amenable to cure by removal of materials and payment of damages; and
5. Failure by the Contractor to physically remove the improperly disposed of materials within twenty-four (24) hours of notification by the County shall be considered an additional occurrence and shall be treated accordingly.

Excessive Missed Collections may be considered a default condition. Accordingly, the Contractor agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

1. The Contractor shall have twenty-four (24) working hours to pick up the Missed collection;
2. If the Contractor fails to meet the twenty-four (24) hour working period, liquidated damages in the amount of one hundred ($100) per occurrence for the first ten (10) occurrences in any thirty (30) day period; and
3. Starting with the eleventh (11th) occurrence where Contractor fails to cure missed pickup within twenty-four (24) hours, liquidated damages in the amount of two hundred ($200) per occurrence will be charged.

The liquidated damages set forth above are not intended to compensate the County for any damages other than inconvenience and loss of use or delay of the Services. The existence or recovery of such liquidated damages shall not preclude the County from recovering other damages which the County can document as being attributable to the above-referenced failures, including but not limited to the cost of internal Staff hours or amounts paid to third parties as a result of such problem or delay.

RIGHT TO REQUIRE PERFORMANCE

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any
breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

TRANSFER AND ASSIGNMENT

No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part to third persons by the Contractor without the express written consent of the County, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

ADMINISTRATION

The administration and enforcement of this Agreement shall be the responsibility of the County Administrator or his designated representative(s).

It shall be the responsibility of the Contractor to see that refuse service customers are provided with complete information about the service at all times.

The County Administrator shall recommend that the Board of Commissioners adopt any rules and regulations required to implement or enforce the terms and conditions of this Agreement. The County Administrator or his designated agent(s) may from time to time inspect the Contractor's method of refuse collection and confer with the Contractor in order to insure the Contractor's compliance with the Agreement. The Contractor shall cooperate with the County Administrator or his representative(s) in such inspections and render whatever assistance they reasonably request. The Contractor agrees to follow the reasonable recommendations of the County Administrator so that the County's reputation is in no way damaged by the Contractor's performance.

NO AGENCY CREATED

Nothing in the Contract is intended to grant authority to the Contractor, as agent or otherwise, to bind the County to any contract, warranty, or agreement, or to subject the County to any costs, liabilities or expenses. It is expressly understood that the Contractor shall be an independent contractor with absolutely no authority to bind or obligate the County and for whom the County shall have no liability or responsibility.

CONTRACT DOCUMENTS

This Agreement contains the entire understanding between the parties concerning the subject matter hereof, and no representations, inducements, or agreements, oral or otherwise, not embodied herein, shall be of any force and effect.

CONTRACT AMENDMENTS

It is the intention and agreement of the parties of this Agreement that all legal provisions of law which are required to be inserted herein, shall be and are inserted herein. However, if by mistake or otherwise, some such provision is not herein inserted, or is not inserted in proper form, this Agreement may be amended provided that such amendment is in writing and signed by the parties hereto stating that said writing is an amendment or modification hereto. Any other attempts at modification, whether by course of conduct, oral or informally written agreement or whatever, shall not prevail.
SEVERABILITY

The invalidity, illegality, or non-enforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

GOVERNING LAW

This Agreement shall be deemed to have been approved and accepted at Springfield, Effingham County, Georgia, and shall be governed by and interpreted under the laws of the State of Georgia.

INDEPENDENCE OF PARTIES TO AGREEMENT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing a partnership relationship between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the County for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Contract.

CHANGE OF LAW

The parties understand and agree that the Georgia Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs may require changes or modifications in some of the terms, conditions or obligations under this Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law.

BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the County and their respective successors and assigns, subject however, to the limitations contained in this Agreement.

TIME IS OF THE ESSENCE

Time is of the essence of this Agreement with respect to the obligations of the Contractor hereunder.

COMPLIANCE WITH LAWS

The County and the Contractor shall conduct operations under this Agreement in compliance with all applicable federal, state, and local laws.

COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be in an original and all of which shall constitute but one and the same instrument.

RECITALS

The parties hereto acknowledge and agree that the “whereas” recitals set forth above are accurate, true and correct and by this reference are made a part hereof and are incorporated herein.
HEADING

The use of headings, captions, and numbers herein is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in construing or interpreting any provision of the Agreement.

CONSTRUCTION AND MODIFICATION

This Agreement is to be construed consistent with the Official Code of Effingham County, Georgia, Chapter 66 – Solid Waste, Article III – Residential Collection and Disposal Services (hereinafter referred to as "Ordinance"). To the extent this Agreement cannot be construed consistent with the Ordinance, the Parties agree that this Agreement shall be amended to the extent necessary to comply with the Ordinance or any subsequent changes to the Ordinance.

INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals affixed hereto on the day and year below their respective signatures.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

BY: 
Wesley Copitt
Chairman

ATTEST: 
Stephanie Johnson
Effingham County Clerk

Date: 11/07/2017

FOR THE CONTRACTOR

BY: 
Title: Vice President

Attest: 
Date: 11-10-17
DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;

2. Each Subcontractor under the direction of the contractor shall secure the following written certification:

Atlantic Waste Services, Inc. (Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as 17-001 – Solid Waste Collection and Recycling Services pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR: [Signature]

DATE: 11-10-17

Notary Public

My Commission Expires: 08/17/2021

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ATTACHMENT C

PROMISE OF NON-DISCRIMINATION STATEMENT

Know all men by these presence, that I (We), ________________
Name __________________________
Title __________________________
Name of Vendor __________________________
(herein after "Company"), in consideration of the privilege to perform on the Effingham County Contract

(titled 17-001 – Solid Waste Collection and Recycling Services) hereby consent, covenant, and agree as follows:

A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the performance of the contract;

B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract with or otherwise interested in the Company, including those companies owned and controlled by racial minorities and women; and

C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.

D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in the contract which this Company has been awarded.

E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

________________________________________
Signature

11-10-17
Date:
DISCLOSURE OF RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

1. Ben B. Wall Jr., as V.P.
   Name of individual

   of Atlantic Waste Services, Inc.
   Company Name

   declare under oath that the above statements, including any supplemental responses attached hereto, are true.

   Signature

   State of: Georgia  County of: Chatham

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10 day of November 2017

By Ben B. Wall Jr representing him/herself to be V.P. of the company named.

Notary Public

My Commission Expires: 08/17/2021

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CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Effingham County, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor Affidavit provided in Rule 300-10-01-08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor’s name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

E-Verify 358555
EEV/Basic Pilot Program User Identification Number

By: Authorized Officer or Agent
(Contractor Name)

Vice President
Title of Authorized Officer or Agent of Contractor

Ben B. Wadd Jr.
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF November 20 17

My Commission Expires: 08 17, 20 21

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the contractor in order to be provided to the County within five (5) days entering into the contract for hire.

EEV / Basic Pilot Program* User Identification Number

Date of E-Verify Authorization

Address

BY: Authorized Officer or Agent
(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

Notary Public

My Commission Expires: 08/17/2021

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
Contract: 17-001 – Solid Waste Collection and Recycling Services

Fleet Listing

Contractor: **ATLANTIC WASTE SERVICES, INC**

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# ACORD™  
## CERTIFICATE OF LIABILITY INSURANCE

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
USI Insurance Svc CL Savannah  
7 E Congress Street, Suite 1002  
Savannah, GA 31401

**INSURED**
Atlantic Waste Services, Inc.  
125 B Pine Meadow Road  
Pooler, GA 31322

**CONTACT**
NAME: Jacquelyn Tucker  
PHONE: 912 436-0720  
FAX:  
E-MAIL: jacquelyn.tucker@usi.com

**INSURER(S) AFFORDING COVERAGE**
INSURER A: Great American Assurance Company  
NAIC #: 26344

INSURER B: Rockhill Insurance Company  
NAIC #: 25053

INSURER C: Hamilton Specialty Insurance Company  
NAIC #: 13551

INSURER D: Great American Insurance Company of NY  
NAIC #: 22136

**COVERAGES**

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<th>POLICY EXP (MM/DD/YYYY)</th>
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</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Blanket Waiver of Subrogation applies on General Liability policy. Blanket Additional Insured applies on General Liability, Excess Liability and Auto Liability policies. General Liability coverage is primary and non-contributory.

**CERTIFICATE HOLDER**
Effingham County  
601 North Laurel St.  
Springfield, GA 31329

**CANCELLATION**

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AMENDMENT NO. 1

TO

SOLID WASTE COLLECTION AND RECYCLING SERVICE AGREEMENT (17-001).

This Amendment to Solid Waste Collection and Recycling Service Agreement (hereinafter referred to as this "Amendment") is made and entered into effective May 6, 2018 (the “Effective Date”) between the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and ATLANTIC WASTE SERVICES INC. (hereinafter referred to as the “Contractor”), a Georgia corporation maintaining an office located in Pooler, Georgia.

RECATALS

A. The County and Contractor entered into that certain Solid Waste Collection and Recycling Service Agreement in November 2017 (hereinafter referred to as the “Agreement”), pursuant to which Contractor agreed to provide waste management and recycling services to the County.

B. The parties desire to enter into this Amendment to add services to the Agreement as more fully set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties, the County and Contractor agree as follows:

1. Additional Service and fees. Effective May 6, 2018, Contractor agrees to assume responsibility for the collection of non-hazardous wastes (specifically Waste Water Treatment Plant Sludge) from the Waste Water Treatment Plant located at 805 Lowground Way, Guyton, GA 31312 and the disposal of this waste to the Superior Landfill. Contractor will provide a monthly invoice to County directly, in arrears of the services provided. Hauls will be invoiced at a rate of $180 per haul and an additional $44 per ton for disposal of the waste water sludge.

2. Continuing Effect. Except as expressly amended and modified by the terms of this Amendment, all terms and provisions of the Agreement shall remain in full force and effect between the parties during the term of the Agreement. If there is any conflict between this Amendment or the Agreement, this Amendment shall govern.

3. Defined Terms. Terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

4. Amendments and Modifications. The parties agree that any future amendments or modifications to this Amendment shall be in writing and executed by both parties.

5. Execution of Counterparts. This Amendment may be executed in any number of counterparts each of which shall be deemed an original.
6. **Authority.** Each of the parties represents that the person signing this Amendment on behalf of the party has been authorized to do so by specific action of that party in accordance with applicable law and procedures.

**IN WITNESS WHEREOF,** the parties hereto have caused this Amendment to be executed by their duly authorized officers and their corporate seals affixed hereto on the day and year below their respective signatures.

**BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**

**BY:**

[Signature]

Wesley Corbitt
Chairman

**ATTEST:**

[Signature]

Stephanie Johnson
Effingham County Clerk

**Date:** 05/01/2018

**FOR THE CONTRACTOR**

**BY:**

[Signature]

Title: **President**

Attest: [Signature]

Date: [Signature]
SECOND AMENDMENT TO
THE SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT
BETWEEN
BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA
AND
ATLANTIC WASTE SERVICES, INC.

THIS FIRST AMENDMENT, made this 7th day of September, 2021, to the Agreement dated November 7th, 2017 by and between the Board of Commissioners of Effingham County, Georgia (the “County”) and Atlantic Waste Services, INC. (the “Contractor”).

Whereas, the County and The Contractor desire to extend the contract period.

Whereas, the County and The Contractor desire to document the rate changes for the Convenience Center.

Now, Therefore, the County and the Contractor agree as follows:

Section 1. TERM OF CONTRACT. This section of the Agreement shall be amended to replace the existing language with the following:

The initial term of the Agreement shall extend through December 31, 2025. The term of this Agreement shall automatically extend for up to two (2) additional four (4) year terms thereafter unless either party gives the other party at least ninety (90) days’ notice in writing via certified mail of its intention to terminate the agreement. Notwithstanding anything herein to the contrary, The County may reject and terminate the Agreement during the term hereof in accordance with O.C.G.A. §36-60-13, (a) by a majority vote of the Board of Commissioners to terminate the Contract in a duly noticed meeting of the Commissioners.

Section 2. CONVENIENCE CENTER.

Contractor may charge a fee of $.09 cent per pound or $180.00 per ton to the citizens using the center as listed in the Effingham County Schedule of Fees.

Contractor shall receive scrap tires at the facility. The tires shall be stored and disposed of in accordance with the Georgia Department of Natural Resources Environmental Protection
Divisions Rules for Solid Waste Management Chapter 391-3-4, as amended. The price for tires will be $.25 cent per pound. The price is for tires with or without a rim.

Contractor will accept up to 200 tons of nonperishable and non-hazardous waste on an annual basis from the County and/or City Public Works. This disposal will be at no additional cost to the county.

The Parties agree the rates adjustments reflect reasonable cost increases to Contractor’s cost to provide high quality service to the County and its residents.

Section 3. MODIFICATION OF THE CONTRACT. Except expressly set forth herein or as necessary to carry out the terms of this Amendment and the Agreement, no other amendment of the terms of the Agreement is intended hereby and all terms and conditions of the Agreement shall remain in full force and effect.

Section 4. ENTIRTY. This Amendment is hereby incorporated in the Agreement and together therewith contain the entire Agreement between the parties as to matters contained therein. Any oral representations and modifications concerning this Agreement shall be of no force and effect.

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[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the parties hereto have set their hands as of this 7th day of September, 2021

BOARD OF COMMISSIONERS OF

EFFINGHAM COUNTY, GEORGIA

BY: Wesley M. Corbitt
NAME: Wesley M. Corbitt
TITLE: Chairman

ATTEST:

BY: Stephanie Johnson
NAME: Stephanie Johnson
TITLE: County Clerk

ATLANTIC WASTE SERVICES, INC

BY: Ben B. Wall Jr
NAME: Ben B. Wall Jr
TITLE: President

ATTEST:

BY: Misty Cooler
NAME: Misty Cooler
TITLE: Sales Coordinator
Effingham County
405 North Ash Street
Springfield, GA 31329

Dear Effingham County,

Atlantic Waste has been delighted to offer the citizens of Effingham County high-quality sanitation services at a price that generates exceptional value. We take great pride in our level of professionalism, reliability, responsiveness, affordability, and ongoing commitment to quality. To continue providing excellent service, we have found it necessary to adjust our charges. The rate will be adjusted to the following.

<table>
<thead>
<tr>
<th>Service</th>
<th>New Rate ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Trash/Recycle</td>
<td>19.13</td>
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<tr>
<td>Extra Trash Cart</td>
<td>10.18</td>
</tr>
<tr>
<td>Extra Recycle Cart</td>
<td>5.97</td>
</tr>
</tbody>
</table>

Recently, several unavoidable expense increases have concurrently surfaced and led to our ensuing request for a price modification. First and foremost, the ongoing global pandemic caused by COVID-19 has caused severe labor shortages and a necessary increase in driver and route assistant wages. We increased wages on average by 27% to be competitive within our market and improve the rate at which applicants applied. The second contributing factor is related to the increased fees that have been passed down to us from our vendors. This includes a nearly 40% increase from Rehrig Pacific which manufacturers our residential carts, a 27% increase from Continental for tires, continued rising diesel costs, increases in insurance premiums and additional material surcharge fees from Mack for trucking.
We thank you in advance for your understanding and look forward to providing residents with the service that Effingham County has come to expect from our organization. If there are any questions, please don't hesitate to contact us for clarification. It has been a pleasure to work with both the county officials and residents of Effingham County. We look forward to a strong partnership and will continue our pursuit of quality and excellence.

Best Regards,

Malorie Boyd

Residential Operations Manager
Dear Valued Customer,

Effective February 1, 2022, Continental Tire the Americas will be increasing prices to dealer, fleet, and OEM customers in the U.S. on Continental, General Tire, and AmeriSteel truck and bus radial tires and ContiTread™ retreads by as much as 12%. The updated pricing will also affect program and government business, service pricing and select PCT/rubber products. This increase is the direct result of the continued escalation of logistics and raw material costs as well as current market dynamics affecting the production and distribution of radial truck tires and retreads.

Continental remains committed to providing the highest quality truck tires and retreads at reasonable prices and will continue to work to ensure that increases such as this are as infrequent and have the minimum impact possible in the circumstances.

The increase will vary by marketing line and/or size and may include a change in our marketing programs. All tires shipped and billed February 1, 2022, and later will carry the increased prices; no backorder protection will apply.

Your Continental representative will contact you to convey the details.

We appreciate your business and continuous support.

Sincerely,

Tom Fanning
Head of U.S. Market, Truck Tires
Continental Tire the Americas, LLC

Shaun Uys
Head of Strategic Fleets and Original Equipment
the Americas, Truck Tires
Continental Tire the Americas, LLC

Continental develops pioneering technologies and services for sustainable and connected mobility of people and their goods. Founded in 1871, the technology company offers safe, efficient, intelligent, and affordable solutions for vehicles, machines, traffic and transportation. Continental generated preliminary sales of €37.7 billion in 2020 and currently employs more than 235,000 people in 58 countries and markets. In 2021, the company celebrates its 150th anniversary.

The Tires business area has 24 production and development locations worldwide. Continental is one of the leading tire manufacturers with more than 58,000 employees and posted preliminary sales of €10.2 billion in 2020 in this business area. Continental ranks among the technology leaders in tire production and offers a broad product range for passenger cars, commercial and special-purpose vehicles as well as two-wheelers. Through continuous investment in research and development, Continental makes a major contribution to safe, cost effective and ecologically efficient mobility. The portfolio of the Tires business area includes services for the tire trade and fleet applications, as well as digital management systems for tires.
January 20, 2022

To Our Valued Business Partners

Following a challenging year, I hope that you, your families, and your business are healthy and off to a successful start in 2022. Throughout 2021, Mack Trucks and our dealers worked hard to deliver as many trucks as possible in the face of ongoing disruptions. While we were successful in meeting the needs of many customers, supply chain disruptions caused us to disappoint others.

We thank you for placing your trust in Mack Trucks and our dealers by ordering a MY2023 Mack. As we work to fulfill your order, we are unfortunately faced with challenges similar to those experienced last year. Along with the rest of the global economy, we continue to be impacted by supply chain constraints, and inflationary pressure. We've been doing all we can to mitigate the impacts to our business, but we now find it necessary to apply a $2,500 USD material surcharge on heavy-duty trucks and a $750 USD material surcharge on medium-duty trucks, for all MY2023 vehicles on order.

Some key components driving the surcharge include tires, steel, aluminum, plastic, rubber, electrical components, and the transportation of goods. Our main challenge remains the sourcing of semiconductors, a key component in our trucks. Substantial efforts will continue as our global purchasing team focuses efforts on this, and all materials necessary to supply you with your trucks.

Mack wants to remain your business partner; we also understand the impact this surcharge may have, and we want to provide the flexibility that allows you to make the best decisions for your business. We acknowledge that you may decide to seek alternative solutions, so Mack will waive any cancellation fees through February 15, 2022.

Mack Trucks thanks you for your business, and we are committed to delivering the best truck for your application in 2022 and beyond. Please contact your local Mack Trucks dealer if you have any additional questions.

We appreciate your understanding.

Sincerely,

Jonathan Randall
SVP, Sales & Commercial Operations
Mack Trucks
February 3, 2022

Dear Atlantic Waste,

Rehrig Pacific prides itself in running efficiently and cost effectively. However, due to the extraordinary circumstance of the sustained rise of labor, transportation materials, and components costs (some well over 40%), we are forced to increase our prices to reflect these unprecedented times.

This price increase ensures Rehrig Pacific continues to offer the excellent customer service, quality products and dependability that you have grown to expect from our organization.

If you have any questions, please feel free to contact us

Thank you for your continued support of Rehrig Pacific.

Thank You

Nicholas Smoak
Staff Report

Subject: Award of Agreement 22-006 with United Maintenance, Inc./United Boiler LLC for the replacement of the Jail Boiler

Author: Alison Bruton, Purchasing Agent

Department: Effingham County Jail

Meeting Date: July 19, 2022

Item Description: Agreement 22-006 with United Maintenance, Inc./United Boiler LLC for the replacement of the Jail Boiler

Summary Recommendation: Staff recommends award of Agreement 22-006 with United Maintenance, Inc./United Boiler LLC for the replacement of the Jail Boiler in the amount of $189,671.56.

Executive Summary/Background:

- In March of 2022, both boilers failed at the Effingham County Jail facility. Staff was able to find a temporary solution while working with Chatham Engineering to find a permanent solution and solicit bids for the boiler replacements.
- An ITB was published in May of 2022 and sent to 25 vendors through the County website and 171 vendors through the Georgia DOAS site. Four (4) vendors attended the pre-bid meeting and site visit, and two (2) bids were received.
  - United Maintenance, Inc. - $189,671.56
  - Copper Construction - $266,791.00
- Effingham County Staff and Chatham Engineering have reviewed the proposals and recommend award to United Maintenance, Inc./United Boiler LLC.
- During follow-up conversations, United Boiler has requested a 70-day extension on the contract, increasing the days from 120 to 190 days due to lead times and manufacturer delays. After some review, staff and Chatham Engineering are in agreement to allow this request. The agreement has been updated to reflect this extension.

Alternatives for Commission to Consider

1. Award of Agreement 22-006 with United Maintenance, Inc./United Boiler LLC for the replacement of the Jail Boiler in the amount of $189,671.56.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Asst. County Manager, Facilities Maintenance, ECSO/Jail, Finance

Funding Source: This project is not in the capital list for FY 2023, so it must be a budget amendment

Attachments:

1. Agreement with United Maintenance, Inc./United Boiler LLC
2. Bid Form for United Maintenance, Inc./United Boiler LLC
3. Lochinvar Lead Times Extension Request
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and United Maintenance, Inc./United Boiler LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

All tools, materials, labor, supervision and equipment for the replacement of two existing domestic water boilers and trim with two new domestic water boilers and two storage tanks, piping and trim at the Effingham County Jail. Work to include the removal and disposal of the existing equipment, the purchase and installation of the new equipment, Georgia Boiler certification and inspection, mobilization, clean up, insurance. Bonds and other miscellaneous items not specifically listed but necessary for a complete job.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: ITB 22-006 – Effingham County Jail - Boiler Replacement

ARTICLE 2 – ENGINEER

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

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

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

3.02 Days to Achieve Completion and Final Payment

The Work will be completed within 190 calendar days from receipt of a Notice Proceed.

ARTICLE 4 – LIQUIDATED DAMAGES

4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty),
Contractor shall pay Owner $\text{300}$ for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

**ARTICLE 5 – CONTRACT PRICE**

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

<table>
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<tr>
<th>Unit No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Domestic water boilers, including the removal and disposal of the existing equipment, and the purchase and installation of the two new boilers and two new storage tanks, piping and trim with the required state boiler inspections and certifications, insurance, bonds and other miscellaneous items not specifically listed but necessary for a complete job.</td>
<td>1 LS</td>
<td>$189,671.56</td>
<td>$189,671.56</td>
</tr>
</tbody>
</table>

**Total Bid** $189,671.56

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01350-2
ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

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

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

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

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

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

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

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

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 9, inclusive).
2. General Conditions (pages 1 to 7, inclusive).

3. Supplemental Conditions (pages 1 to 4, inclusive).


5. Addenda (numbers 1 to 1, inclusive).

6. Exhibits to this Agreement (enumerated as follows):
   a. Contractor’s Bid (pages 1 to 6, inclusive).
   b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 41, inclusive).

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

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

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

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

E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
   A Field Order;
   1. A/E’s approval of a Shop Drawing or Sample; or
   2. A/E’s written interpretation or clarification.

ARTICLE 10 – COUNTY’S RIGHT TO SUSPEND OR TERMINATE WORK

A. Termination for Convenience. County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed for giving notices in this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least seven (7) days prior to the effective date of termination.

01350-5
B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor’s act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor’s surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys’ fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

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

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

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

F. The parties’ obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.
ARTICLE 11 – INDEMNIFICATION

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

ARTICLE 12 – INDEPENDENT CONTRACTOR

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Contract. Any provisions of this Contract that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services.

ARTICLE 13 – MISCELLANEOUS

13.01 Terms

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

13.02 Assignment of Contract

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

13.03 Successors and Assigns

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

13.04 Severability

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

13.05 Contractor’s Certifications

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

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

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

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

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

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

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

CONTRACTOR:

By: ________________________________
Title: ________________________________

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

Attest: ________________________________
Title: County Clerk
Address for giving notices:
804 S. Laurel Street
Springfield, GA 31329

Attest: ________________________________
Title: ________________________________
Address for giving notices:
________________________________________
________________________________________
________________________________________
NOTICE OF AWARD

TO: United Maintenance, Inc./United Boiler LLC
RE: NOTICE OF AWARD – CONSTRUCTION

ITB 22-006 – Effingham County Jail - Boiler Replacement

Please consider this your NOTICE OF AWARD (NOA) on the above referenced project. In accordance with the terms of the contract, the Contractor is to submit a fully executed Contract, Payment and Performance Bonds within fourteen (14) calendar days of receipt of the Notice of Award. Upon receipt of those documents, a Notice to Proceed (NTP) will be issued and work is to commence within fourteen (14) days of the executed NTP. Requests for time extensions shall be documented and made in writing as soon as possible.

NOA Dated this _____day of __________, 2022

Effingham County Board of Commissioners

Tim Callanan, County Manager

DATE OF AWARD BY BOARD OF COMMISSIONERS:

Date of Contract Award: __________________________
NOTICE TO PROCEED

TO: United Maintenance, Inc./United Boiler LLC

RE: NOTICE TO PROCEED – CONSTRUCTION

ITB 22-006 – Effingham County Jail - Boiler Replacement

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 fourteen (14) days of receipt of the Notice to Proceed and to be completed within 190 calendar days. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as “liquated” damages in an amount equal to $300.00 per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this _____day of __________, 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: ___________________________
ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Effingham County Board of Commissioners

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>June 15, 2022</td>
</tr>
</tbody>
</table>

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

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

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

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

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

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

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

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

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

THIS SECTION INTENTIONALLY LEFT BLANK
ARTICLE 5 – CONTRACT PRICE

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

For all Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<table>
<thead>
<tr>
<th>Unit No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Domestic water boilers, including the removal and disposal of the existing equipment, and the purchase and installation of the two new boilers and two new storage tanks, piping and trim with the required state boiler inspections and certifications, insurance, bonds and other miscellaneous items not specifically listed but necessary for a complete job.</td>
<td>1 LS</td>
<td>$189,671.56</td>
<td>$189,671.56</td>
</tr>
</tbody>
</table>

Total Bid $189,671.56

THIS SECTION INTENTIONALLY LEFT BLANK
ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees to commence work within fourteen (14) days after the Notice to Proceed is issued and to complete all Work within _120_ calendar days from Notice To Proceed.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

   A. Required Bid security
   B. Evidence of authority to do business in the state of the Project;
   C. Drug Free Workplace Certification (Attachment A);
   D. Promise of Non Discrimination Statement (Attachment B);
   E. Disclosure of Responsibility Statement - Bidders Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment C);
   F. Non Collusion Affidavit - (Attachment D);
   G. Contractor Affidavit and Agreement (E-VERIFY) (Attachment E);
   H. Subcontractor Affidavit if applicable (E-VERIFY) (Attachment F);
   I. List of Proposed Subcontractors (Attachment H);

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by: United Maintenance, Inc/United Boiler LLC

If Bidder is:

An Individual

Name (typed or printed): ____________________________

By: ____________________________________________

(Individual’s signature)

Doing business as: ___________________________________
Item IX. 6.

A Partnership

Partnership Name: ____________________________________________

By: _________________________________________________________
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _______________________________________

A Corporation

Corporation Name: United Maintenance, Inc./United Boiler LLC (SEAL)

State of Incorporation: Georgia

Type (General Business, Professional, Service, Limited Liability): ______

By: ____________________________
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Elizabeth B. Hardy

Title: Secretary

(CORPORATE SEAL)

Attest

Date of Qualification to do business in Georgia is 2 / 1 / 1974

A Joint Venture

Name of Joint Venture: _________________________________________

First Joint Venturer Name: _____________________________________ (SEAL)

By: _________________________________________________________
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _______________________________________

Title: ________________________________________________________

Second Joint Venturer Name: ___________________________________ (SEAL)

By: _________________________________________________________
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _______________________________________

01250-5
Title: ________________________________________________________________

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder’s Business Address 3687 McElroy Road

                                  Atlanta, GA 30340

Phone No. 770-455-1656          Fax No. 770-455-9502

E-mail bhardy@unitedmaintenance.com

SUBMITTED on June 22, 2022.

State Contractor License No. CN208376

THIS SECTION INTENTIONALLY LEFT BLANK
June 27, 2022

Mr. Brad Pownall
United Boiler
3687 McElroy Rd.
Atlanta, GA 30340-2239

RE: Lochinvar lead times

Dear Mr. Pownall,

The supply chain problem has affected the whole world and upset manufacturing’s current practices that have been in place since the early 1990’s. We do not know a single manufacturer that has not been impacted. Lochinvar has addressed the impact to their manufacturing process and provides their representatives with the most current production information as possible. Equipment lead time sheets are published every 4-6 weeks or as needed.

Many electrical and mechanical components used in the manufacture of a water heater. The lead time for a completed water heater is based upon lead times of the multitude of the required components. Managing production in today’s business environment has become very challenging. Also, any unexpected delays of a component(s) create a ripple effect throughout the entire production schedule.

On May 2, 2022 the Lochinvar published lead time for the Armor water heaters was 9-10 weeks. On June 13 Lochinvar updated their lead times. The published lead time for the Armor water heaters as of June 13 increased to 17 weeks. I have included the published lead time reports for your review.

We appreciate your continued partnership as we manage customer satisfaction together through these challenging times. Please let us know how we can help.

Thank you,

[Signature]

JMP Equipment Co.
The current quotable customer promised ship date will be determined by the following formula.

Slide to Friday, count (lead time) weeks. Quote ship date as the Friday of the last week. Please add 1 week to all non-stock equipment.

<table>
<thead>
<tr>
<th>Water Heaters</th>
<th>Lead</th>
<th>Boilers</th>
<th>Lead</th>
<th>Tanks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Armor Wall Mount (WA)</td>
<td>12</td>
<td>Compact Electric Boiler (BW)</td>
<td></td>
<td>Bare Tanks</td>
</tr>
<tr>
<td>Armor (AW) 151-286</td>
<td>5</td>
<td>Copper Fin (CB) 45-500</td>
<td></td>
<td>Bare w/ Glass (TVG/THG)</td>
</tr>
<tr>
<td>Armor (AWH) 400-1000</td>
<td>9</td>
<td>Copper Fin II (CH/CF/CHB) 497-2067 402-2072</td>
<td></td>
<td>Bare w/ Glass &amp; Tube Bundle Added</td>
</tr>
<tr>
<td>Armor (AWH) 1250-4000</td>
<td>9</td>
<td>Crest (FB/OF) 751-2001</td>
<td></td>
<td>CVU</td>
</tr>
<tr>
<td>Copper Fin (CW) 45-500</td>
<td></td>
<td>Crest (FCB) 1000-2000</td>
<td></td>
<td>TV/TH*</td>
</tr>
<tr>
<td>Copper Fin II (CF/CW) 497-2067 402-2072</td>
<td></td>
<td>Crest (FB/OF) 2501-3501</td>
<td></td>
<td>TV/TH with Glass &amp; Outdoor Foam Added</td>
</tr>
<tr>
<td>Custom High Power (CHV-Round)</td>
<td></td>
<td>Crest (FCB) 2500-6000</td>
<td></td>
<td>STU/CST Tanks</td>
</tr>
<tr>
<td>Custom High Power (CHV-Square)</td>
<td></td>
<td>Crest (FB/OF) 4001-6001</td>
<td></td>
<td>*ADD 2 Weeks for Flanged Connections</td>
</tr>
<tr>
<td>Outdoor Armor (OAH/OX) 151-286</td>
<td></td>
<td>Electric Water Boiler (BW)</td>
<td></td>
<td>Other TV/TH with Glass or Cement</td>
</tr>
<tr>
<td>PowerFin (PF) 502-2001</td>
<td></td>
<td>FTX</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shield (SWR/SAW)</td>
<td></td>
<td>Knight (KHB 55-285)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Squire (SIT 30-80 gallons)</td>
<td></td>
<td>Knight Wall Mt. (WH 55-399)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standard Hi Power (HS/HC)</td>
<td></td>
<td>Knight XL (KX/B/K8-X0 400-1000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Noble (NKC) 110-199</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Outdoor Knight (OK)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PowerFin (PB) 2500-5000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PowerFin (PB) 502-2001</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Other Items:
- Heat Exchanger (HEX)
- Stack Frame (MSF)

Residential Tank Type Water Heaters

SHIPPING FROM REMOTE LOCATIONS

- 35-50 Series Water Heaters (SWN, SWL)
- Chargers
- LDS, LDT, RJS, CH-Compact ASME
- LTI - Tankless Water Heaters
- Residential Gas/Electric, EJW, LST
- RBT

NOTES:
- Lead Times are subject to change due to Production Scheduling, Inventory Levels, & Special Order Components
- Please consult your Lochinvar CAR for lead times based on your order’s specific product configuration and order quantities.

Pool Heaters

- AP Pool (400-800)
- Copper Fin 2 (CP)
- Energy Rite (ER)

For other pool heaters, please check Job Shop Package System lead time (below).

Job Shop

(Configured or Factory Customized)

Call Customer Assurance for Lead Time

On any custom tanks that are not listed in our price book.

**Last updated on:** 5/2/2022
The current quotable customer promised ship date will be determined by the following formula. Slide to Friday, count (lead time) weeks. Quote ship date as the Friday of the last week. Please add 1 week to all non-stock equipment.

### Lebanon Production

<table>
<thead>
<tr>
<th>Water Heaters</th>
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</tr>
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<tbody>
<tr>
<td>Armor Wall Mount (WA)</td>
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<td>11</td>
</tr>
<tr>
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<td>17</td>
</tr>
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</tr>
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<tr>
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<td></td>
</tr>
<tr>
<td>Custom High Power (CHV-Round)</td>
<td></td>
</tr>
<tr>
<td>Custom High Power (CHV-Square)</td>
<td></td>
</tr>
<tr>
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<td></td>
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<td></td>
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<td><strong>Other Items:</strong></td>
<td></td>
</tr>
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</tr>
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<td>Stack Frame (MSF)</td>
<td></td>
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<tr>
<td>Expansion Tanks (LTCPA)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
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<th>Lead</th>
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<td></td>
</tr>
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<td>Crest (FCB) 1000-2000</td>
<td></td>
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<tr>
<td>Crest (FB/OF) 2501-3501</td>
<td></td>
</tr>
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<td>Crest (FCB) 2500-6000</td>
<td></td>
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<tr>
<td>Knight Wall Mt. (WH 55-399)</td>
<td></td>
</tr>
<tr>
<td>Knight XL (KX/B/KX-O 400-1000)</td>
<td></td>
</tr>
<tr>
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<tr>
<td>PowerFin (PB) 2500-5000</td>
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<th>Lead</th>
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<tr>
<td>AP Pool (400-800)</td>
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<tr>
<td>Copper Fin 2 (CP)</td>
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<tr>
<td>Energy Rite (ER)</td>
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</table>

**For other pool heaters, please check Job Shop Package System lead time (below).**

### Job Shop

**(Configured or Factory Customized)**

<table>
<thead>
<tr>
<th>APN / Aquas Pool Heaters</th>
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<tr>
<td>APO (0750-6000) Package Systems</td>
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<tr>
<td>Indirect Plate &amp; Frame (IPW)</td>
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<td>Package Systems</td>
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<tr>
<td>Sq Jacket Custom Hi-Power</td>
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### Tanks

#### Bare Tanks

- Bare Tank w/ Glass (TVG/THG)
- Bare Tank w/ Glass & Tube Bundle Added
- CVU
- TV/TH*
- TV/TH with Glass & Outdoor Foam Added
- STU/CST Tanks

*ADD 4 Weeks for Flanged Connections

#### Other TV/TH with Glass or Cement

<table>
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<tr>
<th>DIAM</th>
<th>VERT OAH</th>
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<tr>
<td>24/28</td>
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<td>90 86</td>
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<td>93 89</td>
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**ADD 4-5 weeks lead time for ETO process

### Specialty Tanks

- Buffer Tank: BVU / FVG w/ Foam &/or FLGs
- GVG / GHG (Round & Square)
- Squire (SDT, SBT, SET, SJS, RBT, GIT)
- Squire Indirect (30-80 gallons)
- Squire 119 gallons

### Jacketed Tanks

- Jacketed Tanks (RG/RJ) 650-940
- Jacketed Tanks (RG/RJ/BUV) 120-504*

*ADD 1 Week for Flanged Connections, Tube Bundle, &/or Cement

### NOTES:

- *Lead Times are subject to change due to Production Scheduling, Inventory Levels, & Special Order Components
- *Please consult your Lochinvar CAR for lead times based on your order's specific product configuration and order quantities.

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*Last updated on: 6/13/2022*
Staff Report

Subject: Georgia Department of Agriculture Dog and Cat Sterilization Grant Award
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 7/19/22
Item Description: Consideration to accept a grant award from, and to contract with, the Georgia Department of Agriculture (GDA) Dog and Cat Sterilization Grant Program.

Summary Recommendation:
Staff is requesting approval to accept a grant award from, and to contract with, the Georgia Department of Agriculture (GDA) Dog and Cat Sterilization Grant Program.

Executive Summary:
When funds are available, licensed municipal animal shelters located in Georgia, licensed nonprofit animal rescue organizations with 501(c)(3) status located in Georgia, and veterinary medical foundations with 501(c)(3) status located in Georgia may apply to the GDA for a grant to assist with sterilization procedures on dogs and cats. The purpose of the Dog and Cat Sterilization Grant Program is to provide financial assistance with sterilization procedures. GDA hopes that the grant funds will ease the burden of the cost of sterilization procedures and increase the number of dogs and cats sterilized in Georgia. The Effingham County Animal Shelter will use the funds to sterilize 50 dogs and 50 cats.

Background:
1. The awarded funding amount is $5,000.
2. There is no cost share requirement.

Alternatives for Commission to Consider:
1. Approve to accept a grant award from, and to contract with, the GDA Dog and Cat Sterilization Grant Program.
2. Do not approve to accept a grant award from, and to contract with, the GDA Dog and Cat Sterilization grant program.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve to accept a grant award from, and to contract with, the GDA Dog and Cat Sterilization Grant Program.

Other Alternatives:
N/A
Department Review: (list departments)
Effingham County Animal Shelter

Funding Source:
No cost share requirement

Attachments:
GDA Grant Award List
GDA Contract
GEORGIA DEPARTMENT OF AGRICULTURE
DOG AND CAT STERILIZATION PROGRAM
GRANT AGREEMENT

This Agreement (hereinafter “Agreement”), effective this 23rd day of June, 2022, is made between the Georgia Department of Agriculture (hereinafter “Department”), located at 19 Martin Luther King, Jr. Dr., S.W., Atlanta, Georgia 30334, and Effingham County Animal Shelter (hereinafter “Grantee”), located at 307 Hwy 119 S, Springfield, GA 31329.

WHEREAS, O.C.G.A. § 4-15-1 authorizes the Georgia Commissioner of Agriculture to establish a dog and cat reproductive sterilization support program and directs the Department to utilize moneys placed in a special fund for the implementation, operation, and support of such program;

WHEREAS, Grantee has submitted an application to the Department to receive grant funds from the dog and cat reproductive sterilization support program for the spaying and neutering of Georgia dogs and cats pursuant to the Dog and Cat Sterilization Grant Program Rules, GA. Comp. R. & Regs. Rules 40-13-14-.03; and

WHEREAS, the Department wishes to grant funds for the spaying and neutering of dogs and cats in Georgia to Grantee pursuant to the Dog and Cat Sterilization Grant Program Rules, GA. Comp. R. & Regs. Rules 40-13-14-.03.

NOW, THEREFORE, in consideration of the benefits and duties contained herein, the parties hereby agree as follows:

1. Award of Grant Funds.

   a. The Department awards Grantee a one-time grant of $5,000.00 for the spaying and neutering of Georgia dogs and cats.
   b. The Department will issue a grant check to Grantee by August 1, 2022.
   c. Said grant check must be deposited by the Grantee within thirty (30) calendar days of Grantee’s receipt thereof.
   d. Grant funds must not be used for spay or neuter procedures performed prior to Grantee’s receipt of the grant check.
   e. Grantee must use the grant funds for sterilization procedures only.
   f. Grantee must not use grant funds for capital, administrative expenses, or for procedures that are not directly related to sterilization surgery. For example, grant funds must not be used for promotions, vaccinations, testing, licensing, food, medicine, and/or other medical procedures.

2. Grant Term. Grantee must ensure that all sterilization procedures are performed within twelve (12) months of Grantee’s receipt of the grant check or by no later than July 1, 2023.

3. Description of Grant Project.

   a. Grantee agrees to perform sterilization procedures on Georgia dogs and cats.
b. All spay and neuter procedures must be performed by a Georgia veterinarian. Said veterinarian must be licensed and listed on the Veterinary Collaboration Letter attached to the Grantee’s Grant Application. Collaborating veterinarians cannot be substituted without the prior consent of the Dog and Cat Sterilization Program administrator.

c. Grantee understands and agrees that all procedures must be performed in a humane manner and pursuant to the American Veterinary Medical Association (AVMA) guidelines.

4. Procedures to be Provided. Grantee will utilize the grant funds awarded herein to provide the amount of sterilization procedures outlined in the Grantee’s Grant Application.


a. Grantee must complete a “Grant Follow-Up Report” or a “Final Progress Report” and return said report to the Department upon completion of the sterilization procedures detailed in paragraph 4 above.

b. The report must be completed and submitted on forms made available by the Department.

c. The report must be sent via confirmed email, certified mail, or statutory overnight delivery to:

Georgia Department of Agriculture
Attention: DCSP Grant Manager - Room 112
19 Martin Luther King, Jr. Drive, S.W.
Atlanta, Georgia 30334
Email: DCSP@agr.georgia.gov

d. The report must be delivered to the Department before August 1, 2023.

e. Failure to timely complete and return the report will result in Grantee’s ineligibility to receive grant funds under the Department’s next dog and cat reproductive sterilization support program grant.

6. Reimbursement. Grantee will be required to reimburse the Department for any and all grant funds awarded to Grantee if the Department determines that:

a. Grantee used grant funds for anything other than to pay for sterilization procedures;

b. Grantee has breached or otherwise failed to comply with any term or condition of this Agreement;

c. Grantee failed to comply with or is otherwise not in compliance with the Dog and Cat Sterilization Grant Program Rules and Regulations, GA. Comp. R. & Regs. Rules 40-13-14, et seq.;

d. Grantee is charged with, or convicted of, animal cruelty or inhumane care; and/or

e. Grantee fails to timely complete and return the “Grant Follow-up Report” or “Final Progress Report” as required.

7. Return of Funds. Grantee must return all unexpended funds to the Department within thirty (30) days of the end of the Grant Term. Said funds must be delivered to:

Georgia Department of Agriculture
Attention: DCSP Grant Manager - Room 112
19 Martin Luther King, Jr. Drive, S.W.
Atlanta, Georgia 30334
8. **Termination.** This Agreement may be terminated by the Department if the Department determines that Grantee has failed to comply with any term or condition of this Agreement.

   a. The Department may also terminate this Agreement for any of the following:
      (1) Any substantial violation of the Animal Protection Act - for example, a humane care violation, O.C.G.A. § 4-11-10(3);
      (2) Any substantial violation of any applicable federal, state, or local law, rule, regulation, or ordinance – for example, an animal cruelty violation, O.C.G.A. § 16-12-4;
      (3) Any misuse of grant funds.
      (4) Any false or misleading statement on the grant application.
      (5) Failure to complete the procedures identified in paragraph 4 above; or
      (6) If Grantee becomes insolvent or subject to a bankruptcy proceeding during the grant term.

   b. The Department may take one or more of the following actions after giving thirty (30) days written notice of termination to Grantee:
      (1) Withhold further and/or future grant awards from the dog and cat reproductive sterilization support program.
      (2) Deny Grantee participation in future dog and cat reproductive sterilization support program grants.
      (3) Require distributed grant funds be returned or reimbursed to the Department; and/or
      (4) Take any and all other available legal remedies.

c. The Department is not liable for any costs incurred by Grantee in contemplation of this Agreement, such as promotion of the grant program, startup costs, overhead, or other costs associated with the performance of the grant. The Department will also not be liable for any such costs in the event of termination of this Agreement.

9. **Compliance with Applicable Law.** Grantee must comply with the Georgia Animal Protection Act, O.C.G.A. § 4-11-1, et seq., and Departmental Rules and Regulations, GA. Comp. R. & Regs. Rules 40-13-13, et seq., as well as all applicable local, state, and federal laws, rules, regulations, and ordinance at all times.

10. **Notification of Violation or Animal Cruelty.** Grantee must immediately notify the Department if any adverse action is taken against Grantee’s Animal Shelter License, local business license, or professional license, if applicable. Grantee must also immediately notify the Department if Grantee or any of its agents are charged with, or found guilty of, animal cruelty or inhumane care as defined by O.G.G.A. § 16-12-4 and Departmental Rule 40-13-13-.01(14), respectively.

11. **Grant Accounting.** Grantee must maintain records and accounts consistent with generally accepted accounting principles and must provide for such fiscal control and fund accounting procedures as are necessary to assure proper disbursement of and accounting for grant project funds. Expenditures and supporting documentation relating to this grant must be adequate to permit an accurate and expeditious audit. Grantee must allow Department officials and/or the Georgia Department of Audits access to its records regarding use of grant funds, sterilization procedures, and other related records.
12. **Records.** Grantee must retain records throughout the grant term and for one (1) calendar year following expiration of the grant term. Records required to be kept include, but are not limited to, the type of animal, procedure performed, date of sterilization procedure, veterinarian performing said procedure, outcome, and name/address/phone number of the animal’s owner, if applicable. Grantee must allow Department personnel and/or the Georgia Department of Audits access to its records regarding use of grant funds, sterilization procedures, and other related records.

13. **Site Visits.** Grantee must allow Department personnel to perform a site visit(s) during the grant term. Grantee understands that the site visit may include a review of the organization’s activities and procedures provided or to be provided under this Agreement.

14. **Authority to Accept Funds.** Grantee attests, represents, and warrants that it possesses full legal authority to accept grant funds and to enter into this Agreement.

15. **Nature of Relationship.** The relationship between GDA and Eligible Producer is solely as set forth in this Agreement, and neither GDA nor Grantee has any fiduciary or other special relationship with the other or any of their respective agents or affiliates, except as provided herein. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership or joint venture between the Grantee and the Department. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with this Agreement. No party hereto has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

16. **Limitation of Liability.** Each party will conduct its own activities under this Agreement at its own responsibility. The sole provision for any tort attributable to either party shall be the Georgia Tort Claims Act. Grantee understands that it is not an agent of or in any way affiliated with the Department or the State of Georgia. Grantee agrees that the Department and State of Georgia shall not be liable for the negligence, gross negligence, or any type of liability assumed, caused or due to the Grantee or its agents, employees, or subcontractors.

17. **Indemnity.** Grantee understands and agrees to save, hold harmless, and indemnify the State of Georgia and the Department against any and all liability, claims, judgments, or costs of whatsoever kind and nature for injury to or death of any person, animal, etc., and for the loss or damage to any property resulting from the use, service, operation, or performance of work under the terms of this Agreement, resulting from the negligent acts of the Grantee, any subcontractor of Grantee, or any of Grantee’s employees, agents, or representatives.

18. **State Audits.** Grantee understands that any recipient of a grant made by a state agency shall be subject to audit by the State Auditor for the purpose of confirming compliance with state laws and performance of the terms of the grant pursuant to O.C.G.A. § 28-5-125. Grantee agrees to allow for the Georgia Department of Audits to perform an audit regarding the expenditure of grant funds.

19. **Nonprofit Organizations.** Grantee understands that nonprofit organizations may be subject to the requirements of O.C.G.A. § 50-20-1, *et seq.*
20. **Taxpayer Number and Identification.** Grantee must submit an IRS W-9 form with this Agreement before receiving grant funds. By submitting a W-9, Grantee is certifying that the tax ID number provided is correct and accurate.

21. **Assignability.** Grantee shall not assign any of the work or services subject to this Agreement except as explicitly authorized in this Agreement, nor shall any interest be assigned or transferred except as explicitly authorized in this Agreement or with the express written approval of the Department.

22. **Choice of Law.** This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

23. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the validity of or the enforceability of any other part or provision.

24. **Full Agreement.** Unless expressly contemplated herein, this Agreement, and any amendments authorized herein, constitutes the entire agreement between the Department and Grantee and supersedes all prior and/or contemporaneous writings, discussions, understandings, and/or agreements of any kind with regard to the subject matter of this Agreement.

25. **Force Majeure.** Neither party will be liable for any delay or failure of performance due to events outside the defaulting party’s reasonable control, including without limitation, acts of God, earthquake, hurricane, tornados, shortages of supplies, actions of governmental entities, riots, war, terrorist acts, fire, pandemic, or other circumstances beyond reasonable control. The obligations and rights of the defaulting party shall be extended for a period of time equal to the period during which such event prevented that party’s performance.

26. **Failure to Enforce.** The failure of the Department at any time, or for any period of time, to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions or as a waiver of the right of the Department thereafter to enforce each and every such provision.

27. **Notice.** Any and all notices must be made in writing and delivered by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, or by similar reliable carrier, and must be addressed to:

   For the Department: Chelsey Daughtry – DCSP Grant Administrator
   Georgia Department of Agriculture
   19 Martin Luther King, Jr. Drive, S.W., Room 112
   Atlanta, Georgia 30334
For the Grantee: Effingham County Animal Shelter  
307 Hwy 119 S  
Springfield, GA 31329

28. Authorized Signatures. Grantee further attests that they have read, understand, and agree to comply with all of the terms and conditions of this Agreement. The parties hereto have executed this Grant Agreement on the day and year as set forth below.

___________________________  ______________________________  ________________________________  
Grantee, Authorized Signature  Date  Grantee, Printed Name  Title  

_____________________________  ________________________________  
Grantee, Organization  Federal Employer ID No.

_____________________________  ________________________________  
Chelsey Daughtry  June 23, 2022  Department, Authorized Signature  Date  

_____________________________  Grant Administrator  
Chelsey Daughtry  Department, Printed Name  Title
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<td>HUMANE SOCIETY FOR GREATER SAVANNAH INC.</td>
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Item IX. 7.

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Staff Report
Subject: Approval of a MOU between Savannah State University and Effingham County Prison to allow for an Internship Program
Author: Alison Bruton, Purchasing Agent
Department: Prison
Meeting Date: July 19, 2022
Item Description: MOU between Savannah State University and Effingham County Prison to allow for an Internship Program

Summary Recommendation: Staff recommends Approval of a MOU between Savannah State University and Effingham County Prison to allow for an Internship Program called a Field Education Experience (F.E.E)

Executive Summary/Background:
- The Savannah State University, Department of Social Work requires that students pursuing Bachelor’s and Master’s degrees in social work obtain supervised field education experience.
- The number of students designated for participation in the F.E.E will be mutually determined by agreement of the parties, and may at any time be altered by mutual agreement. All student participants must be acceptable to both parties.
- There are no fees associated with this MOU.
- This Agreement shall commence upon full execution of the parties and shall remain effective for a term of three (3) years upon execution of both parties. Provided, however, that either party may terminate this contract upon thirty (30) days written notice at any time and for any reason.
- This MOU has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider
1. Approval of a MOU between Savannah State University and Effingham County Prison to allow for an Internship Program called a Field Education Experience (F.E.E)
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Prison, Purchasing, County Attorney
Funding Source: NA
Attachments: MOU between Savannah State University and Effingham County Prison
MEMORANDUM OF UNDERSTANDING BETWEEN
THE BOARD OF REGENTS OF THE INSTITUTION SYSTEM OF GEORGIA
BY AND ON BEHALF OF
SAVANNAH STATE UNIVERSITY
(Name of Institution) AND
EFFINGHAM COUNTY PRISON
(Name of Facility)

This is a Memorandum of Understanding on the part of Effingham County Prison (hereinafter referred to respectively as the “Facility”) and the Board of Regents of the Institution System of Georgia by and on behalf of Savannah State University (hereinafter referred to respectively as the “Institution”). The facility and Institution shall be herein after jointly referred to as the “parties.”

A. PURPOSE:

1. The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality field education experiences for the Institution’s students.

2. Neither party intends for this Memorandum to alter in any way their respective legal rights or their legal obligations to one another, to the student and faculty assigned to the Facility, or to any third party. However, the understandings contained herein may be incorporated into and made a part of a subsequent agreement executed between the respective Institution and Facility in a form substantially similar to that which is attached hereto and hereby incorporated by reference as “Exhibit A” hereinafter referred to as the “Agreement”.

B. GENERAL UNDERSTANDING:

1. The Savannah State University, Department of Social Work which is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the Council on Social Work Education (CSWE) requires that students pursing Bachelor's and Master’s degrees in social work obtain supervised field education experience.

2. The field education experience (hereinafter referred to as the “F.E.E.”) will be of such content, and cover such periods of time as may from time to time be mutually agreed upon by the Institution and the Facility. The starting and ending dates for each F.E.E shall be agreed upon at least one month before the F.E.E commences. The F.E.E implementation at the Facility shall be subject to final approval by the Facility.
3. The number of students designated for participation in the F.E.E will be mutually determined by agreement of the parties, and may at any time be altered by mutual agreement. All student participants must be acceptable to both parties. Either the Facility or the Institution may withdraw any student from an F.E.E at the Facility based upon a lack of competency on the part of the student, the student’s failure to comply with the rules and policies of the Facility, or, for any other reason where either party reasonable believes that it is not in their best interest for the student to continue. Such party shall provide the other party and the student with immediate notice of the withdrawal and written reasons for the withdrawal.

4. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability or veteran’s status in either the selection of students for participation in the F.E.E., or as to any aspect of the F.E.E.; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the student’s effective participation in the F.E.E.

C. MUTUAL RESPONSIBILITIES

1. Assignment of Students. Students subject to this Agreement are assigned to Facility by Institution for the purpose of developing the Student’s professional social work competence (knowledge, procedures/skills, problem solving, and professional attitudes and behaviors).

2. Schedule of Assignments. Prior to the initiation of any program for Students, the Institution shall provide information to the Facility concerning the number of Students, possible dates of assignment, the names and pertinent information about the Students, and the objectives for Students’ field education experience. The Facility and Institution shall jointly plan the schedule of student assignments to Facility, including the number of Students, the hours of attendance, and the schedule of activities at the Facility. Facility shall determine the maximum number of Students accepted by Facility for assignment to an administrative or clinical practice area.

3. Designated Representative. The Facility and Institution shall each appoint a designated representative to coordinate the field education experience, and to work with the Institution’s instructors and Students to facilitate a meaningful experience.

4. Changes in Curriculum, Program and Staff. Each party shall keep the other informed of changes in curriculum, program and staff which may affect the F.E.E. Representatives of both parties shall meet periodically to review the program, and to make such suggestions and changes as needed.
5. **Nondiscrimination.** Each party agrees that it will not discriminate against any Student in violation of any applicable Federal, State or Municipal laws on the basis of sex, race, religion, national origin, disability or veteran status, or other protected classification.

6. **Right to Withdraw Student from Program.**

   i. **By Institution.** Institution may withdraw a student from the program at any time, upon written notice to the Facility.

   ii. **By Facility.** Facility will have the right to take immediate temporary action to correct a situation where a student’s actions endanger client/patient care or where, in the sole discretion of the Facility the Student’s work, conduct, or health is deemed detrimental to patients or others. As soon as possible thereafter, Facility will notify the Institution of the action taken. All final resolutions of the Student’s academic status in such situations will be made solely by the Institution after reviewing the matter and considering whatever factual information the Facility provides for the Institution; however, Facility reserves the right to terminate the use of its facilities by a particular Student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

**D. INSTITUTION RESPONSIBILITIES**

1. The Institution will use its best efforts to select students for participation in the F.E.E. who are prepared for effective participation in the training phase of their overall education. The Institution will retain ultimate responsibility for the education of its students.

2. Prior to the commencement of the F.E.E., the Institution will, upon request and with proper authorization, provide responsible Facility officials with the names and information pertaining to relevant education and training for all Students enrolled in the F.E.E. program within a reasonable time before the beginning date of the F.E.E. program.

3. Institution will assign only those Students who have satisfactorily completed those portions of Institution curriculum that are prerequisite to Program participation.

4. The Institution will assign faculty/staff representative(s) as liaison(s) between the Facility and the Institution.

5. Solely for the purpose of defining the student’s role in relation to the use and disclosure of Facility’s protected health information, such students are defined as members of the Facility’s workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, such Students are not and shall not be considered to be employees of the Facility. Institution will notify each student of his or her status and responsibilities pursuant to this Agreement.
6. **Liability Insurance.** Institution shall, at all times during the term of this Agreement, maintain proof of active professional liability insurance coverage with a minimum of $1,000,000 each occurrence, $3,000,000 in the annual aggregate. Institution faculty members will be provided professional liability coverage pursuant to the terms and conditions of the Georgia Tort Claims Act (O.C.G.A. U50-21-20 et seq.). The Institution will provide Worker’s Compensation Insurance coverage for its participating faculty members. However, the Institution will not provide Worker’s Compensation Insurance or other insurance coverage for its students. This paragraph will survive the termination of this MOU.

7. **Confidentiality of Patient Information (HIPAA Requirements).** Institution shall ensure that its Students, faculty members, and staff members agree to protect to the fullest extent required by law the confidentiality of any client or patient information generated or received by them in connection with their F.E.E, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.

8. **Publications.** Institution will prohibit any publication that identifies or uses the name of the Institution, the Board of Regents of the Institution System of Georgia, the Facility or its members, clients, students, faculty or staff, directly or indirectly, unless prior written permission is received from the Institution, the Board of Regents of the Institution System of Georgia, and the Facility. However, the Facility hereby grants to the Institution the right to publish Institution administrative materials such as catalogs, course syllabi, F.E.E. reports, etc. that identify or uses the name of the Facility or its members, staff, directly or indirectly.

9. **Background Checks and Health Requirements.** Institution shall advise each affiliating student of the need to obtain criminal background checks, receive any immunizations and testing, or provide any records regarding relevant health conditions that may be required by Facility. Institution and the affiliating student shall, to the extent of their respective knowledge, inform Facility of any special health problems or requirements any assigned student may have. Institution and/or potentially exposed student/faculty shall be responsible for further recommended testing or follow up. Student is further required to obtain and continue personal Health Insurance, at his/her own expense throughout the term of his/her participation in the Program.

10. Institution will notify Facility in writing of any change or proposed change in a Student’s status.

**E. FACILITY RESPONSIBILITIES**

5. **Orientation.** The Facility shall provide Students with training or appropriate written orientation materials to assist Students in the F.E.E. at Facility.
6. **Premises and Equipment.** Facility will make available to Students basic supplies and equipment necessary for care of patients or clients and the F.E.E. program. Within the limitation of facilities, Facility will make available adequate work space for Students, if applicable.

7. **Staff Supervision.** The Facility shall provide Institution approved supervision, in conjunction with the faculty from Institution, for the Students in the program.

8. **Student/Faculty Evaluation.** Facility will evaluate the performance of the Student on a regular basis using the evaluation forms supplied by the Institution.

9. **Client/Patient Care.** The Facility shall retain responsibility for client/patient care and Students shall not be used to replace Facility employees providing care.

10. **Intent to Release Student.** The Facility will notify the Institution of any intent to release a student.

11. **Universal Precautions.** Facility and Institution acknowledge that protection of participants in the F.E.E. from exposure to blood borne pathogens is the joint concern of facility, Institution and the participant. As applicable, Facility will make available to participants for use within the Facility all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with Centers for Disease Control guidelines, as appropriate to the participant’s F.E.E. **If the F.E.E involves exposure to blood borne pathogens,** Facility shall provide participants with education regarding blood borne pathogens appropriate to the participant’s educational training at Facility, and, shall maintain documentation of such education. Institution shall, to the extent allowed by law or regulation, offer to participants at substantial risk of directly contacting body fluids, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and Centers for Disease Control. Facility will use its best efforts to appropriately test the source patient and to obtain patient’s consent to disclosure of test results to the Institution and participant.

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**F. TERMS OF AGREEMENT**

1. This Agreement shall commence upon full execution of the parties and shall remain effective for a term of three (3) years upon execution of both parties. Provided, however, that either party may terminate this contract upon thirty (30) days written notice at any time and for any reason.

2. It is understood and agreed that the parties to this agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.

3. Any such termination of this Agreement by the Facility shall not be effective as to any student who was participating in said program until such student has completed the program.
4. This Memorandum of Understanding shall be governed by, construed and applied in accordance with the laws of the State of Georgia.

5. This Memorandum of Understanding shall supersede any and all previously executed Memoranda of Understanding between the parties for applied learning experiences.

IN WITNESS WHEREOF, the parties hereunto set their hands, the day and year first above written.

AGREED TO BY:

THE BOARD OF REGENTS OF THE
INSTITUTION SYSTEM OF GEORGIA
BY AND ON BEHALF OF SAVANNAH STATE UNIVERSITY
(Name of Institution)

____________________________
(Staff or President of Institution)
Date________________________

FACILITY:

By___________________________
Chief Executive Officer/Senior Administrator

Date: _________________________
AMENDMENT

Insurance. During the term of this MOU, the County shall maintain workers’ compensation insurance, general liability insurance, automobile liability insurance and any applicable liability insurance. The County shall be allowed to self-insure. The County shall also carry property insurance as it deems advisable on any personal property, buildings, including trailers, equipment, furnishings, watercraft or any other property stored or maintained within or attached to the Premises by the County.

Signature ___________________________ Date ________________
INDEMNIFICATION
The College is prohibited by the Constitution of Georgia from contracting to indemnify or hold harmless any individual or entity. Article VII, Sec. 4, Paragraph 8; Article III, Sec. 6, Constitution of the State of Georgia. The College will be liable only for personal injury or property damage caused by acts or omissions of its employees in the performance of this contract to the extent provided by the Georgia Tort Claim Act (O.C.G.A. 50-21-20 et seq.)

Executive Director/CEO

Date

Dr. Catherine Gayle, MSW Ph.D.
Social Work Department Chair

Date
Staff Report

Subject: Memorandum of Understanding between The Board of Regents of the University System of Georgia on behalf of the University of Georgia Extension and Effingham County

Author: Mark W. Barnes, Finance Director

Department: County Manager

Meeting Date: 7/19/22

Item Description: Staff requests approval of Memorandum of Understanding between the Board of Regents of the University System of Georgia on behalf of the University of Georgia Extension and Effingham County

Summary Recommendation:
Staff recommends approval of the MOU between the University of Georgia Extension and Effingham County.

Executive Summary:
1. The MOU establishes the parameters for both UGA and Effingham County in terms of personnel and compensation.
2. The term of this MOU shall be from the date of execution until terminated by either party by written notice of such intent provided ninety (90) days in advance.
3. This MOU was prepared because of the recent change from the option A. ‘Cooperative Direct Pay’ method to option B. ‘Cooperative Contract Pay’ method which are described on page 3 of the MOU.

Background:
1. In May 2022 the Board approved moving the Extension Office personnel from being partially on UGA’s payroll and partially on the County’s payroll to being fully on UGA’s payroll. The County will reimburse UGA for these costs.
2. With that change, the MOU that was already in place needed to be updated from the option A pay method to the option B pay method.

Alternatives for Commission to Consider:
1. Approve the memorandum of understanding between The Board of Regents of the University System of Georgia on behalf of the University of Georgia Extension and Effingham County.
2. Do not approve the memorandum of understanding.
3. Provide staff with direction.

Recommended Alternative:
Staff recommends Alternative number 1 – Approve the memorandum of understanding between The Board of Regents of the University System of Georgia on behalf of the University of Georgia Extension and Effingham County.

Other Alternatives: N/A

Department Review: Finance, County Attorney approved as to form

Funding Source: General Fund, UGA Extension Office department

Attachments: MOU for UGA Extension Office personnel
MEMORANDUM OF UNDERSTANDING
Between
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
by and on behalf of
THE UNIVERSITY OF GEORGIA
COOPERATIVE EXTENSION
and EFFINGHAM COUNTY

This Memorandum of Understanding ("MOU") is made between the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter "UGA Extension") and EFFINGHAM County, a political subdivision of the State of Georgia, by and through its Board of COMMISSIONERS, (hereinafter the "County"), for the provision of Cooperative Extension Services and Personnel in EFFINGHAM County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County’s citizens and community; and

WHEREAS, the County Board of COMMISSIONERS is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

NOW, THEREFORE, the Parties agree as follows:
I. OPERATIONS

UGA Extension and the County will support all County Extension personnel operationally as set forth in this MOU regardless of employee compensation status.

A. UGA EXTENSION agrees to the following:

1. UGA Extension shall annually appoint a member of the County Extension personnel to serve as the County Extension Coordinator. The Coordinator shall be responsible for the total County Extension program, staff coordination and supervision, and all communications and transactions between the County and the County Extension staff.

2. UGA Extension shall provide County Extension personnel with the necessary educational materials needed for an effective program. UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.

3. UGA Extension shall reimburse all County Extension personnel directly for expenses incurred for officially designated travel authorized by the District Extension Director.

4. UGA Extension shall support County Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.

5. UGA Extension shall report to the County Board of COMMISSIONERS at regular intervals on the nature of the County Extension program and progress being made.

B. The COUNTY agrees to the following:

1. The County shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County’s budgeting process, the County further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program.

   a. Should the County request removal or modification of office network infrastructure deployed and/or managed by UGA Extension, the County shall coordinate with UGA Extension IT personnel prior to the removal or modification of said equipment. The County shall also coordinate with UGA Extension IT personnel prior to the addition of new network infrastructure where the existing network infrastructure has been deployed or is managed by UGA Extension.
b. The County shall coordinate with UGA Extension IT personnel in planning for the relocation of an existing or establishment of a new Extension office where the network infrastructure and/or computing resources will be managed by UGA Extension.

c. The County shall allow the installation and use of client software and unrestricted access to online resources deemed necessary by UGA Extension to conduct Extension business operations and program delivery; provided, however, that, all such software shall comply with any and all County information technology policies relating to security on, and compatibility with, the County’s information technology infrastructure and systems. UGA Extension and the County will jointly determine such compliance prior to installation of any such software.

2. The County shall furnish a county government vehicle or reimburse the travel expenses of County Extension personnel for official travel in the county or on behalf of EFFINGHAM County. The reimbursement shall be paid by the County directly to County Extension personnel unless some other method is agreed upon in writing by UGA Extension and the County.

3. The County shall evaluate financial support to the operations of UGA Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to the County according to standards set by Board of COMMISSIONERS for all county departments.

II. COMPENSATION

The UGA Cooperative Extension personnel shall be categorized based on the method of compensation they are associated with, as set forth in the attached addendums. UGA Extension and the County shall identify and agree upon the appropriate compensation method and personnel relationship for each employee. The following three options are available (CHECK ALL THAT APPLY):

☐ A. COOPERATIVE DIRECT PAY
In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County’s and UGA Extension’s responsibility for the County Extension Personnel’s withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum “A”.

☒ B. COOPERATIVE CONTRACT PAY
In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount
of compensation to County Extension Personnel under this option, as well as the County’s and UGA Extension’s responsibility for the County Extension Personnel’s withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum “B”. However, for administrative purposes the County Extension Personnel’s compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County’s proportionate share.

C. COUNTY FUNDED EXTENSION PERSONNEL

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County, as set forth in Addendum “C”. The County shall be solely responsible for the County Extension Personnel’s salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

III. AGREEMENT

1. This MOU shall take effect July 1, 2022 or when it is executed by both EFFINGHAM County and UGA Extension.

2. In instances of conflict between University of Georgia/University System of Georgia and County policies, the University of Georgia/University System of Georgia policies shall govern.

3. The term of this MOU shall be from the date of execution until terminated by either party by written notice of such intent provided ninety (90) days in advance.

4. This MOU may be modified by written agreement of the parties hereto.

5. Neither party to this agreement will discriminate against any employee or applicant for employment because of race, color, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, ethnicity or national origin, religion, age, genetic information, disability, or veteran status.

6. All notices provided for or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below. By giving written notice hereunder, either party hereto shall have the right from time to time and at any time during the term of this MOU to change their respective addresses. For the purposes of this Agreement:
The address of UGA Extension is:
UGA EXTENSION-SE DISTRICT
PO BOX 8112-GSU
STATESBORO, GA 30458-8112

The address of County is:
EFFINGHAM COUNTY BOC
804 S. LAUREL ST.
SPRINGFIELD, GA 31329

or such other address as shall be furnished by such notice to the other party.

_________________________________________________
Chairman, Board of Commissioners, Effingham County
Date: ____________________

_________________________________________________
County Extension Coordinator, Effingham County
Date: ____________________

_________________________________________________
Vice President for Public Service and Outreach, University of Georgia
Date: ____________________
Addendum A

COOPERATIVE DIRECT PAY

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County’s and UGA Extension’s responsibility for the County Extension Personnel’s withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County’s annual budget process.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.

2. UGA Extension shall serve as the employer of record and therefore:
   a. Provide legally required health insurance; and
   b. Provide legally required worker’s compensation insurance

3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.

4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County’s dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.

5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the
administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.

7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.

8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as set forth in the annual Financial Agreement. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.

The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County reflecting the County portion of the employer contribution to the employee’s retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County’s portion of this benefit will be made to the UGA Extension in the full amount within fifteen (15) days of receipt of the statement.

The County portion of employee salaries should be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County’s generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee’s salary.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual’s time serving the County in his or her capacity as part of the County Extension office.
Addendum B

COOPERATIVE CONTRACT PAY:
In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County’s and UGA Extension’s responsibility for the County Extension Personnel’s withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County’s annual budget process. However, for administrative purposes the County Extension Personnel’s compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County’s proportionate share.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and determine the total salary applicants are to be paid.

2. UGA Extension shall serve as the employer of record and therefore:
   a. Provide legally required health insurance;
   b. Provide legally required worker’s compensation insurance; and
   c. Pay applicable FICA taxes; and
   d. Withhold federal and state income taxes in accordance with relevant federal and state law.

3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.

4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County’s dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.

5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the
resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.

7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.

8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel to UGA Extension within thirty (30) days of receipt of an invoice from UGA Extension. Benefits, including leave, shall be calculated according to policies established by the Board of Regents. UGA Extension will provide monthly statements to the County reflecting the County portion of the County Extension Personnel’s salary and benefits. The County is aware and agrees that these benefits will include the County’s proportionate share of the employer portion of FICA, worker’s compensation and the employee’s selected retirement benefits. The employee may select the Georgia Teachers Retirement System or the Board of Regents Optional Retirement Program.

The County portion of employee salaries shall be adjusted annually based on performance and/or cost of living increases typical of other county employees in accordance with the County’s generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date, and a new contract will be issued with the new salary. UGA Extension will not allocate any percentage salary increase on the County portion of the employee’s salary. The County’s portion is as set forth in the annual Financial Agreement.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual’s time serving the County in his or her capacity as part of the County Extension office.
Addendum C

COUNTY FUNDED EXTENSION PERSONNEL

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County. The County shall be solely responsible for the County Extension Personnel’s salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

For County Funded Extension Personnel, UGA EXTENSION agrees to the following:

1. UGA Extension shall establish minimum qualifications for County Extension personnel and certify the qualifications of all applicants.

2. UGA Extension may approve or disapprove appointment recommendations by County of County Funded Extension personnel; provided, however, UGA Extension will provide the County with written reasons for each disapproval of an appointment recommendation.

3. UGA Extension shall supervise and evaluate County Funded Extension personnel according to applicable University of Georgia and the Board of Regents policies and procedures.

4. UGA Extension shall collect, approve and transfer employee work time records to the COUNTY on a weekly or monthly basis as agreed upon.

5. In the event the work of any County Funded Extension personnel becomes unsatisfactory to UGA Extension, it shall be the responsibility of UGA Extension to communicate this dissatisfaction to the County. It shall then be the responsibility of the County to appropriately deal with the dissatisfaction and advise the UGA Extension of action taken, if any. The County shall have the right to terminate or transfer personnel.

For County Funded Extension Personnel, the COUNTY agrees to the following:

1. The County shall employ and determine the total salary that personnel are to be paid.

2. The County shall provide all salary and associated benefits as per County policy.

3. The County shall serve as the employer of record and therefore:
   a. Provide legally required health insurance;
   b. Provide legally required worker’s compensation insurance;
   c. Withhold and pay appropriate FICA and income taxes to the relevant government agencies; and
   d. Designate supervision of extension personnel to the District Extension Director.

4. Annual salary adjustments for County Extension personnel shall be based on County policy and consistent with such policies for other County employees.
5. No provision of this Addendum, the MOU, or the annual Financial Agreement between UGA Extension and the County shall create any employment rights for such personnel above and beyond any such rights enjoyed by County employees generally.
Staff Report

Subject: Rezoning (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022

Item Description: Backwater Expeditions, LLC. As agent for Marie Raimondo, requests to rezone 69.103 acres from AR-1 to PD (Recreation) to allow for the development of an ecotourism site. Located at 545 Wyly Road. Map# 459 Parcel# 84

Summary Recommendation
Staff has reviewed the application, and makes no recommendation regarding the request to rezone 69.103 acres from AR-1 to PD (Recreation) to allow for the development of an ecotourism site.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- Pursuant to Section 5.15 PD – Planned Development District, the applicant may submit a concept plan for review and comment. The PD text and master plan are developed according to the ordinance, and with feedback from staff.
- Based on information from the DRAFT PD document, the proposed gross residential density is 1.4 units per acre (94 units on 69.103 acres). Residential units include 12 cabins; 13 primitive sites; 63 RV pads; 6 staff residences. Net density is 2.13 units per acre (94 units on 44.31 developed acres). Commercial development (~5 acres) includes a restaurant, general store, miniature golf, etc. (table 1-4). Open space (~20 acres) includes ponds, wetlands, and recreation areas.
- A 25’ - 50’ vegetative buffer is proposed around the perimeter of the development, except where the access and utility easement straddles the property line on the north east property boundary. Pursuant to sec. 3-4 Buffers, the 50% of the required buffer should be located on the project side of the easement.
- The proposed site is surrounded by low density residential development. According to the future land use map, the area is proposed for agricultural use.
- The development is in the Springfield service delivery area. If Springfield is unable to provide service, private water and septic systems will be required. Depending on system design, the proposed water source may be subject to EPD review and approval. During several meetings to discuss the project and the PD rezoning process, staff stated the requirement for well and septic system approval to be included in the PD rezoning application.
- The Department of Environmental Health is unable to provide septic system approval, as the volume of wastewater, the soil characteristics, and the amount of usable soil are all unknown. EPD is unable to provide pre-approval without a design to review.
- In the absence of water and sewer service availability and/or approval, staff are unable to make a recommendation.
- At the May 16 Planning Board meeting, Brad Smith made a motion to deny the request to rezone 69.103 acres from AR-1 to PD (Recreation).
- The motion was seconded by Peter Higgins, and carried unanimously.
- On June 3, the applicant requested to be moved to the July 19 Board agenda.
- At the June 7 meeting, the Board of Commissioners approved the postponement to July 19.

Alternatives
1. Approve the request to rezone 69.103 acres from AR-1 to PD (Recreation).
2. Deny the request to rezone 69.103 acres from AR-1 to PD (Recreation).

Recommended Alternative: Other Alternatives: 1, 2
Department Review: Development Services FUNDING: N/A
2. Ownership certificate/authorization 4. Aerial photograph
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Applicant/Agent: Backwater Expeditions LLC  Application Date: Jan 11, 2022
Applicant Email Address: brian@backwaterexpeditions.com
Phone # 912-398-6930
Applicant Mailing Address: 226 Magnolia Place
City: Guyton  State: Georgia  Zip Code: 31312

Property Owner, if different from above: Marie Raimondo
Include Signed & Notarized Authorization of Property Owner
Owner’s Email Address (if known): cessna7226q@aol.com
Phone # 609-203-7977 (Joe), 609-203-9050 (Marie)
Owner’s Mailing Address: 16 Cavalier Drive
City: Mercerville  State: New Jersey  Zip Code: 08619

Property Location: 545 Wyly Road Rincon, Georgia
Proposed Road Access: Wyly Road
Present Zoning of Property: AR - 1  Proposed Zoning: PD RV
Tax Map-Parcel # 04590084  Total Acres: 69.103  Acres to be Rezoned: 69.103
Lot Characteristics: Rural woodland

WATER
X Private Well  X Private Septic System
____Public Water System  ____Public Sewer system
If public, name of supplier: N/A

SEWER

Justification for Rezoning Amendment: Will allow accommodations for tourist visiting the area, it will generate new taxes and revenue with minimal impact.
List the zoning of the other property in the vicinity of the property you wish to rezone:

North: **AR-1; AR-2**
South: **AR-1; AR-2**
East: **AR-1; AR-2**
West: **AR-1; AR-2**

1. Describe the current use of the property you wish to rezone. **AR1**

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. **RV Park/Campground**

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?

**Adjacent properties will benefit from rezoning by allowing for increased tourism therefore increased property values with minimal environmental impact.**

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: __________________________
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

**MAY 27, 2021**, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book **2696**, page **4**.

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 **MARIE RAIMONDO**

Owner’s signature

Print Name

Owner’s signature

Print Name

Sworn and subscribed before me this **21st** day of **JANUARY**, 20 **20**.

**Jennifer Lengenfelder**

**Notary Public, State of New Jersey**

**State of NJ**

**JENNIFER LENGENFELDER**

**NOTARY PUBLIC**

**STATE OF NEW JERSEY**

**MY COMMISSION EXPIRES JANUARY 30, 2023**

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, ______ADRIAN WEBBER______, 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: ______Brian Cohen______

Applicant/Agent Address: ______226 Magnolia Place______

City: ______Crawford______ State: ______GA______ Zip Code: ______31312______

Phone: ______912-398-6093______ Email: ______backwater.bc@gmail.com______

Owner's signature: ______[Signature]______

Print Name: ______MARIE RAIMONDO______

Personally appeared before me ______MARIE RAIMONDO______ (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 _____10_____ day of ______December______, 20______

_______[Signature]______

Notary Public, State of Georgia, Commissioned in New Jersey

JENNIFER LENGENFELDER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JANUARY 30, 2023

Rev 05052021
TO HAVE AND TO HOLD said property, together with all and singular
the rights, members, hereditaments, improvements, easements, and
appurtenances thereto belonging or in any wise appertaining unto SECOND
PARTIES, their heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF
TITLE to said property against the claims of all persons whatsoever.

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

[Signature]

DRAFT-CRISTOPHER

[SEAL]

Signed, sealed and delivered
in the presence of:

[Unofficial Witness]

[Seal]

NOTARY PUBLIC
Date: 3-16-05

[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 dated May 27, 2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2696, page 4.

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: MARIE RAIMONDO

Owner’s signature: ____________________________
Print Name: ____________________________

Owner’s signature: ____________________________
Print Name: ____________________________

Sworn and subscribed before me this 12th day of January, 20__.

[Signature]
Notary Public, State of New Jersey

JENNIFER LENGENFELDER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES - JANUARY 30, 2023

Rev 05052021
STATE OF GEORGIA,
COUNTY OF EFFINGHAM,

For and in consideration of the sum of one dollar, receipt of which is hereby acknowledged, the undersigned hereby grant to the Savannah Electric and Power Company, its successors and assigns, the right to construct and maintain an electric transmission and distribution system over and across the land, or upon and along the road adjoining the said land in the County of Effingham, State of Georgia, described as follows:

That certain tract of land in Effingham County having 1500 acres more or less is located on the Ebenezer Church Road, being bounded as follows: On the north by Ebenezer Creek, on the east by lands of Ebenezer Church, on the south by lands of Ebenezer Church, G. Groves, and H. E. Goss, and on the west by lands of Walter Schrader and Willis Overstreet. Said electric transmission and distribution system with accompanying poles, wires, crossarms, guys and other equipment is to be constructed in such manner as the Grantee may deem necessary, and permission is hereby given to patrol, repair and renew the same from time to time, and to cut or trim at any time trees which in the judgment of the Grantee will interfere with the construction, operation or maintenance of said electric transmission and distribution system.

IN WITNESS WHEREOF, the Grantee has hereunto set his hand and seal, this 4th day of October, 1946.

Signed, sealed and delivered in the presence of:

Harry Long

P. N. Alexander, State of Georgia at Large
By Commissioner expires Jan. 17, 1946.

Recorded October 23, 1946.

STATE OF GEORGIA,
COUNTY OF EFFINGHAM,

For and in consideration of the sum of one dollar, receipt of which is hereby acknowledged, the undersigned hereby grant to the Savannah Electric and Power Company, its successors and assigns, the right to construct and maintain an electric transmission and distribution system over and across the land, or upon and along the road adjoining the said land in the County of Effingham, State of Georgia, described as follows:

That certain tract of land located approximately four (4) miles northwest of Milledgeville, Georgia, being bounded as follows: On the north by lands of J. B. Zeller, on the east by lands of Holland J. Hodges, on the south by lands of Karl Lane, and on the west by lands of H. B. Helms. Said electric transmission and distribution system with accompanying poles, wires, crossarms, guys and other equipment is to be constructed in such manner as the Grantee may deem necessary, and permission is hereby given to patrol, repair and renew the same from time to time, and to cut or trim at any time trees which in the judgment of the Grantee will interfere with the construction, operation or maintenance of said electric transmission and distribution system.

IN WITNESS WHEREOF, the Grantee has hereunto set his hand and seal, this 11th day of October, 1946.

Signed, sealed and delivered in the presence of:

R. N. Pittman

P. N. Alexander, State at Large

Recorded October 23, 1946.
STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 19th day of APRIL 1990, between MARIE G. LONG of the FIRST PART, and WAYNE R. CROSS of the SECOND PART.

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto SECOND PARTY, his heirs and assigns, the following described property, to-wit:

All that certain tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing Fourteen and Sixty-nine Hundredths (14.69) acres, more or less, and being bounded on the north by Ebenezer Creek; on the east by the lands of Thomas O. Long Estate; on the southwest by lands of Thomas O. Long Estate and on the northwest by Half Moon Subdivision.

Express reference is hereby made to a plat of said lands made by Paul D. Wilder, R.L.S. #1559, dated September 27, 1989 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 24, page 197, for better determining the metes and bounds of said lands herein conveyed.

ALSO, hereby conveyed is a right-of-way easement for a road and utility purposes over and across that certain Sixty (60) foot wide access easement shown on the above plat extending from High Bluff Road in a northwesterly direction to a point where it intersects with the property above described and then the Sixty (60) foot wide power line and access easement extending therefrom in a generally northerly and northwesterly direction to a point where it intersects with Ebenezer Creek. Said right-of-way easement being for the purposes of ingress and egress.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members hereditaments, improvements, easements, and appurtenances thereunto belonging or in any wise appertaining unto SECOND PARTY, his heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whosoever.

IN WITNESS WHEREOF, FIRST PARTY has hereunto set her hand and affixed her seal and delivered these presents, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Seal]

MARIAN N. LONG

Notary Public

[Seal]

Helen A. Betts

Notary Public
STATE OF GEORGIA
COUNTY OF EFFINGHAM

This agreement made and entered into this ___ day of July, 2001 by and between WAYNE R. CROSS of the First Part and RICHARD A. NEIDLINGER of the Second Part.

WHEREAS, First Party is the owner of a 14.69 acre parcel of land and a 60-foot wide easement which were conveyed to him by deed from Marie G. Long dated April 17, 1995 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 280, page 823, and

WHEREAS, Second Party is the owner of a 14.73 acre parcel of land and a 1/4 acre parcel of land and a 60-foot wide easement which were conveyed to him by deed from Allonia T. Haisten Glenn dated December 7, 1997 and recorded in said Clerk's Office in Deed Book 453, page 250, and

WHEREAS, First Party and Second Party both do hereby recognize, acknowledge and agree to the existence of said easement for both of their use, benefit and for their heirs and assigns use and benefit, and

WHEREAS, Both parties hereto agree that each party hereto, their heirs and assigns shall have use of said easement as a road for ingress and egress, and

WHEREAS, Both parties hereby acknowledge and agree that from time to time there will be certain maintenance to keep said road easement in reasonable repair, and

WHEREAS, the parties hereto desire to enter into this agreement whereby each will participate in the maintenance of said road and for this agreement to be binding upon the parties hereto, their heirs and assigns.

NOW, THEREFORE, in consideration of the mutual benefits flowing to each party hereto and the premises of each to the other, it is agreed as follows, to-wit:

1. Each party hereto shall participate in the maintenance of said road.

2. The portion of the road, which Second Party will participate in the maintenance of, will extend only to Second Party's property.

3. This agreement would be binding upon the parties hereto their heirs and assigns, however, it will not be binding upon the parties hereto once they have conveyed title to the real estate described in their respective deeds above referred to, but maintenance of said easement shall be the responsibility of subsequent owners of the land.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, affixed their seals, and delivered these presents the day and year first above written.

WAYNE R. CROSS  (SEAL)

RICHARD A. NEIDLINGER  (SEAL)

Signed, sealed and delivered in the presence of:

Notary Public

RETURN TO:
EDWARD REDDICK
ATTORNEY AT LAW
P. O. BOX 383
SPRINGFIELD, GA 31339
139
May 11, 2022

Teresa Concannon, AICP
Planning & Zoning Manager
Effingham County Board of Commissioners
804 S Laurel Street
Springfield, GA 31329

Dear Mrs. Concannon,

This letter serves to acknowledge the request from your office for approval for the onsite sewage management systems associated with the below proposed facility. Our office is unable to provide approval. Our office is unable to provide an approval regarding any septic system or potential septic system without the required information. The potential complexity of proposed waste stream coupled with currently unknown amount of wastewater potentially produced must be assessed with regards to the currently unknown soil characteristics and currently unknown available amount of usable soil. There are many factors that must be assessed for compliance. These all have major implications on what can be permitted by either DPH or the Environmental Protection Division (EPD) of the Georgia Department of Natural Resources on the site with an unknown water source.

Project Name: Backwater Outpost
PIN: 459-84
Size: 69.10 Acres
Location: 545 Wylly Rd.
Current Zoning: AR-1
Proposed Zoning: PD - Recreational
Developer: Backwater Expeditions LLC

The above proposed project has not submitted a completed application packet including but not limited to the Onsite Sewage Management System Application for Non-Residential Facilities, Level 3 or high intensity soil survey, design flow and supplemental information for each proposed onsite sewage management system within the project. Again, the lack of information prevents our office from determining the appropriate regulatory authority.

The plans and supporting documentation will be reviewed for general conformance with Rules of the Department of Public Health, Chapter 511-3-1 once a completed application packet for each proposed facility within the project is received. Any review and subsequent approval do not relieve the owner,
designer, and or contractor, nor their representatives, from their individual or collective responsible to comply with the applicable code provisions of Rules of the Department of Public Health, Chapter 511-3-1. Any review should not be construed as a check of every item in the plans or the construction. Failure of this office to note any conflict with said requirements does not relieve any entities from compliance.

This office does not guarantee functionality, future approval or guarantee of permit issuance, and the correspondence should not be construed as approval.

Please note based on the limited information submitted to date, additional permitting from this office may be required. This may include but is not limited to a Food Service Permit that authorizes a person to operate a food service establishment and signifies satisfactory compliance with the Rules of the Department of Public Health, Chapter 511-6-1 for Food Service and Tourist Accommodation Permit that authorizes a person to operate a Tourist Accommodation and signifies satisfactory compliance with the Rules of the Department of Public Health, Chapter 511-6-2.

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
Program Manager
Environmental Health Division
Effingham County Health Department
PD – Recreation
District Planned Development Text
Marie Raimondo Tract for
Backwater Outpost LLC
Prepared by: Brian Cohen – CEO Backwater Outpost

Documents submitted:
Planned Development District Master Plan – Approval requested
Development Text Document – Approval requested
EPD Letter Stating no objections to zoning request – Summitted for review to EPD
Existing Access Easement Agreements – For review
Backwater Outpost Rules and Regulations – For review
Proposed outline of Backwater Outpost industry data – For review

This development text and the attached Planned Development master plan are being submitted for
approval by the Effingham County Board of Commissioners in accordance with the proposed Effingham
County Zoning Ordinance PD-Recreational.

This development text will serve as the original development text for the property. The attached Master
Plan is submitted as an exhibit only to convey the intended character and scale of the development. The
details illustrated in this Master Plan are intended to serve as an aid to the County Commissioners and
the public to visualize the development.

In addition, attached are the rules and regulations for guest of our facility to give a general overview of
operations. Also attached is an outline of the camping industry.

**General Description:**

**Project Name:** Backwater Outpost – Wyly Rd.
**PIN:** 459-84
**Size:** 69.10 Acres
**Location:** 545 Wyly Rd.
**Current Zoning:** AR – 1
**Proposed Zoning:** PD – Recreational
**Developer:** Backwater Expeditions LLC

Backwater Outpost – 545 Wyly Rd – Environmentally Friendly PD – Recreational development for short
term visitors for 1 night but not to exceed 6 months.

No more than six people are permitted to occupy a site, no unaccompanied minors are permitted.
Outpost will have controlled access and security.

Our camping facility Backwater Outpost and our commercial section Backwater Trading Post will be built
out in phases along with appropriate services like water, sewer and power. Our development has been
planned and in its final design will be completed with the intent to be harmonious in terms of landscape,
roadways and site layout to minimize impact on the environment and be a benefit to our community.
Development shall be done in a matter that results in minimal impact to the natural resources, wetlands and any existing conditions. All land disturbing activities, EX: roadways, stormwater management plans, potable water, sewer and power services will comply with state and local requirements.

Fifty-foot natural vegetative **Perimeter buffers** will be left in place around the external boundaries of adjoining properties and twenty-five-foot boundary of adjacent roadways. Natural boundaries will be used within the facilities.

The development amenities will be designed to provide a variety of opportunities to the patrons of the campground, our community and the general public. The facilities will be located at various locations throughout the development.

<table>
<thead>
<tr>
<th>Property Breakdown – Table 1-1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description</strong></td>
</tr>
<tr>
<td>Total Property – 545 Wolly Road</td>
</tr>
<tr>
<td>Wetland</td>
</tr>
<tr>
<td>Perimeter Buffer</td>
</tr>
<tr>
<td>Ebenezer Creek Buffer</td>
</tr>
<tr>
<td>Access Easement</td>
</tr>
<tr>
<td><strong>Developmental Area</strong></td>
</tr>
</tbody>
</table>

Backwater Outpost will provide for the operations, maintenance, and repairs of the sites, cabins, amenities and other assets of the Outpost. This will include items such as:

1) Roof Maintenance and Repairs  
2) Exterior Maintenance and Repairs  
3) Landscaping and Lawn Maintenance  
4) Internal roadways  
5) Utilities  
6) Well and septic systems per EPA/ DPH requirements  
7) DPH standards for tourist accommodations

Outpost will comply with NFPA 1194 and Effingham County Fire District.

*Exceptions requested*

No exceptions from the regulations in within the PD ordinance are being requested.
Present Ownership:

Current Owner: Marie Raimondo (Legal Description from deed)

ALL that said certain tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing sixty-nine and twenty-one (69.21) acres, more or less, and being bounded on the northeast by lands of Cary Yatro; on the east and southeast by lands of Hallman, by lands of Ray, by High Bluff Road known as County Road #346, by lands of Garvin and by lands of Savannah Int. Trucking Co.; on the southwest by Half Moon Road known as County Road #379, and on the northwest by Half Moon Road known as County Road #379, by lands of Nedlinger, by lands of Cross and by Ebenezer Creek.

Express reference is hereby made to the plat of said lands made by Paul D. Wilder, P.L.S. #1559 dated March 22, 1999, and recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, on Plat Cabinet B, Slide 74-E, for better determining the metes and bounds of said lands herein conveyed. Said plat showing a sixty (60) foot wide access easement and power lines easement running from High Bluff Road across said lands to The Ebenezer Creek and to the lands of Hallman.

EDWARD REDDICK
ATTORNEY AT LAW
P. O. BOX 395
SPRINGFIELD, GA 31329

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, made the 6th day of December, 1999, between
GARY CHRISTOPHER of the FIRST PART, and MARIE RAIMONDO of
the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of
$50,000.00 and no/100 ($10,000) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, dox hereby grant, bargain, sell and convey
onto SECOND PARTIES, their heirs and assigns, the following described
property, to-wit:

PARCEL 1 ALL that certain tract or parcel of land situate, lying and
being in the 9th G.M. District of Effingham County, Georgia, containing
Eighty-One Hundredths (.81) of an acre, more or less, and being bounded
on the north by lands of Jennie L. Fall; on the east by Georgia State
Highway #125; on the south by Long Acres Road known as County Road #122
and on the west by lands of Jennie L. Fall.

Express reference is hereby made to the plat of said lands made by Paul
D. Wilder, P.L.S. #1559 dated March 30, 1999 and recorded in the Office
of the Clerk of the Superior Court of Effingham County, Georgia, in
Plat Cabinet B, Slide 74-E, for better determining the metes and bounds of said lands herein conveyed.

PARCEL 2 ALL that certain tract or parcel of land situate, lying and
being in the 9th G.M. District of Effingham County, Georgia, containing
Thirty-Nine and Thirty-Four Hundredths (.39) acres, more or less,
and being bounded on the northeast by Long Acres Road known as County
Road #125; on the southeast by Georgia State Highway #125, by lands of
Milton Volunteer Fire Department; by lands of Mohrly, by lands of
Oliver, by lands of Haring, by lands of Purdon and by lands of
Lanier; on the southwest by lands of Cowart and by lands of
Lammas Drive, by lands of Newton, by lands of Davis and by lands of
Tarleton.

Express reference is hereby made to the plat of said lands made by Paul
D. Wilder, P.L.S. #1559 dated March 22, 1999 and recorded in the Office
of the Clerk of the Superior Court of Effingham County, Georgia, in
Plat Cabinet B, Slide 74-E, for better determining the metes and bounds of said lands herein conveyed.

PARCEL 3 ALL that certain tract or parcel of land situate, lying and
being in the 9th G.M. District of Effingham County, Georgia, containing
Sixty-Nine and Twenty-One (69.21) acres, more or less, and being bounded
on the north-northeast by lands of Cary Yatro; on the east and
southeast by lands of Hallman, by lands of Ray, by High Bluff Road known
as County Road #346, by lands of Garvin and by lands of Savannah Int.
Trucking Co.; on the southwest by Half Moon Road known as County
Road #379, and on the northwest by Half Moon Road known as County Road
379, by lands of Nedlinger, by lands of Cross and by Ebenezer Creek.

Express reference is hereby made to the plat of said lands made by Paul
D. Wilder, P.L.S. #1559 dated March 22, 1999 and recorded in the Office
of the Clerk of the Superior Court of Effingham County, Georgia, in
Plat Cabinet B, Slide 74-E, for better determining the metes and bounds of said lands herein conveyed.

Said plat showing a sixty foot wide access easement and power lines
easements running from High Bluff Road across said lands to The Ebenezer
Creek and to lands of Hallman.

SUBJECT, to restrictive covenants and easements of record.
Proposed Land Uses and Development Standards

Our recreational facility consisting of Backwater Outpost, Backwater Trading Post and Backwater Expeditions will contain a variety of compatible uses to produce a balanced and attractive community.

Perimeter buffers will be provided around the property and will vary from 50’ on property boundaries and 25’ on public roadways. Parts of the project are buffered by large acreages of undisturbed forest and preserved wetlands which will provide significantly larger buffers in many locations. All buffers regardless of size will remain undisturbed.

Ebenezer creek we are planning to provide 50’ natural buffer. Only limited disturbance for safe creek access.

Existing access easement will remain in place.

Pond – Plans are to expand the existing pond mainly as a retention pond with water features like fountains to keep water from stagnating and provide a peaceful relaxing area to reflect and natural sound buffer.

Wetlands will remain natural and undisturbed.

<table>
<thead>
<tr>
<th>Area Name</th>
<th>Total Units</th>
<th>Total SF</th>
<th>Total Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Natural Perimeter Buffer</td>
<td>1</td>
<td>400,752</td>
<td>9.20</td>
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<tr>
<td>Ebenezer Creek Buffer</td>
<td>1</td>
<td>13,503.6</td>
<td>0.31</td>
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<tr>
<td>Access Easement</td>
<td>1</td>
<td>192,535.2</td>
<td>4.42</td>
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<tr>
<td>Pond</td>
<td>1</td>
<td>64,904.4</td>
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<tr>
<td>Wetlands</td>
<td>3</td>
<td>262,666.8</td>
<td>6.03</td>
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<tr>
<td><strong>Total Fixed</strong></td>
<td><strong>3</strong></td>
<td><strong>922,600.8</strong></td>
<td><strong>21.18</strong></td>
</tr>
</tbody>
</table>
Accommodations and Staff Housing

RV site both Type 1 – Pull thru 60 ft x 80 ft lot and Type 2 – Back-in 50 ft x 50 ft lot both styles will have porous paver parking pads 20 ft x 50 ft for ease and comfort of parking and in compliance to ADA requirement and a patio area of 200 SF, all utilities (water, sewer and electric) will be available to all RV sites located on driver side rear of lot.

Cabins will be on 50 ft x 50 ft lot consisting of 750 SF are to be designed for efficiency and environmentally friendly with full services (Kitchen and Bath) and be built off the ground to be less intrusive to the environment and mitigate erosion. Cabins will be built of different styles, shapes and finishes to compliment the surroundings.

Primitive camp sites will be natural 1,600 SF with limited occupancy of no more than six people per site. Primitive campers will park in the commercial parking area and be shuttled to the primitive camp sites by staff.

Security/ Staff housing – Fully furnished able to sleep six, kitchen and three full baths.

Staff Housing – Private residents will be standard fully furnished tiny houses. Will be permanent housing for Backwater staff located within the Outpost.

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Total Units</th>
<th>Square Feet</th>
<th>Total SF</th>
<th>Total Acres</th>
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<tr>
<td>RV Pads</td>
<td>63</td>
<td>1,400</td>
<td>88,200</td>
<td>2.02</td>
</tr>
<tr>
<td>Cabins</td>
<td>12</td>
<td>750</td>
<td>9,000</td>
<td>0.21</td>
</tr>
<tr>
<td>Primitive Site</td>
<td>13</td>
<td>1,600</td>
<td>20,800</td>
<td>0.48</td>
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<tr>
<td>Security/ Staff Housing</td>
<td>1</td>
<td>1,200</td>
<td>1,200</td>
<td>0.03</td>
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<tr>
<td>Cabins</td>
<td>4</td>
<td>3,200</td>
<td>12,800</td>
<td>0.29</td>
</tr>
<tr>
<td>Private Residents</td>
<td>1</td>
<td>4,800</td>
<td>4,800</td>
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</tr>
<tr>
<td>Total Area</td>
<td></td>
<td></td>
<td>136,800</td>
<td>3.14</td>
</tr>
</tbody>
</table>

Power will be provided by underground service and distributed per Georgia Power. All stormwater infrastructure shall be graded to drain rainwater to avoid puddling and pooling in accordance with Effingham County and State of Georgia standards. Thousand gallons cisterns will be placed in locations around facility to collect stormwater for irrigation and fire suppression.

Per EPD/ DPH standards will be followed for community primary and secondary wells and will be built to support all facility needs. Sewage disposal connections will be provided to each site feeding back to EPD approved septic systems designed for efficiency, environmentally friendly and located in approved locations.

Operations

There will be a monument sign located at the main entrance on Wylly Road. Directional signs will be located throughout the development to aid in traffic flow and area identification. Light pollution to adjacent properties will be minimized by low level lighting, fixture shielding, and natural perimeter buffers per Effingham County codes.
Power will be provided by underground service per requirements. Campground lighting will be low voltage path lighting to be provided within the Outpost to aid pedestrian circulation during evening hours, sites will have reflective numbers with accent lighting. All services will be provided with approved Effingham County/state of Georgia building codes and conform to DPH stancards for tourist accommodations.

Refuse containers with capacity of not less than 30 gallons, stored on platforms at least six inches off the ground and will be placed within one hundred feet of each site. Dumpster to be in concealed in commercial section.

A commercial parking area will be provided for public use to accommodate the commercial uses and primitive campers. A complying monument sign will be adjacent to the parking lot and access road.

All improvements in this Planned Development will be compliant to standard codes and privately owned/maintained and not dedicated to Effingham County. This development will be staffed by full-time employees. The staff will be completely responsible for operations, rule/regulation enforcement, and infrastructure maintenance/repair.

Backwater Trading Post/Travel center – Well be a well equip convenience store less petroleum fuel. In addition to providing normal convenience items, we will add retail, souvenirs, locally sourced products with bathrooms and shower facilities.

Restaurant – Standard well equipped 1,000 SF kitchen and 2,400 SF able to accommodate 200 dinner style seating. We are looking to partner with a local restaurateur to increase services provided to our guests and community.

Parking Area – For commercial and primitive campers. Containing 279 parking spots natural, crusher run or pavers with 4 handicap spots will be graded to drain rainwater to avoid puddling and pooling. All stormwater infrastructure will be designed and constructed in accordance with Effingham County and State of Georgia standards. In addition, we are proposing a second entrance to property located directly across from Long Acres Rd intersecting Wylly Rd/High Bluff Rd.

Museum/Retail space – (Street strip) –Related retail spaces for rental. One of the spaces will accommodate our local museum containing history of the people and the area.

Clubhouse – Will be a venue area for rental and for conducting classes and corporate retreat, team building, birthdays as well as family activities.

Cookhouse Pavilion & Fire Pit – Covered enclosed 1,000 SF commercial kitchen with 1,000 SF screened in seating area for 100 people. Will be available for rental for group activities. One located within the Outpost, and one located in our commercial section.

Pavilion – Standard covered open wall picnic area with grill, rental, able to accommodate 80 people
Bait store and vending – Charging stations and water source for primitive camping area. Located in the primitive sections. Small convince shop area with worms, crickets, hooks, etc. With vending machines for snacks and drinks.

Mini golf course – 36-hole mini golf course open to the general public.

Boat Storage/Shop – Shop for Outpost to store equipment and general maintenance.

<table>
<thead>
<tr>
<th>Area Name</th>
<th>Total Units</th>
<th>SF Per Unit</th>
<th>Total SF</th>
<th>Total Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Center/Store</td>
<td>1</td>
<td>9,600</td>
<td>9,600</td>
<td>0.22</td>
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<tr>
<td>Restaurant</td>
<td>1</td>
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<tr>
<td>Parking Area (278 spaces)</td>
<td>1</td>
<td>138,085</td>
<td>138,085</td>
<td>3.17</td>
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<tr>
<td>Street Strip – Museum</td>
<td>6</td>
<td>2,400</td>
<td>14,400</td>
<td>0.33</td>
</tr>
<tr>
<td>Clubhouse</td>
<td>1</td>
<td>4,800</td>
<td>4,800</td>
<td>0.11</td>
</tr>
<tr>
<td>Pavilion/Cookhouse</td>
<td>2</td>
<td>2,000</td>
<td>4,000</td>
<td>0.09</td>
</tr>
<tr>
<td>Pavilion</td>
<td>2</td>
<td>800</td>
<td>1,600</td>
<td>0.04</td>
</tr>
<tr>
<td>Bait Shop Vending</td>
<td>1</td>
<td>1,000</td>
<td>1,000</td>
<td>0.02</td>
</tr>
<tr>
<td>Boat Storage/Shop</td>
<td>1</td>
<td>2,400</td>
<td>2,400</td>
<td>0.06</td>
</tr>
<tr>
<td>Miniature Golf</td>
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<td>43,560</td>
<td>43,560</td>
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<td>Roadway</td>
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<td><strong>479,284.6</strong></td>
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</table>

Amenities

Restrooms/Bath house/Laundry Combo – Outpost guest will be provided ADA compliant public restrooms with shower facilities, family bathrooms and laundry facilities located throughout the facility.

Public Rest Room – Public restrooms for commercial section and venue area.

Stage/Movie Screen = Open to the general public for entertainment. Mainly used for fund raising for local Veteran groups, local historical preservation, conservation and other charities.

Playground/workout stations – will be provided for the campground community.

Multipurpose Athletic Field – Area for playing outdoor games like half rubber, croquet, etc. and team building.
**Dog Park** – Fenced in exercise area for dogs to play.

**Roadways** - will be a graded crusher run combination road/walkway with one-way roads 20’ wide providing 14’ road and 6’ walking path. Two-way roads 30’ wide providing 2 – 14’ roadways and 6’ walking path. Roadways will be natural or pavers and will be graded to drain rainwater to avoid puddling and pooling.

### Amenity Table – Table 1-5

<table>
<thead>
<tr>
<th>Area Name</th>
<th>Total Units</th>
<th>SF Per Unit</th>
<th>Total SF</th>
<th>Total Acreage</th>
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</thead>
<tbody>
<tr>
<td>Bathrooms/ Laundry</td>
<td>4</td>
<td>3,672</td>
<td>14,688</td>
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<tr>
<td>Public Restrooms</td>
<td>1</td>
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<td>2,800</td>
<td>0.06</td>
</tr>
<tr>
<td>Stage/ Movie Area</td>
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<td>800</td>
<td>800</td>
<td>0.02</td>
</tr>
<tr>
<td>Playground/Fitness</td>
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<td>21,780</td>
<td>21,780</td>
<td>0.50</td>
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<tr>
<td>Dog Park</td>
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<td>21,780</td>
<td>21,780</td>
<td>0.50</td>
</tr>
<tr>
<td><strong>Total Amenities</strong></td>
<td></td>
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<td>61,848</td>
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</table>

### Breakdown – Table 1-6

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<thead>
<tr>
<th>Description</th>
<th>Area</th>
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<tbody>
<tr>
<td><strong>Total Property – 545 Wyly Road</strong></td>
<td><strong>69.10 Acres</strong></td>
</tr>
<tr>
<td>Wetland</td>
<td>6.03 Acres</td>
</tr>
<tr>
<td>Perimeter Buffer</td>
<td>9.20 Acres</td>
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<tr>
<td>Ebenezer Creek Buffer</td>
<td>0.31 Acres</td>
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<tr>
<td>Access Easement</td>
<td>4.42 Acres</td>
</tr>
<tr>
<td>Developmental Area</td>
<td>49.14 Acres</td>
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### Allocation Breakdown

<table>
<thead>
<tr>
<th>Description</th>
<th>Acres</th>
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<tr>
<td>Fixed Property Table 1-2</td>
<td>21.18</td>
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<tr>
<td>Accommodations Table 1-3</td>
<td>3.14</td>
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<td>Operations Table 1-4</td>
<td>11.01</td>
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<td>Amenities Table 1-5</td>
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<td>Total Developed Property</td>
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<tr>
<td><strong>Natural/ Green Spaces</strong></td>
<td><strong>32.27</strong></td>
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<tr>
<td><strong>Total Acres</strong></td>
<td><strong>69.1</strong></td>
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</table>
PROPOSED
BACKWATER OUTPOST
AND BACKWATER
TRADING POST
Backwater Expeditions (BWE) has been operating as a tour operator in Effingham County, Georgia since 2000 providing personal private tours and canoe/kayak rentals exclusively on Ebenezer Creek. With increased demands for activities in the area BWE has been building out more opportunities and working with others in the community.

Our reputation has allowed us to grow and expansion from our homebased operation to needing to operate out of a brick-and-mortar storefront and to meet the increased demand for accommodations BWE has located a 69.21-acre property located on Ebenezer creek.

In search of more revenue sources and the increase in demand for outdoor activities BWE is proposing to develop Backwater Trading Post featuring our commercial section that will be open to the general public and will feature:

- Welcome center
- Convenience store/ Travel Center/ Sporting Goods, Showers and Rest Room
- Ice Cream/ Soda Fountain
- Museum
- Public Parking Area
- Stage/ Movie Venue area
- Club House
- 36 Hole Mini Golf
- 1 Cookhouse Pavilion
- 1 Rest Room
- Restaurant (110 seating)

In addition, we plan to develop Backwater Outpost (BWO) an Eco-friendly RV/ camper and rustic campground. With a total of

- 48 Pull-Thru RV/ Camper sites with a 20’W x 50’D paver parking pad and 150-200 sq ft patio located on spacious 80’W x 60’D sites.
- 15 Back-in RV/ Camper sites with a 20’W x 50’D paver parking pad and 150-200 sq ft patio located on spacious 50’W x 60’D sites.
- All with full hook-ups
- 12 Platform cabins – Custom designed Eco-Friendly Treehouse Tiny-Homes from 450 sq ft to 750 sq ft located on spacious 60’W x 60’ D sites
- 13 Rustic camp sites located on 40’W x 40’D sites
- 2 Pavilions 800 sq ft
- 1 Cookhouse Pavilion 1500 sq ft
- Playground/ Fitness Area 21,780 sq ft
- 4 Full bathhouse/ restroom and laundry 36’D x 102’W
- Bait shop 1,000 sq ft

With walking trails and access to Ebenezer creek BWO will have classes and learning programs to help our clients learn new skills or improve their existing skills. Our mission has been to promote Effingham Counties and its rich history working with our Historical Effingham, Salzburger society and Visit Ebenezer as well as the natural wonders of Ebenezer Creek working with the Rivers Alive and Savannah
River Keepers for cleanups and water quality, and the Georgia Conservancy, City of Springfield and Effingham County for preservation and recreational opportunities.

Our facility will provide accommodations for tourist to stay and explore our area and patronize our local businesses. The camping industry has seen impressive consistent growth of 120% from 2014 to 2020. Timing is everything, and with the health benefits of outdoor activities being promoted by our government and health care providers.

As the COVID took over many lives in 2020, 10 million new campers joined the ranks of over 86 million camping households in the US. Below are some impressive facts:

- Over 55% prefer private campgrounds.
- Over 60% of people will travel 100-150 miles to camp
- Over 70% choose a campground for atmosphere.
- Over 69% choose for attractions/ activities in the area.
- Over 60% travel for fishing.
- Over 40% for tours and sightseeing.
- Over 45% look for entertainment options. • Over 65% tent camp
- Over 40% RV camp.
- Over 30% and rising are looking for full-service cabins.
- Over 50% of campers are female.
- Over 55% are millennials (1981-1996); Over 30% are Gen-X (1965-1980); and over 15% are the Baby Boomers (1946-1964) and the Silent (1928-1945)
- The medium income is around $50K a year with over 40% making $100K and up.
- The typical camper will spend between $50 to $100 a day in the local community.

Area tourism is a year-round activity, although April, May and June are generally the busiest, it is spread evenly across the year. In early May 2020, the Wall Street Journal hailed RV vacations as “The safest way to travel” for a leisure trip, and Forbes also dubbed 2020 as “The year of RV travel”. In addition, March 2020 the US Travel Association reports that 68% of people feel safer traveling by personal vehicle over taking a domestic flight.

With the new normal coming into play people are looking to expand their outdoor activities or just traveling more and are looking into RV, campers and camping as a safer alternative to other forms of domestic travel and hotels, many sites health concerns as the top reason.

Activities for Effingham County are limited and with increased tourism increases business and opportunities for businesses to locate in this area.

Travel and tourism generated over $50 Billion in total economic impact for Georgia. With over $8 million for Savannah alone. Tourism drives the economy by creating jobs, new opportunities for businesses and tax revenue for the government to support the services the resident’s demand.
Backwater Outpost is a destination with a lot going on.

We are ECO friendly and provide a natural woodland environment.

We ask all guest to respect their surroundings, wildlife and be considerate of others.

**Caution: Wildlife is Wild, harassing, harming, or provoking wildlife and/or feeding of alligators is prohibited and will be cause for ejection. (With NO REFUN)**

Office hours are 7AM to 9PM Sunday thru Saturday unless otherwise posted. Staff are available on call for emergency 24/7. Access is gate controlled and monitored for safety.

Laundry is available 24/7

**RV and Camper Check-In: 1 PM  Check-Out: 12 PM**

**Cabin and Tree House Check-In: 3 PM  Check-Out: 11 AM**

**QUIET TIME: 9 PM TO 7 AM SUNDAY TO SATURDAY** (Unless special event with prior approval)

To be considerate of our community. No loud music, No abusive language! No domestic dispute being heard by other campers, disorderly conversations and or actions are not permitted anytime on the Outpost. These types of behavior will not be permitted or tolerated for any reason. You will be asked to leave.

Site and/or rental fees are due and payable prior to occupying your site. RV, Camper and tent sites include one family/unit of 4 persons per site. All others are considered visitors. (Maximum of 6 per site with a $10 fee each over 4 at check-in) Over 6 persons in a group and are required to rent additional sites.

You MUST check-in at office prior to going to your site. Visitors are allowed between the hours of 9 AM and 9 PM but must check IN and OUT with the office. Persons spending the night are not considered visitors and are required to pay $10 to stay within your accommodations after check-in.

**Early check-in or Late check-out: Are subject to availability and must be cleared with the office in advance.** Late check out are depending on availability and time. Subject to TEN DOLLOR per hour fee or FULL DAY charge if not arranged in advance and subject to availability. We do have drop zones to park for FIVE DOLLORS per hour with a 4-hour Max limit. (Limited spots and subject to availability)

**Holiday weekends** are subject to a three-day minimum.

**Trashcans and recycling containers** are provided throughout the Outpost. Please help us to keep our area clean. Trash is picked up daily, we ask that it be placed in secure bags and placed in locations provided. Please do not leave garbage at your site, leave it as you found it. If you have other than just normal garbage, please contact the office to arrange for pickup. Anyone leaving trash unsecured, bottles and/or cans will be fined $35 cleanup fee.

**Campfires** are permitted in designated areas only with fire rings, firepits, or fireplaces, ONLY! Burn only wood, No trash! Violators will be subject to $35 cleanup fee.

**Firearms** are not needed and prohibited outside your domicile or vehicle. Be RESPONSIBLE.
Alcohol is not a problem until it is a problem, RESPECT! and Common Sense!

Bicycles – State law requires children under 16 must wear helmet. No riding after dark or on walking trails. Effingham County has several bike lanes for road bikes.

Golf Carts/ Side-by-side – Must be registered at office upon check-in; must have valid insurance and only driven by insured who is over the age of 18. Abuse of rules will result in removal from campground.

Swimming – Swimming isn’t allowed at the landing. Alligators and snakes are in the area.

Pets - Domestic pets are allowed with a two-pet limit per site and may not run loose or left tied up or unattended. Please scoop the Poop! Remember others walk around the park.

In general:

- No digging in the ground or roadways.
- No cutting, damaging or defacing living trees or plants.
- No washing of RV’s or vehicle.
- No fireworks.

Backwater Outpost LLC is privately owned natural campground and assumes no responsibility for property loss, damage or personal injury. The Outpost boundaries are marked and must be respected. Crossing on to private property can be subject to prosecutions. Respect others property and stay with-in our 69-acre facility.

By entering the Outpost constitutes permission for Backwater Outpost to photograph our visitors and use resulting pictures for any lawful purpose without compensation.

Basically, rules are for the ones without common scene or respect. Don’t be that person.

We provide a multitude of activities and educational opportunities. Please check out our activities list throughout the facility. Please let us know if we can assist with planning activities in our beautiful low country.
<table>
<thead>
<tr>
<th>Parcel ID</th>
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<tbody>
<tr>
<td>Class Code</td>
<td>Agricultural</td>
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<td>Taxing District</td>
<td>01-County</td>
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<tr>
<td>County</td>
<td></td>
</tr>
<tr>
<td>Acres</td>
<td>69.21</td>
</tr>
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</table>

(Note: Not to be used on legal documents)

<table>
<thead>
<tr>
<th>Owner</th>
<th>RAIMONDO MARIE</th>
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</thead>
<tbody>
<tr>
<td>Physical Address</td>
<td>16 CAVALIER DR</td>
</tr>
<tr>
<td></td>
<td>HAMILTON NJ 08619</td>
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<tr>
<td></td>
<td>545 WYLLY RD</td>
</tr>
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<td>Assessed Value</td>
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<table>
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<tbody>
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<td>Price</td>
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<td>5/27/2021</td>
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Date created: 11/7/2021
Last Data Updated: 11/9/2021 8:02:38 PM

Developed by Schneider Geospatial
545 Wylly Road
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 Backwater Expeditions, LLC as Agent for Marie Raimondo—(Map # 459 Parcel # 84) from AR-1 to PD Recreation zoning.

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

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

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

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

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

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

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

Yes ☒ No ☐ 8. Do other conditions affect the property so as to support a decision against the proposal?
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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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 Backwater Expeditions, LLC as Agent for Marie Raimondo—(Map # 459 Parcel # 84) from AR-1 to PD Recreation zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – May 16, 2022

BKS. 5/16/22.
It is with great dismay that I studied the proposal for a zoning change to 545 Wyly Road from AR-1 to PD-REC, i.e. an "Eco-Tourism." I refer to documents on pages 61 to 94 at https://www.effinghamcounty.org/AgendaCenter/ViewFile/Agenda/05162022-703

which show the proposal includes 63 RV pads, 12 cabins, 13 "primitive sites," 1 staff/security housing, 4 cabins, 1 private residence, miniature golf, store etc. etc....

The very term "ecotourism" in this context is a joke, as the proposed development destroys the very ecosystem it pretends to feature.

As a nearby resident and property owner on Ebenezer Creek, I have watched first hand the damage done by existing overuse of the creek.

1. Boat wakes cause erosion of the creek banks and unnatural disturbance of the plant and wildlife.
2. Hunters in boats take pot shots at the wild life on a regular basis. At low water the wildlife is particularly vulnerable.
3. Large groups of kayakers relieves themselves on the banks and again disrupt the wildlife.
4. As there is no landing on the Savannah River or the lower reaches of the creek, kayakers can only go a limited distance down the creek before returning, causing congestion. The current also becomes dangerous approaching the River junction.
5. Well intentioned clearing of vines and debris in the creek, primarily by Backwater Expeditions, alters the current and natural development of the ecosystem.
6. The lack of landing places on the Savannah River creates a bottleneck at Tommy Long Landing which would be greatly exacerbated by the proposed exponential increase in the number of boats this scheme proposes. Tommy Long Landing is already stressed.
7. At low water, the creek narrows, shoals and splits dramatically upstream of Tommy Long Landing where this proposal is sited. The proposal would necessarily include clearing and altering the stream.
8. This proposal would create constant noise and disruption on Ebenezer Creek destroying the primeval charm and ambiance of our precious ecosystem.

The above points are in addition to the obvious pollution such a development would cause, as well as alteration of the catchment basin of the creek.

The proposal sings the praises of it being a catalyst for even more tourism development in the area, i.e. even greater destruction of the environment.

I do not believe the market exists for this scheme. It could easily turn into a trailer park. The proposal itself says it would allow stays of 6 months, hardly a kayaker's weekend trip.

This is a truly dreadful proposal.

Anna Habersham Wright
259 Clayton's Bluff
Rincon, GA
Cell: 912 257 3902
Good Afternoon Mrs. Concannon –

On behalf of the applicant, please consider this email our request to continue the hearing on the 545 Wylly until the July 19th, 2022.

Prior to that date, are you and Mr. Larson available to discuss the application?

Thank you,

Josh

Joshua Yellin
Attorney

**WARNING:** Wire fraud and email hacking/phishing attacks are on the increase. ALL of our wire instructions will be sent via an encrypted email. We do not change wire instructions once sent. If you have an escrow or closing transaction with us and you receive a non-encrypted email containing wire transfer instructions, or an email changing wire instructions, even if it appears to come from our Firm, DO NOT RESPOND TO THE EMAIL. Also, do not wire funds to our office without first confirming the wire instructions by calling our office using a verified phone number from an independent source. Additionally, we require independent authentication of any email requests to make a change to an original wire instruction. You must confirm our wire instructions by calling our office, using a verified phone number from an independent source.

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Thank You.
Hunter, Maclean, Exley & Dunn, P.C.
Savannah Office Telephone: 912.236.0261
Saint Simons Office Telephone: 912.262.5996
Backwater Expedition RV Park
Commissioner’s Meeting
Speaking Notes

Good evening, my name is Pratt Summers and I live at 119 High Bluff Road.

First, let me start by saying that I do not have a personal grudge against Backwater Expedition or its developer Brian Cohen. I will have to admit, I am inspired by his commitment to follow his dream. And, from the product of his work that is before us today, it is obvious that he invested a considerable amount of time and resources into this development. I hope likewise that he will not take personal offence at what I say this evening, but I have to speak from my perspective.

I live at one of five residences that would have to transit the quarter mile easement through the proposed RV Park to access my existing home. My home was the product of my dreams as well. My wife Kim and I designed it and worked with the Kieffer brothers to build it ourselves. Like so many of us, our homes represent a considerable amount of our personal net worth and may have to be used at some point to fund our retirements, so we must guard its value. Four of the five houses that would have to transit the RV Park were built in the 2002/2003 timeframe. Ms. Yvonne Hallman had lived down the easement much longer. When she learned of this potential development, she sold her house and eleven acres to Ms. Diane Price who only learned about this development after closing. There is also another eleven acres adjacent to this property that has been put on the market since they received their first proposed rezoning notification from the County. These property owners are clearly anticipating a decrease in value and have sold out. I have too much invested in this community and my residence to walk away so quickly. According to Zillow, the five residences that would have to transit the RV Park total $2.3M in combined value. I can see these five families losing 35% of their property value or about $800,000. There are sixteen other contiguous properties with a combined value of $3.5M. If these families lost only 20% percent of their value, that would be another $700,000.

This is a residential community. The twenty surrounding properties (and the ones surrounding those) are all zoned AR 1, AR 2 or AR 3. I have tried to find the words to express my feelings about the incompatibility of this zoning request. I cannot express it any better than the words that make up the preamble to the County’s Mobile Home Zoning Ordinance (which includes RV Parks). It reads:
It is the intent of the Effingham County Board of Commissioners through the regulations of this article to provide separate areas for mobile home development. Separate areas are provided because mobile homes are constructed to different design standards than conventional dwelling units and the mixture of the two in close proximity has a destabilizing effect on both housing types. Separate areas for mobile home development also allow for greater density than is allowed in other residential districts.

This development will be an unnecessary nuisance for the five residences that have to transit the quarter mile through the RV Park. Our formerly private easement would intersect with the commercial RV Park’s roadway network in three locations. Our houses would be behind the façade of Backwater’s RV Park and Backwater has shown no plans to distinguish our residences as private. Backwater’s patrons would freely roam our driveways, properties and consider our private pools, ponds, and creek access as part of their amenities.

Beyond the issues related to zoning incompatibility, Backwater Expedition’s Zoning Application and Site Development Plan do not meet the State and County’s minimum requirements for Planned Development consideration. Here are just a few of the inadequacies:

1. GA DPH Regulations for Tourist Accommodations and the County’s Planned Development Regulations Section 5.7.12 require community wells or public water. No individual wells allowed. There is no public water available and no GA EPD approval for a community well in the permit application. More importantly, this property is under the coastal moratorium on community wells to protect the Floridian Aquifer. This development would require public water which is not available in the area. Backwater’s application seeks approval to sell water to 538 overnight guests, run a convenience store, restaurant, two commercial kitchens at their pavilions as well as supply its other amenities off of a two to three private well network with no other details. According to their Site Development Plan, two of these wells are within 75’ of their own sewage drain fields. The Planned Development Ordinance requires proof of water supply and Backwater cannot provide such approval.

2. Section 5.7.12 also states “Mobile homes (RV’s) may not share a septic system. If public sewer is not available then lots must meet health
department size regulations to accommodate individual septic systems.”
There is no public sewer available and no GA EPD approval for the handling
of sewage in Backwater’s application. Backwater has not provided spacing
for individual septic systems. They plan on trying to permit a custom
communal sewage system for 91 occupied spaces for which they have
provided no details other than showing nine drain fields on their site
development plan. They have admitted that they have not performed any
soils studies, so they do not even know if their drain field locations are
viable. They also have not located the private wells of the adjacent property
owners to determine if there is a conflict with their drain fields.

3. Section 3(f)20 of the Planned Development Ordinance calls for depiction of
fire lanes and fire hydrants on the Site Development Plan. Backwater sites
that it will install 1,000-gallon rainwater cisterns for firefighting, but they do
not identify how many, locate them on their plan, or provide plans for the
pressurization or delivery of the water. A development of this scale with
538 overnight guests warrants a dedicated fire safety plan that should be
reviewed by the Fire Marshall. There are no plans for providing firewater
within the tightly packed RV sites and there are only 20’ wide one-way dirt
roads from which the fire department could stage to fight a fire. Given that
Backwater encourages campfires within their development, this could be a
recipe for disaster for their customers and the adjoining properties.

4. Section 3(f)20 of the Planned Development Ordinance calls for location of
proposed drainage systems, including off-site areas of interconnection.
There is no Stormwater Pollution Prevention Plan, no secondary
containment structures, or any site drainage details whatsoever, to address
the stormwater drainage onto adjacent properties, into the wetlands and
eventually to the Ebenezer Creek. There are no provisions to address
containment of faulty or negligent sewage connections for the 63 RV sites.

5. Although not specifically called out in the Planned Development Ordinance,
there needs to be a traffic study performed prior to considering Backwater’s
application. Simply put, this is a commercial operation being disguised as
“Recreational” due to the theme of the commercial operation. There are 291
parking spaces in the front of the development and by my estimate, they will
have another 128 vehicles back in the RV Park area for a combined total of
419 vehicles. By comparison, there are 506 parking places in front of the
Kroger in Rincon and it has five paved access points with signalized
intersections. Backwater is proposing a single dirt road entry point and a 24’
and 20’ wide dirt road network within the property. The road network
should be paved with proper 60’ easements for the amount of commercial
traffic that it will receive with large diesel-driven pusher motor homes and fifth wheel campers.

6. The narrative of Backwater’s permit application describes access to the Ebenezer Creek and the Site Development Plan depicts a bait shop and boat storage yet there is no detail for creek access in the plan. Commercial creek access would require a USACE permit which is not addressed.

7. Finally, Section 3(E)3 of the Planned Development Ordinance, requires Backwater to provide The specifically contemplated form of ownership of the development...and detailed provisions for maintenance responsibility for all improvements including, but not limited to, parking areas, bikeways, pedestrian ways, storm drainage facilities, water and sewer systems, open spaces, private streets, etc. I am not finding these details in Backwater’s application. I am also not finding any depth to Backwater Expeditions LLC. The application states they have been in continuous operation since 2000, but the Georgia Corporate Registry shows they opened in 2005, let their registration lapse in 2008, dissolved in 2010 and then reopened in 2020. They do not own the property, and I presume they are going to purchase it contingent upon zoning approval and financing. I think this needs to be understood. The operating capital and maintenance on a commercial development of this scale is considerable. Backwater stated in their open house that they have no corporate affiliate like KOA. Where are the resources coming from to develop this property? The County will do a disservice to itself, the residents, the property owner, and perhaps a bank if it loans development money without performing the proper due diligence, if it approves this zoning request contingent on Backwater obtaining future approvals from the Ga EPD for water and sewage and they do not materialize.

I very much appreciate the opportunity to speak this evening and your patience to let me share my perspective. For reasons of zoning incompatibility, diminution of adjacent property values, and an incomplete zoning application, I strongly recommend that this zoning request be denied.

Respectfully,

T. Pratt Summers
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022

Item Description: Backwater Expeditions, LLC. As agent for Marie Raimondo, requests to rezone 69.103 acres from AR-1 to PD (Recreation) to allow for the development of an ecotourism site. Located at 545 Wylly Road. Map# 459 Parcel# 84

Summary Recommendation
Staff has reviewed the application, and makes no recommendation regarding the request to rezone 69.103 acres from AR-1 to PD (Recreation) to allow for the development of an ecotourism site.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- Pursuant to Section 5.15 PD – Planned Development District, the applicant may submit a concept plan for review and comment. The PD text and master plan are developed according to the ordinance, and with feedback from staff.
- Based on information from the DRAFT PD document, the proposed gross residential density is 1.4 units per acre (94 units on 69.103 acres). Residential units include 12 cabins; 13 primitive sites; 63 RV pads; 6 staff residences. Net density is 2.13 units per acre (94 units on 44.31 developed acres). Commercial development (~5 acres) includes a restaurant, general store, miniature golf, etc. (table 1-4). Open space (~20 acres) includes ponds, wetlands, and recreation areas.
- A 25’ - 50’ vegetative buffer is proposed around the perimeter of the development, except where the access and utility easement straddles the property line on the north east property boundary. Pursuant to sec. 3-4 Buffers, the 50% of the required buffer should be located on the project side of the easement.
- The proposed site is surrounded by low density residential development. According to the future land use map, the area is proposed for agricultural use.
- The development is in the Springfield service delivery area. If Springfield is unable to provide service, private water and septic systems will be required. Depending on system design, the proposed water source may be subject to EPD review and approval. During several meetings to discuss the project and the PD rezoning process, staff stated the requirement for well and septic system approval to be included in the PD rezoning application.
- The Department of Environmental Health is unable to provide septic system approval, as the volume of wastewater, the soil characteristics, and the amount of usable soil are all unknown. EPD is unable to provide pre-approval without a design to review.
- In the absence of water and sewer service availability and/or approval, staff are unable to make a recommendation.
- At the May 16 Planning Board meeting, Brad Smith made a motion to deny the request to rezone 69.103 acres from AR-1 to PD (Recreation).
- The motion was seconded by Peter Higgins, and carried unanimously.
- On June 3, the applicant requested to be moved to the July 19 Board agenda.
- At the June 7 meeting, the Board of Commissioners approved the postponement to July 19.

Alternatives
1. Approve the request to rezone 69.103 acres from AR-1 to PD (Recreation).
2. Deny the request to rezone 69.103 acres from AR-1 to PD (Recreation).

Recommended Alternative: Other Alternatives: 1, 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. 459-84
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 459-84

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 BACKWATER EXPEDITIONS, LLC AS AGENT FOR MARIE RAIMONDO has filed an application to rezone sixty-nine and one hundred and three thousandth (69.103) +/- acres; from AR-1 to PD Recreation to allow for the development of an ecotourism site; map and parcel number 459-84, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on June 7, 2022 and notice of said hearing having been published in the Effingham County Herald on May 4, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on April 27, 2022; and

IT IS HEREBY ORDAINED THAT sixty-nine and one hundred and three thousandth (69.103) +/- acres; map and parcel number 459-84, located in the 4th commissioner district is rezoned from AR-1 to PD Recreation.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY CORBITT, CHAIRMAN

ATTEST:
STEPHANIE JOHNSON
COUNTY CLERK

FIRST/SECOND READING: _______________
Staff Report

Subject: Final Plat Approval (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022
Item Description: Toss Allen, for Pine Hill Group, LLC, requests approval of the final plat and infrastructure agreement for Rain Dance, ph 3.

Summary Recommendation:
Staff have reviewed the final plat, and inspected the roads and stormwater infrastructure identified in the warranty deed, and recommend approval.

Executive Summary/Background:
- Pine Hill Group, LLC’s contractors have built roads and stormwater infrastructure for phase 3. In order to sell the 72 lots of phase 3 for home construction, the final plat must be approved, and the roads and stormwater infrastructure accepted by the Board of Commissioners.
- Water and sewer is provided by the City of Springfield. An infrastructure agreement that confirms City of Springfield ownership of the water and sewer infrastructure that is located in the right of way is included in this final plat approval.
- EOM inspected the right of way and stormwater infrastructure of phase 3, and recommend approval.
- Development Services staff reviewed the final plat and checklist. All documents are in order, and consistent with zoning, plans, and plats approved previously.
- The County Engineer reviewed the bond recommendation, and approved the bond for $43,313.90, which is 10% of the total cost of drainage, concrete work, and paving in phase 3. The applicant has submitted an infrastructure bond to the City of Springfield.
- The County Attorney reviewed and approved the warranty deed, infrastructure agreement, and utility easement agreement. The utility easement agreement is between the developer and the city, and is referenced in the Warranty Deed.

Alternatives for Commission to Consider
1 - Approve the final plat and infrastructure agreement for Rain Dance ph 3, and accept the roads and stormwater infrastructure identified in the warranty deed.
2 – Take no action

Recommended Alternative: Alternative 1    Other Alternatives: N/A
Department Review: Development Services; EOM; County Attorney
Funding Source: No new funding requested.

Attachments:
1. Final Plat for Rain Dance, Ph 3
2. Final Plat Submittal Form & Checklist
3. Warranty Deed
4. Bond
5. Infrastructure Agreement
STATE OF GEORGIA  
COUNTY OF EFFINGHAM  

THIS INDENTURE made this ___ day of ___, 2022, by and between PINE HILL GROUP, LLC, a Georgia limited liability company, as Party or Parties of the First Part, hereinafter referred to as Grantor, and the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, as Party or Parties of the Second Part, hereinafter referred to as Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

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

All those certain roads and storm drainage, situate, lying and being in the 9th G.M.District, Effingham County, Georgia, consisting of the entire right-of-way of Lillian Street and Franklin's Walk located within Rain Dance Subdivision, Phase THREE, as more particularly described on that certain subdivision plat entitled "Plat of Lots 82-153, Phase Three, Rain Dance Subdivision" prepared by Atlas Surveying, Inc., William H. Gray, Jr., GA P.L.S. No. LS003235, dated June 28, 2022, recorded in Plat Cabinet ___, Slide ___, in the office of the Clerk of Superior Court of Effingham County, Georgia. It is the intention of the Grantor to convey to the Grantee all of its interest in the aforesaid streets or rights of way for public access.

Subject to that certain Utility Easement Agreement dated ___ day of ___, 2022, by and between Grantor and the City of Springfield, Georgia, recorded in Deed Book ___, Page ____ in the Office of Superior Court of Effingham County, Georgia.

Grantor further conveys all right, title and interest in and to the drainage improvements, within said right-of-way and public easement, all located within Rain Dance Subdivision, Phase Three, as shown on the above-referenced plat which are incorporated herein for descriptive and all other purposes. However, this Warranty Deed excludes all water and sewer systems and lines lying within the said right-of-way and public easement all located within Rain Dance Subdivision, Phase Three, as shown on the aforesaid plats which is incorporated herein for descriptive and all other purposes.
A non-exclusive perpetual easement to install, maintain, repair and replace any improvements for water systems and sewer systems located within the rights of way of these roads is hereby acknowledged to exist with the owner or owners of those systems. The Board of Commissioners of Effingham County, Georgia shall have no obligation to install, maintain, repair or replace any of the water and sewer systems.

Together with a perpetual, non-exclusive, appurtenant, commercial, transmissible general utility easement for the installation, construction, maintenance, operation, repair, and replacement of permanent above ground or underground utilities and for the inspection of the storm water management facilities, over, through and across and in those areas designated as utility easements and drainage easements, including the right to ingress and egress over the easements, all located within Rain Dance Subdivision, Phase Three, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

Further, this Warranty Deed does not include the conveyance of any detention ponds, sidewalks or common areas.

TO HAVE AND TO HOLD said road and easements, 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 abovedescribed property unto the said Grantee against the claims of all persons whomsoever.

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

**PINE HILL GROUP, LLC, a Georgia limited liability company**

\[Signature\] (SEAL)

BY: MATTHEW J. BYRD, MANAGER

Signed, sealed and delivered in the presence of:

\[Witness\]

\[Notary Public\]
ACCEPTED AND AGREED TO THIS ___ DAY OF ________, 2022.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

BY: ________________________________
Wesley Corbitt, Chairman

ATTEST: ________________________________
Stephanie Johnson, Effingham County Clerk

Signed, sealed and delivered in the presence of:

______________________________
Witness

______________________________
Notary Public
EFFINGHAM COUNTY
FINAL PLAT SUBMITTAL FORM

OFFICIAL USE ONLY
Date Received: ____________________ Project Number: ____________________
Date Reviewed: ____________________ Reviewed by: ____________________

Name of Subdivision: Rain Dance Phase 3
Name of Applicant/Agent: Toss Allen Phone: (912) 667-2667
Company Name: Allen Engineering Services
Address: P.O. Box 1749 Rincon, GA 31326

Owner of Record: Pine Hill Group, LLC Phone: (912) 348-4525
Address: 122 Canal Street, Suite 108 • Pooler, GA 31322

Engineer: Allen Engineering Services Phone: (912) 667-2667
Address: P.O. Box 1749 • Rincon, GA 31326

Surveyor: Atlas Surveying, Inc. Phone: (843) 645-9277
Address: 49 Brown’s Cove Road, Suite #5 • Ridgeland, SC 29936

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

Total acreage subdivided: 52.74 Zoning: R-6 Number of Lots: 72

Date of sketch plan approval: 09/17/2019 Date of preliminary plan approval: 12/31/2019

Map#/Parcel# to be subdivided: 445-26 List all contiguous holdings in the same ownership:

Map#/Parcel#

Water supply: City of Springfield
Sewer supply: City of Springfield

Have any changes been made since this Subdivision was last before the County Commission? No
If so, please describe:

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

This ______ day of _______ 2022.

Applicant
Owner

Page 1 of 3 10/01/2020
The following checklist is designed to inform applicants as to what is required in preparing final plats for review by Effingham County. The Final Plat must be drawn in ink by a Georgia Registered Land Surveyor on Mylar, and four (4) paper copies must be included. The Final Plat must have all necessary signatures before consideration by the Board of Commissioners. After the Final Plat is approved, the County Clerk will record the Final Plat with Clerk of Superior Court of Effingham County.

**Project Information:**

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

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

This 9th day of June, 2022.

__________________________
Applicant

__________________________
Owner

Notary
MAINTENANCE BOND

BOND NO. NFB7315188

KNOW ALL MEN BY THESE PRESENTS:

THAT we, __________ Pine Hill Group, LLC ____________________________, as Principal,
and _______________ Old Republic Surety Company ____________________________, a corporation organized and doing
business and under and by virtue of the laws of the State of ____________ Wisconsin ____________ and duly
licensed to conduct surety business in the State of ________________ Georgia ____________,
as Surety, are held and firmly bound unto ____________ Effingham County

as Obligee, in the sum of ____________ Forty-three Thousand Three Hundred Thirteen and 90/100
__________________________ ($ 43,313.90 _______) Dollars,
for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors,
jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee to:

Road and Storm Infrastructure, Raindance Subdivision Phase 3

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements
as described therein for a period of ___________ one (1) ______ year(s) following final acceptance of said improvements.

NOW, THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may
sustain by reason of any defective materials or workmanship which become apparent during the period
of ___________ one (1) ______ year(s) from and after acceptance of the said improvements by Obligee, then this obligation
shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereeto affixed and the corporate seal
and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this
__________ 24th ________ day of ___________ June ____________, 2022 ____________ Year

__________________________
Pine Hill Group, LLC

Principal

__________________________
Old Republic Surety Company

BY: _________________________
Aimee R. Horvath

Attorney-in-Fact
KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: NEVIN BEYER, BETH A. SEIBERT, AIMEE R. HORVATH, MICHELLE L. RICHARDS of HARRISBURG, PA to

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company, to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(1) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(2) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(3) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 3rd day of August 2021.

OLD REPUBLIC SURETY COMPANY

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 3rd day of August 2021, personally came before me, Alan Pavlic, President of the OLD REPUBLIC SURETY COMPANY, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Brookfield, WI this 24th day of June 2022.

[Seal]

[Signature]

Assistant Secretary

KEYSTONE BONDING & SURETY AGY
STATE OF GEORGIA  
COUNTY OF EFFINGHAM

INFRASTRUCTURE AGREEMENT

This Infrastructure Agreement (hereinafter referred to as the "Agreement") is made and entered into this ___ day of ____________, 2022 by and between THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, a political subdivision of the State of Georgia, having its principal place of business at 601 N. Laurel Street, Springfield, GA 31829 (hereinafter, the "County") and THE CITY OF SPRINGFIELD, GEORGIA, a Georgia municipal corporation, having its principal place of business at 130 S. LaurelStreet, Springfield, GA 31329 (hereinafter, the "City").

WITNESSETH:

WHEREAS, Pine Hill Group, LLC is the fee owner of certain land located off of Ebenezer Road, Effingham County, Georgia, designated as 52.736 acres, more or less, as shown more particularly described by a metes and bounds description on that certain map or plan made by William H. Gray, Jr. GA P.L.S. No. LS003235, dated November 8, 2018, recorded in PlatBook 28, Page 422 in the records of the Clerk of the Superior Court of Effingham County, Georgia, attached here to as Exhibit A to Exhibit 1 and made a part hereof by this reference (hereinafter referred to as the "Rain Dance Subdivision"); and

WHEREAS, Grantor and Grantee desire to enter into this Agreement granting Grantee the right to use and exercise all rights in and to the utility easements as shown on that certain map or plat entitled "______________" prepared by Atlas Surveying, Inc., William H. Gray, Jr., GA P.L.S. No. LS003235, dated ____________________ , recorded in Plat Cabinet ____, Slide ____, in the office of the Clerk of Superior Court of Effingham County, Georgia made a part hereof by this reference (hereinafter referred to as "Easement Premises"); and

WHEREAS, the County has accepted ownership of the roads and rights of way shown on Exhibit 1; and

WHEREAS, portions of the City's infrastructure necessary for the provision of water and sewer services to the Rain Dance Subdivision (the "Facilities") are or will be located within the County-owned right-of-way; and
WHEREAS, absent agreement to the contrary, facilities located within a county-owned right-of-way can become the property of that county; and

WHEREAS, the County does not want to own or maintain the Facilities;

WHEREAS, the City's continued ownership of all personal property within the Easement Premises (including, without limitation, the Facilities and all infrastructure necessary for the provision of utility services) is paramount to the City's provision of utility services to the Rain Dance Subdivision; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, the County and the City hereby agree as follows:

1. Ownership of the Facilities and all Infrastructure within the Easement Premises. The City shall now and forever more be the sole owner of the Facilities and all personal property within the Easement Premises, whether that personal property is currently within the Easement Premises or may be placed there in the future.

IN WITNESS WHEREOF, the undersigned parties have executed, or caused this Infrastructure Agreement to be executed by their duly authorized representatives, under the seal as of the day and year above written.

[signatures on following page]
THE CITY OF SPRINGFIELD

By:
Barton A. Alderman
Mayor, City of Springfield

THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, a political subdivision of the State of Georgia

By: __________________________
Its: __________________________

PINE HILL GROUP, LLC

By: __________________________
Matthew J. Byrd
Managing Member, Pine Hill Group, LLC

This Agreement is approved as to form:

By: __________________________
Benjamin M. Perkins
City Attorney, City of Springfield

By: __________________________
Lee Newberry
Attorney for Effingham County, Georgia
EXHIBIT 1

UTILITY EASEMENT AGREEMENT BETWEEN THE CITY OF
SPRINGFIELD, GEORGIA AND PINE HILL GROUP, LLC
STATE OF GEORGIA
COUNTY OF EFFINGHAM

UTILITY EASEMENT AGREEMENT

This Easement Agreement (hereinafter referred to as the “Agreement”) is made and entered into this ___ day of ______, 2020 by and between PINE HILL GROUP, LLC, a Georgia limited liability company, having its principal place of business at 122 Canal Street, Unit 108, Pooler, GA 31322 (hereinafter, the “Grantor”) and THE CITY OF SPRINGFIELD, GEORGIA, a Georgia municipal corporation, having its principal place of business at 130 S. Laurel Street, Springfield, GA 31329 (hereinafter, the “Grantee”).

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain land located off of Ebenezer Road, Effingham County, Georgia, designated as 52.736 acres, more or less, as shown on that certain map or plan made by William H. Gray, Jr. GA. P.L.S. No. LS003235, dated November 8, 2018, recorded in Plat Book 28, Page 422 in the records of the Clerk of the Superior Court of Effingham County, Georgia, attached here to as Exhibit A and made a part hereof by this reference (hereinafter referred to as the “Grantor’s Property”); and

WHEREAS, Grantor and Grantee desire to enter into this Agreement granting Grantee the right to use and exercise all rights in and to the utility easements as shown on that certain map or plat entitled “________________________” prepared by _______________________________ and recorded in Plat Cabinet ______. Page _______ in the records of the Clerk of Superior Court of Effingham County, attached hereto as Exhibit B and made a part hereof by this reference (hereinafter referred to as “Easement Premises”); and
NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, Grantor hereby grants to Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 2 below in, under, through, over, across, and upon the Grantor’s Land, as follows:

1. **Recitals.** The above preamble and recitals are hereby incorporated as if restated verbatim.

2. **Utility Easement.**

   a. **Grant of the Easement.** Grantor does hereby grant, bargain, sell and convey unto Grantee, its lessees, licensees, successors, and assigns, and creates and establishes for the benefit of Grantee and its lessees, licensees, successors and assigns, a perpetual, appurtenant, non-exclusive utility easement (the “Easement”). Said Easement is shown on that certain map or plat entitled ________ prepared by ________ and recorded in Plat Cabinet ________, Page ________ in the records of the Clerk of Superior Court of Effingham County, attached hereto as Exhibit B and incorporated herein by reference, to have and to hold, unto Grantee, its lessees, licensees, successors and assigns, forever.

   b. **Nature and Purpose.** The Easement is for the purpose of providing water and sewer services and/or other utilities across the Grantor’s Property and shall now and forever encumber and run with the Grantor’s Property. The Easement is for the use and benefit of Grantee and its lessees, licensees, successors, and assigns, as well as their contractors, employees, agents, vendors, guests, licensees and invitees.

   c. **Rights and Privileges Conferred by Easement.**

      i. Grantee shall have the right of ingress and egress to the easement, to construct, reconstruct, relocate, extend, repair, replace, maintain, operate, and inspect to the extent Grantee considers desirable, lines, pipes, and any other necessary or desirable appurtenances to and/or for a utility system and/or utility facilities necessary for the provision of water and sewer services to the Rain Dance Subdivision (collectively, the “Facilities”). The Facilities shall not include any storm water drainage system installed by Effingham County.
Grantee shall also have the right to take any other action it considers necessary for the proper maintenance and operation of the Facilities.

ii. Grantee shall have the right to abandon or remove the Facilities at its pleasure, to maintain or improve the Facilities by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across the Easement Premises and the roadways abutting or running through the Easement Premises, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Premises, and utilize the Facilities within the Easement Premises for the purpose of providing water and sewer services and/or other utilities.

iii. Grantee shall have the right, but not the obligation, to clear and keep cleared, by physical, chemical, or other means, the Easement Premises of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots, and vegetation adjacent to the Easement Premises that interfere with Grantee’s use of the Easement Premises. The clearing area adjacent to the Easement shall be equal to the full width of the easement at each point in the Easement. For example, where the Easement is 20 feet wide, the clearing area shall be 20 feet on each side of the Easement, measured from the edge of the Easement facing that side of the clearing area. Where the Easement is 15 feet wide, the clearing area shall be 15 feet on each side of the Easement, measured from each edge of the Easement facing that side of the clearing area.

iv. Grantee shall have the right, but not the obligation, to cut, remove and dispose of dead, diseased, weak or leaning trees (hereinafter referred to as “danger trees”) on lands of the Grantor adjacent to the Easement Premises but outside the clearing area which in Grantee’s sole opinion may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities, provided that on future cutting of such danger trees, timber so cut shall remain the property of the Grantor. Grantor shall notify Grantee of any party with whom Grantor contracts and who owns as a result thereof any danger trees to be cut as set forth above.
v. Grantee shall have the right to excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Agreement; provided, however, that the Grantee will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation.

vi. Grantee shall have the right to pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

vii. Grantee shall have the right to install, maintain and use accessory utility structures (by way of non-exhaustive example: manholes and vents) on the lands of the Grantor adjacent to the Easement Premises as such accessory utility structures are necessary to operate, maintain, or upgrade the water and/or sewer systems or other utility systems to be installed within the Easement Premises.

viii. Grantee shall have the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the surface of the Easement Premises.

d. Terms, Conditions and Restrictions.

i. Maintenance. Grantee shall maintain the Easement Premises as shown on that certain map or plat entitled “Utility Easement Plat” prepared by Thomas W. Hurley, RLS No. 2468 and recorded in Plat Cabinet ______, Slide ________ in the records of the Clerk of Superior Court of Effingham County, as it deems necessary and in its sole discretion.

ii. Grantee shall have no obligation to pay for any insurance or taxes, assessments or other charges or fees applicable or chargeable to the Easement Premises or owners thereof.
iii. Grantor covenants and agrees that it shall not plant within or allow to grow into the Easement Premises any trees, bushes or other planted material that would interfere with Grantee's use of the Easement Premises, and that they shall not construct any buildings, walls, fences, or other improvements within, or over or upon the Easement Premises.

iv. Grantor hereby warrants title to the Easement herein granted and conveyed to Grantee. Grantor warrants that the easement is free and clear of all liens and encumbrances. Grantor agrees to protect and defend the title from and against all persons whomsoever. Grantor agrees and hereby does, to the extent permitted by law, indemnify and hold harmless Grantee from any costs, expenses, damages, claims or demands incurred or asserted against Grantee as a result of or arising out of Grantor's warranties or covenants set forth herein.

v. It is agreed that if the City accepts dedication of the Facilities, such Facilities shall forever remain the property of the Grantee, its successors, and assigns. Grantor's dedication to Effingham County of the roads and rights-of-way shown in Exhibit B shall not affect Grantee's sole ownership of the Facilities within the Easement Premises.

vi. Grantor reserves the right to cross and recross the Easement Premises provided that such use of said ground shall not interfere with, obstruct, or endanger any rights granted herein and shall not disturb the grade of said ground as it now exists.

e. Miscellaneous.

i. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

ii. Severability: In the event any provision hereof is held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

iii. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject
matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect.

iv. **Amendment.** This Agreement may not be modified, amended, or terminated except by written modification executed by all parties hereto.

v. **Interpretation.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.

vi. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall comprise but a single instrument. No consent or waiver, expressed or implied, by a party to any breach or default by any other party in the performance by such other party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default in the performance by such other party of any other obligations of such party of this Agreement. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of the rights thereof under this Agreement.

vii. **Governing Law and Forum Selection.** THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN THE SUPERIOR COURT OF EFFINGHAM COUNTY UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF
FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS ARTICLE.

viii. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

ix. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose 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.

THE CITY OF SPRINGFIELD

By: ____________________________
    Barton A. Alderman
    Mayor, City of Springfield

PINE HILL GROUP, LLC

By: ____________________________
    Matthew J. Byrd
    Managing Member, Pine Hill Group, LLC.

Signed, sealed and delivered this ___ day of __________, 20__,
in the presence of:

WITNESS

Page 7 of 11
This Agreement is approved as to form:

By: __________________________________________
    Benjamin M. Perkins
    City Attorney, City of Springfield
EXHIBIT A

PLAT OF GRANTOR'S PROPERTY
EXHIBIT B
PLAT
CONSENT TO CITY OF SPRINGFIELD – PINE HILL GROUP, LLC
EASEMENT AGREEMENT BY:

GEORGIA POWER

By: ____________________

Its: ____________________

Signed, sealed and delivered this ___ day of __________, 20__, in
the presence of:

________________________
WITNESS

________________________
NOTARY PUBLIC
Staff Report

Subject: Final Plat Approval (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022
Item Description: Wilson Burns, of BGN Investments, requests final plat approval of phase 2 of The Woodlands, which consists of 40 lots. Map # 397 Parcel # 50

Summary Recommendation:
Staff have reviewed the final plat, and inspected the roads, water, sewer, and stormwater infrastructure identified in the warranty deed, and recommend approval.

Executive Summary/Background:
- BGN contractors have built roads, water, sewer, and stormwater infrastructure for phase 2. In order to sell the 40 lots of phase 2 for home construction, the final plat must be approved, and the roads, water, sewer and stormwater infrastructure accepted by the Board of Commissioners.
- Sidewalks are specifically excluded from the property conveyed in the deed.
- EOM inspected the right of way and all public utilities located within the right of way of phase 2, and recommend approval.
- Staff reviewed the final plat and checklist. All documents are in order, and consistent with zoning, plans, and plats approved previously.
- The County Engineer reviewed the bond recommendation, and approved the bond for $43,763.65 which is 10% of the total cost of reuse, water, sewer, and storm drainage infrastructure and paving in phase 2.
- The County Attorney reviewed and approved the warranty deed.

Alternatives for Commission to Consider
1 - Approve the final plat for The Woodlands, ph 2, and accept the roads, water, sewer, and stormwater infrastructure identified in the warranty deed.
2 – Take no action

Recommended Alternative: Alternative 1 Other Alternatives: N/A

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

Attachments:
1. Final Plat for The Woodlands, ph 2
2. Final Plat Submittal Form & Checklist
3. Bond
4. Warranty Deed
STATE OF GEORGIA

)  

COUNTY OF EFFINGHAM

) 

WARRANTY DEED

THIS INDENTURE made this ___ day of __________, 2022, by and between BGN INVESTMENTS, LLC, a limited liability company organized and existing in the State of Georgia, as Party of the First Part, hereinafter referred to as Grantor, and the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, as Party of the Second Part, hereinafter referred to as Grantee (the words “Grantor” and “Grantee” to include their respective, successors and assigns where the context requires or permits).

WITNESSETH:

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

All those certain roads situate, lying and being in the 9th G.M. District of Effingham County, Georgia, and being shown and designated as the streets and rights of way known as Sam’s Drive on that certain plat entitled “Survey of Lots 41-80 of the Woodlands Subdivision Phase II, Located in the 9th G.M. District of Effingham County, Georgia”, prepared by William Mark Glisson, R.L.S. #3316, dated July 30, 2021 recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book _____, Page _____, said plat is incorporated herein by specific reference for a more particular description of the property herein conveyed. It is the intention of the Grantor to convey to the Grantee all of its interest in the aforesaid street or right of way for public access.

TOGETHER WITH the water and sanitary sewer systems and drainage improvements located within said rights-of-way and public easements, all located within Woodlands Subdivision, as shown on the aforementioned plat which is incorporated herein for
descriptive and all other purposes but specifically excluding any sewer laterals, detention ponds, sidewalks, common areas, and any portion of the water system from the water meter to any residence.

TOGETHER WITH a perpetual, non-exclusive, appurtenant, commercial, transmissible general utility easement for the installation, construction, maintenance, operation, repair and replacement of permanent above ground or underground utilities over, through and across and in those areas designated as utility easements, and drainage easements, including the right to ingress and egress over the easements, all located within Woodlands Subdivision, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

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

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

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

BGN INVESTMENTS, LLC a Georgia Corporation

By: __________________________ (Seal)

Attest: _________________________ (Seal)

Signed this 17 day of June, 2022 in the presence of:

[Signature]
Witness

[Signature]
Notary Public

(Affix Notary Seal)
ACCEPTED AND AGREED TO THIS ____ DAY OF _________, 2022.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: ___________________________ (Seal)
    Wesley Corbitt
    Chairman

ATTEST: _________________________ (Seal)
        Stephanie Johnson
        Effingham County Clerk

Signed this ____ day of _________, 2022
in the presence of:

_______________________________
Witness

_______________________________
Notary Public

(Affix Notary Seal)
EFFINGHAM COUNTY
FINAL PLAT SUBMITTAL FORM

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

Name of Subdivision: Woodland Subdivision (Phase II)
Name of Applicant/Agent: Wilson Burns Phone: 912-282-7052
Company Name: BGN Investments
Address: P.O. Box #1638
Owner of Record*: BGN Investments Phone: 912-282-7052
Address: P.O. Box #1638
Engineer*: Cad Zifferer Phone: 912-547-5894
Address:
Surveyor*: @ William Thack Chisson Phone: 912-282-7052
Address: 377 Tickle Rd Clarkston GA 30017

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

Total acreage subdivided: 10.735 Zoning: R-6 Number of Lots: 40
Date of sketch plan approval: Date of preliminary plan approval:
Map#/Parcel# to be subdivided: List all contiguous holdings in the same ownership:
Map#/Parcel#: 03970050
Water supply: County
Sewer supply: County
Have any changes been made since this Subdivision was last before the County Commission? NONE
If so, please describe:

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

This 17th day of June, 2022

Applicant

Owner

Page 1 of 3
The following checklist is designed to inform applicants as to what is required in preparing final plats for review by Effingham County. The Final Plat must be drawn in ink by a Georgia Registered Land Surveyor on Mylar, and four (4) paper copies must be included. The Final Plat must have all necessary signatures before consideration by the Board of Commissioners. After the Final Plat is approved, the County Clerk will record the Final Plat with Clerk of Superior Court of Effingham County.

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<td>Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements.</td>
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The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This **17th** day of **June**, **2022**  

Applicant: [Signature]  

Owner: [Signature]

Notary: [Signature]
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

Letter of Credit #6352

Re: BGN Investments; Woodlands - Phase II Subdivision

We hereby establish our Irrevocable Letter of Credit #6352 in the aggregate amount of $43,763.65. This Letter of Credit is issued to assure the maintenance of required improvements and installations after the approval of a final plat.

Available upon presentation of your written request or drafts drawn on us payable at sight for any sum of money not to exceed $43,763.65 when accompanied by the following documents:

  Original of the Irrevocable Letter of Credit; and

  A letter signed by an Official of Effingham County stating that all required improvements and installations have not been maintained.

  All drafts hereunder must bear the legend “Drawn under Letter of Credit #6352, dated July 20, 2022”.

This Letter of Credit shall be for a term of 12 months commencing on July 20, 2022 and shall be automatically renewed unless provided with written notification from the bank no less than 60 days prior to the end of the current term of the Letter of Credit.

Bank of Newington is subject to and will comply with all requirements of the Uniform Customs and Practice for Documentary Credit.

We hereby agree with you and all persons negotiating such drafts, that all drafts drawn and negotiated in compliance with the terms of this letter will be duly honored upon presentment and delivery of the documents specified above to our office:

Bank of Newington; 224 Walton St, Newington, GA 30446; Contact: H.E. Sheppard, Jr.  912-857-4466.

Further, we agree that all fees associated with this Letter of Credit shall not be the responsibility of Effingham County.

Sincerely,

H.E. Sheppard, Jr, Chairman
Staff Report

Subject: Final Plat Approval (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022
Item Description: John Charles Unlimited, LLC, requests approval of the final plat and infrastructure agreement for McCall Place. Map# 389 Parcel# 17

Summary Recommendation:
Staff have reviewed the final plat, and inspected the roads and stormwater infrastructure identified in the warranty deed, and recommend approval.

Executive Summary/Background:
- John Charles Unlimited contractors have built roads and stormwater infrastructure for McCall Place. In order to sell the 49 lots for home construction, the final plat must be approved, and the roads and stormwater infrastructure accepted by the Board of Commissioners.
- Water and sewer is provided by the City of Springfield. An infrastructure agreement that confirms City of Springfield ownership of the water and sewer infrastructure that is located in the right of way is included in this final plat approval.
- EOM inspected the right of way and stormwater infrastructure, and recommend approval.
- Development Services staff reviewed the final plat and checklist. All documents are in order, and consistent with zoning, plans, and plats approved previously.
- The County Engineer reviewed the bond recommendation, and approved the bond for $54,983.20, which is 10% of the total cost of drainage, concrete work, and paving, and 100% of the cost of proposed landscaping. The builder will plant the vegetative buffer before selling homes.
- The County Attorney reviewed and approved the warranty deed, infrastructure agreement, and utility easement agreement. The utility easement agreement is between the developer and the city, and is referenced in the Warranty Deed.

Alternatives for Commission to Consider
1 - Approve the final plat and infrastructure agreement for McCall Place, and accept the roads and stormwater infrastructure identified in the warranty deed.
2 – Take no action

Recommended Alternative: Alternative 1 Other Alternatives: N/A

Department Review: Development Services; EOM; County Attorney

Funding Source: No new funding requested.

Attachments:
1. Final Plat for McCall Place
2. Final Plat Submittal Form & Checklist
3. Warranty Deed
4. Bond
5. Infrastructure Agreement
STATE OF GEORGIA
COUNTY OF EFFINGHAM

WARRANTY DEED

THIS INDENTURE made this ____ day of _____, 2022, by and between JOHN CHARLES UNLIMITED, LLC, a Georgia limited liability company, as Party or Parties of the First Part, hereinafter referred to as Grantor, and the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, as Party or Parties of the Second Part, hereinafter referred to as Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

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

All those certain roads and storm drainage, situate, lying and being in the 11th G.M. District, Effingham County, Georgia, consisting of the entire right-of-way of Jennie Drive and Bradley Drive located within McCall PLACE SUBDIVISION (previously known as Jennie Station), as more particularly described on that certain subdivision plat entitled "McCALL PLACE SUBDIVISION previously known as Jennie Station" prepared by Kern & Co., LLC., Joseph A Hale, Jr., GA P.L.S. No. LS002886, dated May 27, 2022, recorded in Plat Cabinet __, Slide __, in the office of the Clerk of Superior Court of Effingham County, Georgia. It is the intention of the Grantor to convey to the Grantee all of its interest in the aforesaid streets or rights of way for public access.

Subject to that certain Utility Easement Agreement dated ____ day of ____________, 2022, by and between Grantor and the City of Springfield, Georgia, recorded in Deed Book __, Page ___ in the Office of Superior Court of Effingham County, Georgia.
Grantor further conveys all right, title and interest in and to the drainage improvements, within said right-of-way and public easement, all located within McCall Place Subdivision (previously known as Jennie Station), as shown on the above-referenced plat which are incorporated herein for descriptive and all other purposes. However, this Warranty Deed excludes all water and sewer systems and lines lying within the said right-of-way and public easement all located within McCall Place Subdivision (previously known as Jennie Station), as shown on the aforesaid described plats which is incorporated herein for descriptive and all other purposes.

A non-exclusive perpetual easement to install, maintain, repair and replace any improvements for water systems and sewer systems located within the rights of way of these roads is hereby acknowledged to exist with the owner or owners of those systems. The Board of Commissioners of Effingham County, Georgia shall have no obligation to install, maintain, repair or replace any of the water and sewer systems.

Together with a perpetual, non-exclusive, appurtenant, commercial, transmissible general utility easement for the installation, construction, maintenance, operation, repair, and replacement of permanent above ground or underground utilities and for the inspection of the storm water management facilities, over, through and across and in those areas designated as utility easements and drainage easements, including the right to ingress and egress over the easements, all located within McCall Place Subdivision (previously known as Jennie Station), as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

Further, this Warranty Deed does not include the conveyance of any detention ponds, sidewalks or common areas.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whatsoever.
IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal, on the day and year first above written.

JOHN CHARLES UNLIMITED, LLC,
a Georgia limited liability company

BY:  
John Brandon Long, Member

Signed, sealed and delivered in the presence of:

Witness

Notary Public
ACCEPTED AND AGREED TO THIS ___ DAY OF ________, 2022.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

BY: ______________________
   Wesley Corbitt, Chairman

ATTEST: _____________________
   Stephanie Johnson, Effingham County Clerk

Signed, sealed and delivered in the presence of:

______________________________
Witness

______________________________
Notary Public
BANK OF NEWINGTON

Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

Letter of Credit #6351

Item XI. 3.

We hereby establish our Irrevocable Letter of Credit #6351 in the aggregate amount of $54,983.20. This Letter of Credit is issued to assure the maintenance of required improvements and installations after the approval of a final plat.

Available upon presentation of your written request or drafts drawn on us payable at sight for any sum of money not to exceed $54,983.20 when accompanied by the following documents:

Original of the Irrevocable Letter of Credit; and

A letter signed by an Official of Effingham County stating that all required improvements and installations have not been maintained.

All drafts hereunder must bear the legend “Drawn under Letter of Credit #6351, dated June 29, 2022”.

This Letter of Credit shall be for a term of 12 months commencing on June 29, 2022 and shall be automatically renewed unless provided with written notification from the bank no less than 60 days prior to the end of the current term of the Letter of Credit.

This credit is subject, as far as applicable to “The Uniform Customs and Practice for Documentary Credit, 1993 Revision, The International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, the laws of the State of Georgia.

We hereby agree with you and all persons negotiating such drafts, that all drafts drawn and negotiated in compliance with the terms of this letter will be duly honored upon presentment and delivery of the documents specified above to our office:

Bank of Newington: 224 Walton St, Newington, GA 30446; Attn: H.E. (Tripp) Sheppard, III

Further, we agree that all fees associated with this Letter of Credit shall not be the responsibility of Effingham County.

Sincerely,

August Shearouse
Effingham Market President
Bank of Newington

August Shearouse
EFFINGHAM COUNTY
FINAL PLAT SUBMITTAL FORM

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

Name of Subdivision: XXXXXXXXXXXX
MCCALL PLACE (formerly known as Jennie Station)

Name of Applicant/Agent: Newton Wallace/ Kern & Co. Phone: 912-651-1283

Company Name: Kern & Co.
Address: 7 Mall Court, Savannah, Georgia 31406

Owner of Record*: John Charles Unlimited, LLC Phone: 912-655-6724
Address: 453 Stillwell Road, Springfield, Georgia 31329

Engineer*: Chad Zittrouer / Kern & Co. Phone: 912-354-8400
Address: 7 Mall Court, Savannah, Georgia 31406

Surveyor*: Joseph A. Hale, Jr. / Kern & Co. Phone: 912-354-8400
Address: 7 Mall Court, Savannah, Georgia 31406

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

Total acreage subdivided: 15.179 Zoning: R-6 Number of Lots: 49 lots & 4 Common Areas

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

Map#/Parcel# to be subdivided: 03890017 List all contiguous holdings in the same ownership:

Map#/Parcel: John Charles Unlimited, LLC

Water supply: City of Springfield

Sewer supply: City of Springfield

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

If so, please describe: ________________________________

______________________________
The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true
and complete to the best of its knowledge.
This 30 day of June, 20__

Applicant
Owner

8/16/2011
EFFINGHAM COUNTY
FINAL PLAT CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: ____________________________ Project Number: ____________________________

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

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

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8/16/2011
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The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This [30] day of June, 20[___].

[Signature]
Applicant

[Signature]
Owner

Notary

[Notary Seal]

8/16/2011
STATE OF GEORGIA  
COUNTY OF EFFINGHAM  

INFRASTRUCTURE AGREEMENT  

This Infrastructure Agreement (hereinafter referred to as the “Agreement”) is made and entered into this 4th day of June 2022 by and between THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, a political subdivision of the State of Georgia, having its principal place of business at 601 N. Laurel Street, Springfield, GA 31329 (hereinafter, the “County”), THE CITY OF SPRINGFIELD, GEORGIA, a Georgia municipal corporation, having its principal place of business at 130 S. Laurel Street, Springfield, GA 31329 (hereinafter, the “City”), and JOHN CHARLES UNLIMITED, LLC, a Georgia limited liability company, having its principal place of business at 453 Stillwell Rd, Springfield, GA 31329 (hereinafter, “John Charles Unlimited”).  

WITNESSETH:  

WHEREAS, John Charles Unlimited is the owner/lessor/developer of real property consisting of approximately [15.25] acres (County tax map 389, parcel 17B) located at [0 MCCALL ROAD], Effingham County, Georgia (hereinafter “McCall Place Subdivision”); and  

WHEREAS, John Charles Unlimited and the City have entered into a Utility Easement Agreement (attached hereto as “Exhibit 1”) granting the City the right to use and exercise all rights in and to the utility easement as shown on that certain map or plat entitled “McCall Place Subdivision” prepared by Kern & Co., LLC, Joseph A. Hale, Jr., GA. P.L.S. No. LS002886 and recorded in Plat Cabinet ___, Page _______ in the records of the Clerk of Superior Court of Effingham County, attached hereto as Exhibit 1 and made a part hereof by this reference (hereinafter referred to as “Easement Premises”); and  

WHEREAS, John Charles Unlimited and the City have entered into a Water and Sewer Service Agreement (attached hereto as “Exhibit 2”) in order for the City to provide the McCall Place Subdivision with potable water and sanitary sewer services; and  

WHEREAS, the McCall Place Subdivision is not located within the City’s corporate boundaries, but is located within the City’s water and sewer service delivery area; and  

WHEREAS, the McCall Place Subdivision is located within unincorporated Effingham County; and
WHEREAS, the County intends to accept dedication of the roads and rights-of-way shown on Exhibit 1; and

WHEREAS, portions of the utility infrastructure currently owned by John Charles Unlimited, which includes lines, pipes, and any other necessary or desirable appurtenances to and/or for a utility system and/or utility facilities necessary for the provision of water and sewer services to the McCall Place Subdivision (collectively, the “Facilities”) are or will be located within the County-owned right-of-way should the County accept dedication of the roads and rights-of-way shown on Exhibit 1; and

WHEREAS, portions of the Facilities are or will be located inside the County-owned rights-of-way; and

WHEREAS, absent agreement to the contrary, property located within a county-owned right-of-way can become the property of that county; and

WHEREAS, the County does not want to own or maintain the Facilities; and

WHEREAS, the City’s perpetual ownership of the Facilities is paramount to the City’s provision of utility services to the McCall Place Subdivision; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, the County, the City, and John Charles Unlimited hereby agree as follows:

1. Ownership of the Facilities. If the City accepts dedication of the Facilities and the County accepts dedication of the roads and rights-of-way shown on Exhibit B to Exhibit 1, the City shall forever be the sole owner of the Facilities located within the County-owned roads and rights-of-way, regardless of whether the Facilities are currently within the County-owned roads and rights-of-way, or placed there in the future.

IN WITNESS WHEREOF, the undersigned parties have executed, or caused this Infrastructure Agreement to be executed by their duly authorized representatives, under the seal as of the day and year above written.

(signatures on following page)
Item XI. 3.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By:  
Wesley Corbitt  
Chairman

Its:  
Stephanie Johnson  
Effingham County Clerk

ATTEST:  
Justin Cribbs  
Mayor, City of Springfield

ATTEST:  
Jennifer Y. Smith  
Clerk of Council, City of Springfield

THE CITY OF SPRINGFIELD

By:  
Barton A. Alderman  
Pro tem

JOHN CHARLES UNLIMITED, LLC

By:  
John Brandon Long  
Registered Agent  
John Charles Unlimited, LLC

Signed, sealed and delivered this 28th day of June, 2023 in the presence of:

Witness:  
Dee McAdoo

Notary Public

This Agreement is approved as to form:

By:  
Lee Newberry  
Effingham County Attorney

By:  
Benjamin M. Perkins
EXHIBIT 2

Water and Sewer Service Agreement between the City of Springfield, Georgia and John Charles Unlimited, LLC
State of Georgia

County of Effingham

WATER AND SEWER SERVICE AGREEMENT

This Water and Sewer Service Agreement (the “Agreement”) is made and entered into this 8th day of June, 2021, by and between John Charles Unlimited, LLC (hereinafter referred to as “Developer”), a Georgia limited liability company existing and organized under the laws of the State of Georgia having its principal place of business at 453 Stillwell Road, Springfield, Georgia, and the City of Springfield, Georgia (hereinafter referred to as the “the City”), a municipal corporation having a principal place of business at 130 S. Laurel Street, Springfield, Georgia 31329.

RECITALS:

WHEREAS, the Developer is the owner/lessor/developer of real property consisting of approximately 15.25 acres (County tax map 389, parcel 17B) located at 0 McCall Road, Effingham County, Georgia (hereinafter the “Property”); and

WHEREAS, the Property is not located within the City’s corporate boundaries, but is located within the City’s water and sewer service delivery area; and

WHEREAS, Developer plans to develop a residential subdivision on the PROPERTY consisting of approximately 49 residential or equivalent residential units, as shown on the attached drawing entitled “Jennie Station Subdivision”, prepared by Kern & Co., LLC and dated December 15, 2020; and
WHEREAS, the Developer desires that the City serve the Property with potable water and sanitary sewer services; and

WHEREAS, in order to serve the Property with potable water and sanitary sewer services, the City’s existing water and sanitary sewer systems will require certain additions, extensions, improvements, and/or modifications by the Developer (all additions, extensions, improvements, modifications and all related infrastructure and equipment contemplated herein are collectively referred to as the “Systems”, and all work related to the design, installation and construction of the Systems is collectively referred to as the “Project”); and

WHEREAS, Developer desires certain commitments from the City in regard to the Systems; and

WHEREAS, the City finds that the provision of potable water and sanitary sewer services to the Property is consistent with and in furtherance of the goals and purposes of the City, and is in the public interest;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein made, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

SECTION 1. Obligations and additional recitals of the Parties.  
The recitals listed above are hereby incorporated by reference.

1.1 General
Developer shall be responsible to ensure the Project and Systems conform to City standards, specifications, and regulations.

1.2 Project Engineer

Developer shall retain a competent professional engineer registered in the State of Georgia ("the Project Engineer") to prepare the engineering design for the Systems.

1.3 City’s Engineer

The City shall retain a competent professional engineer registered in the State of Georgia ("the City’s Engineer") to perform the reviews and inspections described in this Agreement. The City’s Engineer shall not be an employee, partner or co-worker of the Project Engineer, nor shall he or she hold a financial interest in the firm at which the Project Engineer is employed.

1.4 Costs

All design, construction, engineering, inspection, and testing costs, and all other costs of any kind incurred in connection with the design and construction of the Systems, and all costs incurred in complying with the provisions of this Agreement shall be borne by the Developer, including without limitation the cost of the work to be performed by the City’s Engineer.

1.5 Pre-construction Phase

Prior to commencement of construction of the Systems:

The City’s Engineer shall review the plat(s), plans, and any other documents reasonably deemed necessary by the City’s Engineer to confirm that the Systems as designed will meet the City’s specifications, regulations, and standards. The Project
Engineer shall cooperate with the City’s Engineer to include providing all documents reasonably requested by the City’s Engineer. Developer shall reimburse the City for the cost of the City’s Engineer’s review of the plat(s), plans and other documents in the amount specified in the City’s Fee Schedule. If construction of the Systems commences before the City’s Engineer has issued written confirmation that the Systems as designed will meet the City’s specifications, regulations, and standards, the City’s obligations under this Agreement shall terminate and Developer’s rights under this Agreement shall be forfeited.

1.6 Construction Phase

Developer shall be responsible to provide resident inspection by the Project Engineer during construction of the Systems.

If the location, design or installation of the Systems materially deviates from the items noted on the recordable plat(s) the Developer provided to the City prior to commencement of construction, the Developer shall immediately notify the City’s Engineer of the material deviation and shall submit a revised plat(s) to the City’s Engineer which reflects the material deviation. Construction of any material deviation shall not proceed until the City’s Engineer has issued written confirmation that design of the Systems as modified will meet the City’s specifications, regulations, and standards. Developer shall reimburse the City for the cost of the City’s Engineer’s review of the revised plat(s) described in this paragraph in the amount specified in the City’s Fee Schedule.
1.7 Upon completion of construction

After construction of the Systems is complete, Developer shall provide to the City a statement from the Project Engineer certifying that the materials and workmanship of the Systems constructed, including without limitation pipes, bedding, thrust blocks, valves, fire hydrants, manholes, lift station equipment and other related materials and work has been constructed in accordance with the plans that were approved by the City’s Engineer during the Pre-Construction Phase (or, if applicable, approved by the City’s Engineer during the Construction Phase). Upon request of the City or City’s Engineer, Final Project Approval shall be contingent upon the Project Engineer’s substantiation by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and any other tests reasonably required by the City or City’s Engineer if and when these are requested.

Further, after construction of the Systems is complete, Developer shall provide to the City recordable plat(s) in recordable form in a format agreeable to the City showing the location of all Systems within the public easements and/or rights-of-way owned or to be owned by the City. Developer shall provide separate recordable plats for each Phase. Should the Developer fail to provide the plat(s), the City shall not authorize a building permit or water meter to any property to be served by the Systems, nor will the City accept dedication of the Systems.
1.8  **Dedication for acceptance by the City.**

Upon:

(a) Developer’s completion of construction of the Systems and all related facilities;
(b) Developer’s payment of all fees related to the City’s Engineer’s review and inspections, as well as all other applicable fees;
(c) Developer’s provision of the bond/security referenced in Sec. 2 of this Agreement;
(d) Developer’s provision of “asbuilt” drawings per City specifications.
(e) if any portion of the Systems to be dedicated to the City are located in property or rights-of-way not owned by the City, Developer’s provision to the City of easements adequate to enable the City to operate and maintain the Systems in perpetuity;
(f) if any portion of the Systems are located in property or rights of way owned by a government entity other than the City, Developer’s provision to the City of written confirmation approved and executed by the governing body of that government entity that the City shall be the owner of the Systems if the City accepts dedication thereof;
(g) Developer’s submission to the City of a written request that it accept dedication of the Systems; and
(h) the Projects Engineer’s certification:

i).  that the Systems have been constructed in accordance with the plans(s) that were approved by the City’s Engineer during the Pre-Construction Phase (or, if applicable, during the Construction Phase);
ii). that the Systems are adequately designed, and conform to the City’s standards, specifications, and regulations;

iii). that all documents Developer or the Project Engineer were required to submit under this Agreement have been submitted; and

iv.) that the easements are adequate to enable the City to operate and maintain all portions of the Systems to be dedicated to the City,

the Mayor and Council shall, subject to approval of the City Staff and City’s Engineer, vote to enter into a Utility Systems Dedication Agreement with the Developer to accept title to, and assume responsibility for maintenance and operation of, those portions of the Systems that are located within public easements and rights-of-way. The City will only accept dedication of those portions of the Systems that are located within public easements and rights-of-way for which the City has an express, recorded right of access and maintenance, which acceptance shall include all rights, title and interest that the Developer has in the Systems serving the Property and also all easements and/or rights-of-way required for the purpose of operation and maintenance thereof. Nothing in this Agreement shall prohibit the City from accepting dedication of the Systems in phases.


For all of the Systems that Developer seeks to dedicate to the City, it shall provide a bond. The bond shall be available for a one year period from the date on which the City Council votes to accept title to the Systems. In the event any portion(s) of the Systems accepted by the City fail or malfunction in any way within one year of the
City's acceptance of dedication of the same, the City shall have the right to reimbursement of all costs to repair the same through the bond if the failure or malfunction is attributable to the action(s) or inaction(s) of the Developer or its agents, employees, contractors, or subcontractors.

SECTION 3. Term.

The City shall have no further obligations under this Agreement, and Developer shall forfeit all of its rights under this Agreement if:

(a) construction of the Systems has not begun within one year of execution of this Agreement;

(b) there is a one (1) year period in which no construction of the Systems occurs; or

(c) Developer defaults on its obligations under this Agreement and fails to cure the same within thirty calendar days after written notice thereof.

SECTION 4. Fees.

As development proceeds under the terms of this Agreement, and at the time of issuance of each meter, and as a condition precedent to issuance of the same, Developer shall be charged and shall pay:

(a) a sanitary sewer capital cost recovery fee for each residential or equivalent residential unit ($5,000.00);

(b) a water capital cost recovery fee for each residential or equivalent residential unit ($2,000.00); and
(c) a water meter installation fee paid for each residential or equivalent residential unit based on those fees in effect at the time of the water and/or sewer connection.

A monthly water and sewer user fee will then apply according to usage and current rates. No water meter will be issued or installed until all applicable fees are paid.

After five years from the date of this Agreement, the City of Springfield shall have the right to adjust all fees related to water and sewer services, provided however that the capital cost recovery fees shall not increase to an amount that exceeds the amount charged to properties located within the corporate boundaries of the City of Springfield.

SECTION 6. No right to reimbursement.

Developer acknowledges and agrees that to the extent any of the Systems constitute extensions of City water or sewer infrastructure, such extensions will only serve the Property. Therefore, Developer acknowledges and agrees that it shall have no right to reimbursement of its expenditures from the City or from any funds or accounts owned or maintained by the City.

SECTION 7. Compliance with Laws.

Developer shall comply with all existing and future City requirements relating to the connection to and use of the City's water and sewer systems. Subject to the provisions of Section 4 of this Agreement, all provisions of law now or hereafter in
effect relating to water and sewer service by the City of Springfield shall be applicable to this Agreement.

SECTION 8. Governing Law; Forum Selection.

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.

SECTION 9. Entire Agreement.

Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

SECTION 10. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by the Parties to this Agreement.

SECTION 11. No Waiver.

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.
SECTION 12. Effect of Partial Invalidity.

If any one or more of the provisions contained herein is held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein unless the intent of this Agreement cannot be carried out in the absence of such provision. In this regard, the provisions of Section 6, titled “No right to reimbursement” is a material provision for which the intent of this Agreement cannot be carried out in its absence.

SECTION 13. Paragraph Headings.

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.


Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the CITY: City of Springfield
               c/o City Manager Matt Morris
               130 S. Laurel Street
               Springfield, Georgia 31329

If to DEVELOPER: John Charles Unlimited, LLC
                 c/o Brandon Long
SECTION 15. Indemnity

Developer acknowledges and agrees that the work it performs under this Agreement is performed by it and those it retains for its sole benefit. Developer therefore covenants not to sue and agrees to hold the City harmless for any claims and damages allegedly incurred as a result of the work contemplated hereunder, including without limitation work associated with the tie-in to existing City water systems and sanitary sewer systems. Developer further covenants and agrees that the City shall not be liable to Developer for any damages, whether general, special, or consequential, and whether for economic losses, diminution in value, or in any other form.

SECTION 16. Assignment.

This Agreement may not be assigned or transferred in whole or in part by the Developer without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Failure to obtain the City's approval of any assignment of this Agreement shall terminate the City's obligations and shall forfeit the Developer's rights hereunder. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

SECTION 17. Construction of Agreement.

The Parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement therefore 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.

IN WITNESS WHEREOF the Developer has executed these presents under seal, and the City has caused these presents to be executed by its proper officer under seal, affixed, this 8 day of June, 2021.

THE CITY OF SPRINGFIELD

BY: Barton Alderman
Mayor, City of Springfield

ATTEST: Jennifer Y. Smith
Clerk of Council, City of Springfield

JOHN CHARLES UNLIMITED, LLC

BY: John Brandon Long
Registered Agent

Sworn to and subscribed before me this 8 day of June, 2021.

Dem-cutchen
NOTARY PUBLIC

Sworn to and subscribed before me this 15 day of June, 2021.

Dem-cutchen
NOTARY PUBLIC
Staff Report

Subject: American Rescue Plan Act (ARPA) Grant Funds Award
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 7/19/22
Item Description: Consideration of approval to accept the 2nd payment from the U.S. Department of the Treasury for American Rescue Plan Act (ARPA) grant funds in the amount of $6,244,372.00.

Summary Recommendation:
Staff is requesting approval to accept the 2nd payment from the U.S. Department of the Treasury for American Rescue Plan Act (ARPA) grant funds in the amount of $6,244,372.00.

Executive Summary:
On May 10, 2021, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide $350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Background:
1. Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later.

2. Effingham County allocation as follows:

<table>
<thead>
<tr>
<th>ARPA Funds</th>
<th>Total Allocation</th>
<th>1st Payment</th>
<th>2nd Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effingham County</td>
<td>$12,469,813.00</td>
<td>$6,244,372.00</td>
<td>$6,244,372.00</td>
</tr>
</tbody>
</table>

3. There is no cost share requirement.

Alternatives for Commission to Consider:
1. Approve to accept ARPA grant funds 2nd payment in the amount of $6,244,372.00.
2. Do not approve to accept ARPA grant funds 2nd payment in the amount of $6,244,372.00.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve to accept ARPA grant funds 2nd payment in the amount of $6,244,372.00.

Other Alternatives:
N/A

Department Review: (list departments)
Finance

Funding Source:
No cost share requirement

Attachments:
ARPA 2nd Payment Info
Certification

Certification not required. Your submission is complete and will now enter payee verification. The designated point of contact will receive an email if any further corrections are needed. Payment will be scheduled no earlier than 12 months after the first tranche payment was made.

Record Details

Status
Submitted

Submission ID
SLT-0892

Submission Type
SLFRF

Allocation Amount
$6,244,372.00

PAPERWORK REDUCTION ACT NOTICE The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is thirty minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.
Staff Report

Subject: Award of Agreement 22-15-002 with Mauldin & Jenkins CPAs & Advisors to perform the annual fiscal audit for Effingham County

Author: Alison Bruton, Purchasing Agent

Department: Finance

Meeting Date: July 19, 2022

Item Description: Agreement 22-15-002 with Mauldin & Jenkins CPAs & Advisors to perform the annual fiscal audit for Effingham County

Summary Recommendation: Staff recommends award of Agreement 22-15-002 with Mauldin & Jenkins CPAs & Advisors to perform the annual fiscal audit for Effingham County for FY22 for $55,000 and FY23 for $57,000

Executive Summary/Background:

- Effingham County has utilized Lanier, Deal, and Proctor as the auditor since FY13 and the Board of Commissioners has expressed interest in hiring a new firm.
- Staff published a Request for Proposals in June 2022 for Audit Services. 59 vendors were contacted through the County website and 719 were contacted through the Georgia DOAS website. Two (2) proposals were received.
  - Mauldin & Jenkins CPAs & Advisors
    - FY22 for $55,000 and FY23 for $57,000
    - If single audit required, $5,000
  - Lanier, Deal, & Proctor, CPAs
    - FY22 for $44,500 and FY23 for $44,500
    - If single audit required, $3,500
- Staff has reviewed both proposals and based on the Boards request to move forward with a new firm, recommends award to Mauldin & Jenkins for audit services.

Alternatives for Commission to Consider

1. Award Agreement 22-15-002 with Mauldin & Jenkins CPAs & Advisors to perform the annual fiscal audit for Effingham County for FY22 for $55,000 and FY23 for $57,000
2. Award Agreement 22-15-002 with Lanier, Deal & Proctor, CPAs to perform the annual fiscal audit for Effingham County for FY22 for $44,500 and FY23 for $44,500
3. Take no action

Recommended Alternative: 1

Other Alternatives: 2, 3

Department Review: Purchasing, Finance, County Manager

Funding Source: General Government Operating Budget

Attachments:

1. Agreement with Mauldin & Jenkins CPAs
Services Contract

Between

Effingham County Board of Commissioners and MAULDIN & JENKINS CPAS & ADVISORS
804 South Laurel Street 6001 Chatham Center Drive, Suite 250
Springfield, GA 31329 Savannah, GA 31405

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

WITNESSETH

WHEREAS, the Board desires to engage a qualified company as specified in 22-15-002 – Audit Services; and

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

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

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The scope of services and the terms and conditions of performance shall be as specified in this document and in 22-15-002 – Audit Services and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I-2 CONTRACT.
This Contract will commence for the FY22 financial audit and continue through the FY23 financial audit, with automatic renewal options for three (3) additional one (1) year terms provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and the Vendor or:
A. Unless otherwise directed by the Effingham County Board of Commissioners.
B. Unless budgeted funds are not appropriated.

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

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

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

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

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

SECTION I-9 INDEMNIFICATION.
To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless County and its officers, directors,
partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages
(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all
court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to
the extent caused by any negligent or willful act or omission of Vendor, its subcontractors and suppliers, or any
individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of
them may be liable.
The Vendor’s obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed
upon contract price as shown in this Contract or by the scope and amount of insurance maintained by the Vendor.

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

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

SECTION I-11 PROHIBITED INTERESTS.
A. Conflict of Interest. The Vendor and its subcontractors warrant that they presently have no interest and shall
acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services
hereunder. The Vendor further agrees that, in the performance of the Contract no person having such interest shall
be employed.
B. Statement of disclosure: Vendor must provide a statement of disclosure which will allow the County to evaluate
possible conflicts of interest.

Interests of Public Officials.
Vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County,
Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event
that an elected or appointed official or employee acquires any interest in any contract/agreement which may result
from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written
notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid
without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures.
“Interest” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner,
official or employee as a result of a matter which is or which is expected to become the subject of an official action by
or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the
opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated.
The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or
employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which
the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and
(3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner,
official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is
controlled or owned directly or indirectly by the county commissioner, official or employee. Remote interest as used
herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of
less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a
representative capacity, such as a receiver, trustee, or administrator. Family as used herein means the spouse,
parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.
SECTION I-12 AUDITS AND INSPECTIONS.
At any time during normal business hours and as often as the County may deem necessary, the Vendor and its subcontractors shall make available to the County and/or representatives of the County, examination all of its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the County to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Vendor as requested by the County.

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

SECTION I-14 NOTICES.
All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to 804 South Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the Vendor.

All written notices, demands, and other papers or documents to be delivered to the Vendor under this Contract shall be transmitted by certified mail, postage prepaid, to Trey Scott, CPA, Mauldin & Jenkins CPAs & Advisors, 6001 Chatham Center Drive, Suite 250, Savannah, GA., 31405. It shall be Vendor’s responsibility to inform the County of any change to this contact address.

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

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

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

ARTICLE II
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

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

See attachment A for full fee schedule.

☐ FY22 for $55,000 and FY23 for $57,000
☐ If single audit required, $5,000

These rates and fees shall remain in effect until completion of the FY23 audit without exception. All invoices shall contain the following:
Date services performed
Detailed account of services performed
Location of services performed
Name of employee providing said services
Name of County employee requesting said services
No work shall take place without advanced written approval of the County’s Finance Director. If the Vendor commences any work prior to receiving written approval, he does so at his own risk.

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

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

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

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

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

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

ARTICLE III
INSURANCE REQUIREMENTS

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

General Information that shall appear on a Certificate of Insurance:

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

Limits of Insurance:

Effective coverage shall have the following limits:

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE IV**

**WAIVERS AND EXCEPTIONS**

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

**ARTICLE V**

**GENERAL PROVISIONS**

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

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

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

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

ARTICLE VI
AUTHORITY TO EXECUTE AND ENTER AGREEMENT

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

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

This ____ day of ____________________, 2022.

MAULDIN & JENKINS CPAS & ADVISORS

_______________________________
Signature

_______________________________
Title

Witness - Signature Witness - Title

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

_______________________________
WESLEY CORBITT, CHAIRMAN

Attest:

_______________________________
Stephanie Johnson, County Clerk

CONTRACT NO. 22-15-002

COMMISSION APPROVAL DATE:
Effingham County, Georgia

SECTION 2
Cost Proposal to Provide Audit Services
RFP 22-15-002
Fiscal Year June 30, 2022 through 2023

Mauldin & Jenkins Certified Public Accountants
Contact Person: Trey Scott, CPA, Partner
Phone: (912) 232-1622
Email: tscott@mjcpa.com

6001 Chatham Center Drive,
Suite 250
Savannah, GA 31405

Web: www.mjcpa.com
Effingham County Board of Commissioners  
Attn: Purchasing Office  
804 South Laurel Street  
Springfield Georgia 31329

Ladies and Gentlemen:

Mauldin & Jenkins is pleased to submit a qualifications package including cost estimates to provide annual financial and compliance auditing services for Effingham County, Georgia (the “County”). It is our understanding that the County is requesting proposals from qualified firms of certified public accountants to establish a contract for the professional services of a Certified Public Accountant (the “auditor”) for financial and compliance audits. The contract for such audit services will be for the fiscal year ended June 30, 2022, with an option for the next fiscal year, subject to annual review and the annual availability of an appropriation for audit services by the County.

As requested by the County, we have enclosed on the following pages an all-inclusive maximum fee for the financial and compliance audit services for the fiscal years noted above. This sealed cost proposal contains all pricing information relative to the performance of the audit. The total all-inclusive maximum price for the fiscal years ending June 30, 2022 through 2023 is as follows:

- 2022 - $55,000
- 2023 - $57,000

In addition to the request for cost estimates, the RFP had additional questions that were to be included in Section 2. Those have been addressed in the following pages.

As a partner at Mauldin & Jenkins, LLC, I am certified and authorized to represent Mauldin & Jenkins, empowered to submit the bid, and authorized to sign a contract with the County. I will be the primary point of contact for the County. Our total all-inclusive maximum price for providing annual financial and compliance auditing services to the County is contained on the following pages along with answers to the questions proposed in the RFP for Section 2. We appreciate the opportunity to propose and we look forward to hearing from you.

Sincerely,

MAULDIN & JENKINS, LLC

Trey Scott, CPA  
Partner
Section 2 – Item 2 – Management Letter
Information contained in the management letter will be items we noted as part of our audit that were not significant enough to report as material weaknesses or significant deficiencies, but warranted the attention of management. The management letter we prepare is designed to provide matters for improvement of the internal control procedures for the County to aid in efficient operations and also to provide best practices that we have seen through auditing over 600 governmental entities in the southeast. As part of this process, we also prepare an auditor’s discussion and analysis document that is described further in section 1 of our proposal in the “Additional Information of Value Added Services” section.

Section 2 – Item 3 – Assistance and Schedules from County Staff
Ultimately, we will need the supporting documentation for the County’s significant classes of transactions. This is discussed at length in the “Specific Audit Approach” section of our proposal. We use an electronic request list that is updated in real time as a request is made or satisfied by the County (see Suralink in section 1 of our proposal). Our goal is to make requests for items that the County already prepares as part of its control processes. We do not expect you all to reinvent the wheel when it comes to our requests. See also the Client Transitions section under “Similar Engagements with Other Governmental Entities” in section 1 of our proposal.

Section 2 – Item 4 – Tentative Schedule
This is included in section 1 of our proposal – see Proposed Segmentation of Audit Engagement and Level of Staff Assigned in the “Specific Audit Approach” section.

Section 2 – Item 5 – Cost Estimates
See below for segmented hours by team member and the following tables for cost estimates for fiscal year 2022 and 2023.

<table>
<thead>
<tr>
<th>Segments</th>
<th>Engagement Team Members by Level</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Partner</td>
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<tr>
<td>Segment I - Planning and Interim</td>
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<tr>
<td>Procedures</td>
<td>15</td>
</tr>
<tr>
<td>Segment II - Final Audit Fieldwork</td>
<td></td>
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<tr>
<td>Procedures</td>
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<tr>
<td>Segment III - Review, Completion &amp;</td>
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<tr>
<td>Delivery Procedures</td>
<td>40</td>
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<tr>
<td>Total Engagement</td>
<td>90</td>
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</table>
### SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

**FOR THE AUDIT OF THE 2022 FINANCIAL STATEMENTS**

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partners</td>
<td>90</td>
<td>$250</td>
<td>$22,500</td>
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<tr>
<td>Managers</td>
<td>145</td>
<td>160</td>
<td>23,200</td>
</tr>
<tr>
<td>Staff Professionals</td>
<td>190</td>
<td>120</td>
<td>22,800</td>
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<tr>
<td><strong>Total for Services Described in RFP</strong></td>
<td><strong>425</strong></td>
<td></td>
<td><strong>68,500</strong></td>
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<tr>
<td>Out-of-pocket expenses:</td>
<td></td>
<td></td>
<td>250</td>
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<tr>
<td>Mauldin &amp; Jenkins discount from standard fees and expenses</td>
<td></td>
<td></td>
<td>(13,750)</td>
</tr>
<tr>
<td><strong>Total all inclusive not to exceed price for 2022 audit</strong></td>
<td></td>
<td></td>
<td><strong>$55,000</strong></td>
</tr>
<tr>
<td>Amount of Professional Services, in hours, allowed for 2022 year without additional cost (such services include phone calls &amp; continuing education)</td>
<td></td>
<td></td>
<td>30</td>
</tr>
</tbody>
</table>

### SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

**FOR THE AUDIT OF THE 2023 FINANCIAL STATEMENTS**

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partners</td>
<td>85</td>
<td>$255</td>
<td>$21,675</td>
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<tr>
<td>Managers</td>
<td>140</td>
<td>165</td>
<td>23,100</td>
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<tr>
<td>Staff Professionals</td>
<td>180</td>
<td>125</td>
<td>22,500</td>
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<tr>
<td><strong>Total for Services Described in RFP</strong></td>
<td><strong>405</strong></td>
<td></td>
<td><strong>67,275</strong></td>
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<tr>
<td>Out-of-pocket expenses:</td>
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<td>250</td>
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<tr>
<td>Mauldin &amp; Jenkins discount from standard fees and expenses</td>
<td></td>
<td></td>
<td>(10,525)</td>
</tr>
<tr>
<td><strong>Total all inclusive not to exceed price for 2023 audit</strong></td>
<td></td>
<td></td>
<td><strong>$57,000</strong></td>
</tr>
<tr>
<td>Amount of Professional Services, in hours, allowed for 2023 year without additional cost (such services include phone calls &amp; continuing education)</td>
<td></td>
<td></td>
<td>30</td>
</tr>
</tbody>
</table>
Important Notes to be Considered:

Note (1) – Unlimited Correspondence: It is Mauldin & Jenkins’ policy to not charge for simple discussions and conversations that occur between the governmental entity and Mauldin & Jenkins that are only simple discussions (i.e., a phone call to ask certain questions that do not require additional research).

Note (2) – Free Periodic/Quarterly Continuing Education: As noted in our technical proposal, we provide free quarterly continuing education classes to our clients. This could amount to approximately $3,000 of annual savings for the County’s estimated finance department per person.

Note (3) – Additional Services: If it should become necessary for the County to request Mauldin & Jenkins to provide any additional services (such as bond issuances, etc.), then such additional work shall be performed only if set forth in an addendum to the contract between the County and Mauldin & Jenkins.

Note (4) – No Hidden Fees or Costs: The pricing schedules contain all pricing information relative to performance of the audit as required by the County including all reimbursement for travel, lodging, communications, etc. Our estimated number of hours and the associated fee estimate indicated are based on our professional judgment and experience with similar governmental entities. So long as there are no significant changes in the operations or the number of major programs of the County and or the scope of services requested or significant problems requiring additional time, our quoted fees will not change.

Note (5) – Single Audit: The County’s Request for Proposal (RFP) noted the need for a Single Audit during the contract period. We propose a fee of $5,000 for the first major program. If additional major programs are required to be audited, we will discuss the possibility of an additional fee per major program (not to exceed $5,000 per additional major program).

Note (6) – Additional Copies of Deliverables: Our fees quoted herein include 15 bound copies of all deliverables. If additional copies are required, we propose $5 per additional copy, however, we would be willing to work with the County on this fee if additional copies are needed.

Note (7) – Fee increases: Generally, our proposed fees do not change (as noted in note 4 above). We will propose annual fees in accordance with RFP. Generally, our fee increases do not exceed the consumer price index rate.
912-232-1622

www.mjcpa.com

MAULDIN & JENKINS
EFFINGHAM COUNTY
BOARD OF COMMISSIONERS

RESPONSE TO REQUEST FOR AUDIT SERVICES
SECTION II

Proposer: Lanier, Deal & Proctor, CPAs
P.O. Box 505
201 S. Zetterower Ave.
Statesboro, Georgia 30458
(912) 489-8756
Contact Person: Richard N. Deal

June 30, 2022
1. **Primary Contact**

   Richard N. Deal, CPA, CGMA  
   (912) 489-8756  
   rdeal@statesborocpa.com

2. **Management Letter**

   A management letter discloses findings and recommendations for improvements in internal control or other issues that are identified during the audit but not required to be included as deficiencies or instances of noncompliance within the auditor’s report. We will discuss any such matters with county staff and draft a management letter if necessary.

3. **Anticipated Assistance from County Staff**

   We would require that the County provide detail trial balances by account as well as general ledger details for all of the County’s funds. We prefer that these documents be provided in an excel format that allows us to import data and more efficiently perform certain testing. We anticipate that County Staff would provide all relevant schedules prepared by them during their work to close the County’s fiscal year to support the accuracy of account balances. These schedules can be provided electronically as well. As described in our audit policies and procedures, our staff will select certain items for testing from transaction lists, schedules prepared by County staff, and general ledger details. We would anticipate that this information would be provided in a timely manner in order to maintain the anticipated timeline for the engagement.

4. **Tentative Schedule**

   September 12th – Trial balances and general ledger details to be provided by county staff.

   September 13th – September 16th – Any other relevant schedules prepared by county staff to be provided to audit staff assigned to the engagement.

   September 17th - September 30th – Preliminary planning procedures, including internal control documentation, risk assessments, and preliminary analytical reviews. Constitutional officers will be contacted to schedule fieldwork for their offices.

   October 1st – October 15th – Samples will be selected and an additional list of items needed will be provided to the County. Some on-site fieldwork may be completed in the offices of the County’s constitutional officers at this time.

   October 16th – November 5th – Any on-site fieldwork required will be performed at a time convenient for county staff and other audit workpapers will be prepared from documentation previously provided by County staff.
November 6\textsuperscript{th} – November 26\textsuperscript{th} – Audit staff will provide a list of any further information required to perform sufficient testing of account balances based on preliminary audit procedures performed. Questions will be resolved at that time.

November 27\textsuperscript{th} – December 9\textsuperscript{th} – Preparation of financial statements and final audit documentation.

December 10\textsuperscript{th} – Draft to of the financials statements to be provided to county staff to utilize in order to prepare the Management Discussion and Analysis.

December 20\textsuperscript{th} – Final draft of the Audited Financial Statements to be provided to the County.

5. Cost Proposal

Cost proposals for the fiscal years ending June 30, 2022 and June 30, 2023 are attached.
EFFINGHAM COUNTY, GEORGIA  
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR THE AUDIT OF THE 2022 FINANCIAL STATEMENTS  

<table>
<thead>
<tr>
<th></th>
<th>HOURS*</th>
<th>HOURLY RATES</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARTNERS</td>
<td>70</td>
<td>$170</td>
<td>$11,900</td>
</tr>
<tr>
<td>MANAGERS</td>
<td>280</td>
<td>$110</td>
<td>30,800</td>
</tr>
<tr>
<td>OTHER STAFF</td>
<td>120</td>
<td>$80</td>
<td>9,600</td>
</tr>
<tr>
<td><strong>TOTAL FOR SERVICES DESCRIBED IN RFP</strong></td>
<td><strong>470</strong></td>
<td></td>
<td><strong>52,300</strong></td>
</tr>
<tr>
<td>OUT OF POCKET EXPENSES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEALS AND LODGING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRANSPORTATION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SPECIAL DISCOUNT</strong></td>
<td></td>
<td></td>
<td><strong>(7,800)</strong></td>
</tr>
<tr>
<td><strong>TOTAL FEE FOR 2022 AUDIT</strong></td>
<td></td>
<td></td>
<td><strong>$44,500</strong></td>
</tr>
</tbody>
</table>

ADDITIONAL FEES EACH YEAR IF SINGLE AUDIT REQUIRED  
$3,500  

FEES FOR ANY ADDITIONAL PROFESSIONAL SERVICES WILL BE BASED ON THE SAME HOURLY RATES LISTED ABOVE  

*Hours include both on-site work and work to be performed at the auditor's office, based on preference of County Staff.*
EFFINGHAM COUNTY, GEORGIA  
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR THE AUDIT OF THE 2023 FINANCIAL STATEMENTS

<table>
<thead>
<tr>
<th>PARTNERS</th>
<th>HOURS</th>
<th>HOURLY RATES</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>70</td>
<td>$170</td>
<td>$11,900</td>
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<tr>
<td>MANAGERS</td>
<td>280</td>
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</tr>
<tr>
<td>OTHER STAFF</td>
<td>120</td>
<td>$80</td>
<td>9,600</td>
</tr>
</tbody>
</table>

TOTAL FOR SERVICES DESCRIBED IN RFP  

| TOTAL FOR SERVICES DESCRIBED IN RFP | 470 | 52,300 |

OUT OF POCKET EXPENSES  
MEALS AND LODGING  
TRANSPORTATION  

SPECIAL DISCOUNT  

| SPECIAL DISCOUNT | (7,800) |

TOTAL FEE FOR 2023 AUDIT  

| TOTAL FEE FOR 2023 AUDIT | $44,500 |

ADDITIONAL FEES EACH YEAR IF SINGLE AUDIT REQUIRED  

| ADDITIONAL FEES EACH YEAR IF SINGLE AUDIT REQUIRED | $3,500 |

FEES FOR ANY ADDITIONAL PROFESSIONAL SERVICES  
WILL BE BASED ON THE SAME HOURLY RATES LISTED ABOVE  

*Hours include both on-site work and work to be performed at the auditor's office, based on preference of County Staff.*
EFFINGHAM COUNTY, GEORGIA
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
LANDFILL ASSURANCE REPORT

TOTAL PRICE FOR 2022 LANDFILL ASSURANCE REPORT $ 750
TOTAL PRICE FOR 2023 LANDFILL ASSURANCE REPORT $ 750
Staff Report

Subject: Award of Agreement 22-105-003 with Southern Civil, LLC for the improvement of the Hodgeville Lift Station #4
Author: Alison Bruton, Purchasing Agent
Department: Water/Sewer
Meeting Date: July 19, 2022

Item Description: Agreement 22-105-003 with Southern Civil, LLC for the improvement of the Hodgeville Lift Station #4

Summary Recommendation: Staff recommends award of Agreement 22-105-003 with Southern Civil, LLC for the improvement of the Hodgeville Lift Station #4 in the amount of $3,520,533.00.

Executive Summary/Background:
- Hussey, Gay, Bell is the engineer on the Hodgeville Road Lift Station project.
- An ITB was published in May of 2022 for the improvement of the Hodgeville Lift Station #4. 154 vendors were contacted through the County website, and 825 were contacted through the Georgia DOAS website. Thirteen (13) contractors attended the pre-bid meeting. Two submittals were received:
  - Southern Civil, LLC - $3,520,533.00
  - PINCO - $3,960,000.00
- Effingham County staff and Hussey, Gay, Bell staff have reviewed the proposals and recommend award to Southern Civil, LLC.

Alternatives for Commission to Consider
1. Award of Agreement 22-105-003 with Southern Civil, LLC for the improvement of the Hodgeville Lift Station #4 in the amount of $3,520,533.00
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Finance, Purchasing, Asst. County Manager
Funding Source: $2,300,000 currently budgeted for this project in water bonds. A budget amendment will be needed for the remainder.

Attachments:
1. Agreement with Southern Civil, LLC and Attachment A
2. Award Recommendation and Tabulation from HGB
June 27, 2022

Mr. Eric W. Larson
Assistant County Manager
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

RE: Hodgeville Lift Station #4 Improvements
Effingham County, Georgia

Dear Mr. Larson:

The following bids were received on June 27, 2022 for the above referenced project:

Southern Civil, LLC   $3,520,533.00
Pinco     $3,960,000.00

As indicated above and on the attached Bid Abstract, the low bid was submitted by Southern Civil, LLC. We recommend award of the contract in the amount of $3,520,533.00 to Southern Civil, LLC. It is our opinion that Southern Civil, LLC has the experience and resources to successfully execute the work required under the Hodgeville Lift Station #4 Improvements project.

Please contact me if you have any questions.

Sincerely,

HUSSEY GAY BELL

Chris Burke, P.E.
<table>
<thead>
<tr>
<th>Unit No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Master Duplex Lift Station including Installation, Foundation, Electrical Controls Building, Paving, Drainage, Electrical and SCADA Work, Associated Force Main and Gravity Sewer Piping, Jack and Bore Installation and connections, Demolition, Installation and Removal of Erosion Controls and Additional Auxiliary Equipment Required for An Operable Station, Grading, Spreading/Disposal of Excess Excavated Material, Traffic Control, Remove and Replace Signs, Remove and Replace Monuments, Tree Protection, Mobilization; Clean-Up, Insurance, Bonds and Other Miscellaneous Items Not Specifically Listed but Necessary for A Complete Job.</td>
<td>1 LS</td>
<td>$3,288,533.00</td>
<td>$3,288,533.00</td>
<td>$3,574,650.00</td>
<td>$3,574,650.00</td>
</tr>
<tr>
<td>2</td>
<td>Diesel Driven Bypass Pump and Auxiliary Equipment Required for A Complete Installation</td>
<td>1 LS</td>
<td>$114,000.00</td>
<td>$114,000.00</td>
<td>$186,400.00</td>
<td>$186,400.00</td>
</tr>
<tr>
<td>3</td>
<td>Biological Odor Control Unit System and All Auxiliary Equipment Required for A Complete Installation</td>
<td>1 LS</td>
<td>$108,000.00</td>
<td>$108,000.00</td>
<td>$197,250.00</td>
<td>$197,250.00</td>
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<tr>
<td>4</td>
<td>Remove and Replace Unsuitable Material, Dispose off-site. Replace with Approved Off-Site Fill Material</td>
<td>20 CY</td>
<td>$500.00</td>
<td>$10,000.00</td>
<td>$85.00</td>
<td>$1,700.00</td>
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</table>

**Total Bid** $3,520,533.00  $3,960,000.00

Hussey Gay Bell certifies that this is a correct Abstract of Bids received June 27, 2022.

Chris Burke, P.E.

Hussey Gay Bell
ITB 22-105-003 – Hodgeville Lift Station #4 Improvements

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

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

Southern Civil, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

All Tools, Materials, Labor, Supervision, and Equipment for the Improvements of the Existing Effingham County Lift Station #4 Located on Hodgeville Road Including Purchase and Installation of the Prefabricated Booster Pump Skid, Odor Control Unit, Diesel Bypass Pumping System, Foundation, Electrical Controls Building, Paving, Drainage, Electrical and SCADA Work, Associated Force Main and Gravity Sewer Piping, Jack and Bore Installation and Connections, Valves, Demolition, Installation and Removal of Erosion Controls and Additional Auxiliary Equipment Required for an Operable Station, Grading, Spreading/Disposal of Excess Excavated Material, Traffic Control, Remove and Replace Signs, Remove and Replace Monuments, Tree Protection, Mobilization; Clean-Up, Insurance, Bonds and Other Miscellaneous Items not Specifically Listed But Necessary for A Complete Job.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: ITB 22-105-003 – Hodgeville Lift Station #4 Improvements

ARTICLE 2 – ENGINEER

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

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

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

3.02 Days to Achieve Completion and Final Payment

The Work will be completed within 270 calendar days from receipt of a Notice Proceed.

ARTICLE 4 – LIQUIDATED DAMAGES

4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss
suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $300 for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

ARTICLE 5 – CONTRACT PRICE

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

<table>
<thead>
<tr>
<th>Unit No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Master Duplex Lift Station including Installation, Foundation, Electrical Controls Building, Paving, Drainage, Electrical and SCADA Work, Associated Force Main and Gravity Sewer Piping, Jack and Bore Installation and connections, Demolition, Installation and Removal of Erosion Controls and Additional Auxiliary Equipment Required for An Operable Station, Grading, Spreading/Disposal of Excess Excavated Material, Traffic Control, Remove and Replace Signs, Remove and Replace Monuments, Tree Protection, Mobilization; Clean-Up, Insurance, Bonds and Other Miscellaneous Items Not Specifically Listed but Necessary for A Complete Job.</td>
<td>1</td>
<td>LS</td>
<td>$3,288,533.00</td>
</tr>
<tr>
<td>2</td>
<td>Diesel Driven Bypass Pump and Auxiliary Equipment Required for A Complete Installation</td>
<td>1</td>
<td>LS</td>
<td>$114,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Biological Odor Control Unit System and All Auxiliary Equipment Required for A Complete Installation</td>
<td>1</td>
<td>LS</td>
<td>$108,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Remove and Replace Unsuitable Material, Dispose off-site. Replace with Approved Off-Site Fill Material</td>
<td>20</td>
<td>CY</td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Bid</strong></td>
<td></td>
<td></td>
<td><strong>$3,520,533.00</strong></td>
</tr>
</tbody>
</table>

THIS SECTION INTENTIONALLY LEFT BLANK
ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

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

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

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

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

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

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

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

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 9, inclusive).
2. General Conditions (pages 1 to 7, inclusive).

3. Supplemental Conditions (pages 1 to 4, inclusive).


5. Addenda (numbers 1 to 2, inclusive).

6. Exhibits to this Agreement (enumerated as follows):
   a. Contractor’s Bid (pages 1 to 7, inclusive).
   b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 36, inclusive).

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

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

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

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

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

   A Field Order;

   1. A/E’s approval of a Shop Drawing or Sample; or

   2. A/E’s written interpretation or clarification.

ARTICLE 10 – COUNTY’S RIGHT TO SUSPEND OR TERMINATE WORK

A. Termination for Convenience. County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed for giving notices in this Contract, a written notice of termination specifying the effective date of termination. Such
notice shall be delivered to Contractor at least seven (7) days prior to the effective date of termination.

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

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

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

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

F. The parties’ obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.
ARTICLE 11 – INDEMNIFICATION

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

ARTICLE 12 – INDEPENDENT CONTRACTOR

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Contract. Any provisions of this Contract that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services.

ARTICLE 13 – MISCELLANEOUS

13.01 Terms

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

13.02 Assignment of Contract

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

13.03 Successors and Assigns

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

13.04 Severability

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

13.05 Contractor’s Certifications

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

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

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

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

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

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

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

CONTRACTOR:

By: __________________________
Title: __________________________

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

Attest: __________________________
Title: County Clerk

Address for giving notices:
804 S. Laurel Street
Springfield, GA 31329
ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Effingham County Board of Commissioners

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6/10/2022</td>
</tr>
<tr>
<td>2</td>
<td>6/16/2022</td>
</tr>
</tbody>
</table>

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

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

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

01250-1
F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

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

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

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

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

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

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

THIS SECTION INTENTIONALLY LEFT BLANK
ARTICLE 5 – CONTRACT PRICE

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

For all Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<table>
<thead>
<tr>
<th>Unit No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
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<td>Remove and Replace Unsuitable Material, Dispose off-site. Replace with Approved Off-Site Fill Material</td>
<td>20</td>
<td>CY $500.95</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

Total Bid $3,520,533

Escalation/De-escalation Clause:
In the event of a significant price increase of material occurring during the performance of the contract through no fault of the Contractor, the Contract Sum shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents as well as those set forth herein. A change in price of an item of material will be considered significant when the price of an item increases or decreases by 20% percent between the date of this Contract and the date of installation. In order to receive an escalation change order, Contractor shall share with the Owner, in writing, prior to the time of execution.
of this Agreement, its estimated costs for the relevant materials that it believes may be subject to potential escalation (the “Escalation List”). The Escalation List shall be made an exhibit to this Agreement. Prior to purchasing any of the listed materials, the Contractor must provide the Owner with three (3) timely and credible proposals from suppliers as well as a third-party price index such as RS Means, Steel Market Update or the like to confirm the credibility of the proposals. If the pricing escalation cannot be overcome through value engineering, substitutions or early purchasing/warehousing, the parties may enter into a change order in the amount of the lowest proposal or price index amount. These change orders shall not include overhead or profit mark-ups on the increases from either the Contractor or its Subcontractors. Failure to include a material in the initial Escalation List shall be considered a waiver of the right to seek escalation for such materials without the Owner’s consent which may be withheld in the Owner’s sole discretion.

In addition, if prices decrease from what was in the Contractor’s original estimate, the Owner shall be entitled to a deduct if there is a significant decrease in the price as outlined above.

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ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees to commence work within fourteen (14) days after the Notice to Proceed is issued and to complete all Work within 270 calendar days from Notice To Proceed.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security

B. Evidence of authority to do business in the state of the Project;

C. Drug Free Workplace Certification (Attachment A);

D. Promise of Non Discrimination Statement (Attachment B);

E. Disclosure of Responsibility Statement - Bidders Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment C);

F. Non Collusion Affidavit - (Attachment D);

G. Contractor Affidavit and Agreement (E-VERIFY) (Attachment E);

H. Subcontractor Affidavit if applicable (E-VERIFY) (Attachment F);

I. List of Proposed Subcontractors (Attachment H);

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): __________________________________________

By: __________________________________________ (Individual’s signature)

Doing business as: ________________________________________________
A Partnership

Partnership Name: _____________________________________________

By: _________________________________________________________
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _______________________________________

A Corporation

Corporation Name: ____________________________________________
(SIGNATURE)

State of Incorporation: ___________ Georgia
Type (General Business, Professional, Service, Limited Liability): ________ LLC

By: ___________ [Signature] (Signature -- attach evidence of authority to sign)

Name (typed or printed): _______________________________ Steven L. Rearley

Title: ______ President
(CORPORATE SEAL)

Attest ________________________________

Date of Qualification to do business in Georgia is ________ 8 / 24 / 2017

A Joint Venture

Name of Joint Venture: _________________________________________

First Joint Venturer Name: _____________________________________
(SIGNATURE)

By: _________________________________________________________
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _______________________________________

Title: _______________________________________________________

Second Joint Venturer Name: ___________________________________
(SIGNATURE)

By: _________________________________________________________
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _______________________________________

01250-6
Title: ____________________

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address  P.O. Box 9, Townsend, GA 31331

                   18525 US Hwy 17, Townsend, GA 31331

Phone No.        912-832-4465                  Fax No.      N/A

E-mail       admin@southerncivilllc.com

SUBMITTED on       June 27, 2022.

State Contractor License No.  UC302438

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NOTICE OF AWARD

TO: Southern Civil, LLC

RE: NOTICE OF AWARD – CONSTRUCTION

ITB 22-105-003 – Hodgeville Lift Station #4 Improvements

Please consider this your NOTICE OF AWARD (NOA) on the above referenced project. In accordance with the terms of the contract, the Contractor is to submit a fully executed Contract, Payment and Performance Bonds within fourteen (14) calendar days of receipt of the Notice of Award. Upon receipt of those documents, a Notice to Proceed (NTP) will be issued and work is to commence within fourteen (14) days of the executed NTP. Requests for time extensions shall be documented and made in writing as soon as possible.

NOA Dated this _____day of __________, 2021

Effingham County Board of Commissioners

______________________________
Tim Callanan, County Manager

DATE OF AWARD BY BOARD OF COMMISSIONERS:

Date of Contract Award: ____________________________
NOTICE TO PROCEED

TO: Southern Civil, LLC

RE: NOTICE TO PROCEED – CONSTRUCTION

ITB 22-105-003 – Hodgeville Lift Station #4 Improvements

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 fourteen (14) days of receipt of the Notice to Proceed and to be completed within 270 calendar days. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as “liquated” damages in an amount equal to $300.00 per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this _____day of __________, 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: ______________________

Staff Report
Subject: Award of Task Order 22-105-006 for the Wastewater Treatment Plant Design and Construction Management to Hussey, Gay, Bell & Deyoung, Inc.
Author: Alison Bruton, Purchasing Agent
Department: Water/Sewer
Meeting Date: July 19, 2022
Item Description: Task Order 22-105-006 for the Wastewater Treatment Plant Design and Construction Management to Hussey, Gay, Bell & Deyoung, Inc.

Summary Recommendation: Staff recommends award of Task Order 22-105-006 for the Wastewater Treatment Plant Design and Construction Management to Hussey, Gay, Bell & Deyoung, Inc. in the amount of $1,712,285.00

Executive Summary/Background:
- Effingham County staff sent an RFP to the IDC consultants seeking proposals to design, permit, and provide construction management for a projected 2MGD WWTP adjacent to the current WWTP. Seven (7) of the IDC firms were contacted, and two (2) proposals were submitted.
  - Hussey, Gay, Bell & Deyoung, Inc. - $1,712,285.00
  - Alliance Consulting Engineers - $1,800,000.00
- Effingham County and EOM staff met with both firms to further review their proposals and project approach. After their presentations, staff are in agreement to recommend award to Hussey, Gay, Bell & Deyoung, Inc., Consulting Engineers

Alternatives for Commission to Consider
1. Award of Task Order 22-105-006 for the Wastewater Treatment Plant Design and Construction Management to Hussey, Gay, Bell & Deyoung, Inc. in the amount of $1,712,285.00
2. Award of Task Order 22-105-006 for the Wastewater Treatment Plant Design and Construction Management to Alliance Consulting Engineers in the amount of $1,800,000.00
3. Take no action.

Recommended Alternative: 1
Other Alternatives: 2, 3

Department Review: County Manager, Asst. County Manager, EOM, Purchasing
Funding Source: This is not a budgeted project. A budget amendment will be necessary
Attachments:
1. Task Order 22-105-006 to Hussey, Gay, Bell & Deyoung, Inc.
2. Task Order 22-105-006 to Alliance Consulting Engineers
Item XI. 7.
NOTICE TO PROCEED

TO: Hussey, Gay, Bell & Deyoung, Inc., Consulting Engineers

RE: NOTICE TO PROCEED

Task Order 22-105-006 – WWTP Design and Construction Management

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.

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: ________________________________
Request for Proposal
No. 22-105-006
WWTP Design and Construction Management

May 26, 2022 – 10:30 AM
Table of Contents

A. Letter of Interest .............................................................. 1
B. Proposed Schedule ........................................................... 2
C. Project Approach/Work Plan ................................................ 3
D. Fee ................................................................................. 9

Appendix: Receipt of Addendum
Item XI. 7.

May 26, 2022

Ms. Alison Bruton, Purchasing Agent
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

RE: Request for Proposal 22-015-006 WWTP Design and Construction Management

Dear Ms. Bruton and Members of the Selection Committee:

Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers (herein referred to as “Hussey Gay Bell”) is pleased to submit our proposal to the Effingham County Board of Commissioners for the WWTP Design and Construction Management request for proposal. Hussey Gay Bell and our subconsultants proposed for this contract commit to the requirements specified in the RFP, and we provide the following unique differentiators for your consideration:

A Record of Performance On Similar Projects. To date, Hussey Gay Bell has designed 60+ wastewater treatment plant projects ranging from new construction and expansions to equipment upgrades and rehabs throughout the southeast with capacities ranging from 0.098 MGD to 27 MGD. In recent years, our team worked on rehab, upgrade or new construction designs for 9 WWTPs throughout the region including the Pooler 2.5 MGD MBR plant, Jesup 2.5 MGD plant and Chapin 2.4 MGD plant, which are similar to your project in size and scope.

Right Team, Right Expertise. Our team was hand-selected to provide you with the leadership, technical expertise, and experience necessary to successfully deliver this project. As Project Manager for the proposed contract, Chris Burke brings 26 years of WWTP design expertise to this project. He will be supported in-house by 40-year wastewater treatment design veteran, Forest Suggs III, PE, site/civil expert, C.J. Chance, PE, structural expert, Mike Zaltz, PE and survey/GIS lead, Nathan Brown, PLS who have worked extensively with him on water/wastewater facilities. In addition, Chatham Engineering, Terracon Consultants and Resources+Land Consultants are committed to support us providing electrical, geotechnical and wetlands services respectively. We have collaborated with them successfully on so many projects for over decades, in particular water/wastewater facilities for municipalities.

Our Approach Maximizes Your Schedule and Creates Value. Our team has ability to deliver this project expeditiously and competitively. We know the project area and challenges that must be mitigated and/or avoided during the course of the project. Hussey Gay Bell’s extensive experience with the types of permits that will be necessary for this project will allow our team to expedite the design schedule to the greatest extent possible.

Per the requirements of the RFP, please find accompanying this letter one (1) original and one (1) copy of our proposal. We formally acknowledge receipt of Addendum No. 1 dated 5/19/2022. We appreciate the opportunity to propose and look forward to your favorable consideration. Please contact me at 912.354.4626 or cchance@husseygaybell.com (cc: cbruke@husseygaybell.com) if you have any questions or desire additional information in making your selection.

Sincerely,

HUSSEY, GAY, BELL & DEYOUNG, INC., CONSULTING ENGINEERS

C.J. Chance, PE
Principal-In-Charge/IDC Project Manager

Chris Burke, PE
Contract Project Manager

RFP No. 22-015-006 WWTP Design and Construction Management
B. Project Schedule

For your project, we are proposing a 29-month schedule from kick-off meeting to construction completion as follows. We have provided a total number of calendar days to complete all items of work.

<table>
<thead>
<tr>
<th>TASK</th>
<th>MONTH 1</th>
<th>MONTH 2</th>
<th>MONTH 3</th>
<th>MONTH 4</th>
<th>MONTH 5</th>
<th>MONTH 6</th>
<th>MONTH 7</th>
<th>MONTH 8</th>
<th>MONTH 9</th>
<th>MONTH 29</th>
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</thead>
<tbody>
<tr>
<td>Kick-Off Meeting</td>
<td>1 day</td>
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<td></td>
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<tr>
<td>Design Development Report</td>
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<td>60 days</td>
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<tr>
<td>Survey &amp; Geotechnical Investigation</td>
<td></td>
<td></td>
<td>30 days</td>
<td></td>
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<tr>
<td>Preliminary Engineering (60%)</td>
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<td>60 days</td>
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<tr>
<td>Final Engineering (90%)</td>
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<td>90 days</td>
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<td>Permitting *</td>
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<td>150 days</td>
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<tr>
<td>Bidding/Award</td>
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<td>Closeout</td>
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</tbody>
</table>

* Permitting task duration is based on regulatory review time. Georgia EPD’s review of the Design Development Report and Construction Plans and Specifications is critical to the schedule of the project.
C. Project Approach/Work Plan

1) Expertise and Experience

To date, Hussey Gay Bell has designed 60+ wastewater treatment plant (WWTP) projects ranging from new construction and expansions to equipment upgrades and rehabs throughout the southeast with capacities ranging from 0.098 MGD to 27 MGD. In recent years, our team worked on rehab, upgrade or new construction designs for 9 WWTPs throughout the region and currently, we are working on 5 WWTPs. To demonstrate the depth of our relevant experience, the following is a sample of WRF/WWTPs we designed and constructed for municipalities or publicly owned utilities in Georgia and South Carolina alone. We have ability to meet the requirements of the RFP.

<table>
<thead>
<tr>
<th>PROJECTS</th>
<th>Capacity (MGD)</th>
<th>Surveying</th>
<th>Concept Design</th>
<th>Preliminary Design</th>
<th>Final Design</th>
<th>Permitting</th>
<th>Environmental</th>
<th>Geotechnical</th>
<th>Structural</th>
<th>Specifications</th>
<th>Bidding Assistance</th>
<th>Construction Phase Services</th>
<th>Start-up Assistance</th>
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</thead>
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<tr>
<td>South Bryan County WWTP, Bryan County, GA</td>
<td>1.0</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<td>✓</td>
</tr>
<tr>
<td>Bacon Park WWTP, Savannah, GA</td>
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<td>✓</td>
<td>✓</td>
<td>✓</td>
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<td>✓</td>
<td>✓</td>
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<tr>
<td>Crossroads WQCP, Savannah, GA</td>
<td>3.0</td>
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<td>✓</td>
<td>✓</td>
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<td>Pooler WWTP, Pooler, GA</td>
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<td>Sylvania WWTP, Sylvania, GA</td>
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<tr>
<td>Georgetown WWTP, Savannah, GA</td>
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<tr>
<td>President Street WQCP Addition/ BioSolids, Savannah, GA</td>
<td>4.0</td>
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<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Statesboro WWTP, Statesboro, GA</td>
<td>1.0</td>
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<tr>
<td>Tybee Island WWTP, Tybee Island, GA</td>
<td>1.0</td>
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<td>Dunbar Creek WWTP, St. Simons Island, GA</td>
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<tr>
<td>Academy Creek WPCP, Brunswick, GA</td>
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<tr>
<td>Central Berkeley WWTP, Moncks Corner, SC</td>
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<td>Chapin WWTP, Chapin, SC</td>
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<td>Broad Creek WWTP, Hilton Head Island, SC</td>
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<td>Fripp Island WWTP, Fripp Island, SC</td>
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<td>0.75</td>
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</tbody>
</table>
2) Team's Performance on Similar Projects

Hussey Gay Bell has provided design and construction phase services for numerous WWTPs in similar size and scope. The following is a summary of similar projects demonstrating our team's volume of services and expertise adaptive to each project.

<table>
<thead>
<tr>
<th>PROJECTS</th>
<th>TEAM'S SERVICES</th>
<th>TEAM'S EXPERTISE</th>
</tr>
</thead>
</table>
Provided a best value solution to the owner working closely with the city and the contractor  
Significant savings by developing VE alternatives for demolition of the existing plant  
Maximized the existing infrastructure available at the plant  
Designed to EPA Class I Reliability standards |
| Jesup, GA                         |                                                                                |                                                                                                     |
| 2.5 MGD MBR Plant; Expansion to 3.3 MGD WWTP; Expansion to 6.0 MGD WWTP Pooler, GA | Surveying, Alternative Technology Evaluation, Antidegradation Analysis, Environmental Information Document, Design Development Report, Preliminary & Final Design, Watershed Assessment, Discharge Permit Application Preparation, Architecture, Structural, Bidding, Construction Phase Services, O&M Manual Preparation, Start-Up & Training Services | Full design and construction phase services  
Constructed on a very small tract of land next to an existing 0.98 MGD aerated lagoon facility  
Designed upgrade to 3.3 MGD and 6.0 MGD on the existing footprint  
Construction challenges including foundation modifications & piling, construction of an access road and maintenance of the existing facility during construction  
Extensive coordination between the owner, engineer and contractor to perform the upgrades while keeping the plant in operation |
| Pooler, GA                        |                                                                                |                                                                                                     |
| 2.4 MGD Chapin WWTP               | Surveying, Date Collection, Hydraulic Modeling, Conceptual/Preliminary/Final Design, Environmental, Structural, Civil/Site Development, Permitting, Construction Phase Services, O&M Manual Preparation, Start-Up & Training Services | Full design and construction phase services to double the plant capacity  
Constructed adjacent to the existing WWTP  
Designed to meet Town’s schedule & budget  
Reviewed various options for process technology and equipment selection to meet existing and future effluent requirements  
Utilized all existing infrastructure to the maximum benefit possible  
Site designed with stormwater infrastructure to provide positive drainage around structures and across access roads |
| Chapin, SC                        |                                                                                |                                                                                                     |
Multiple upgrades to WWTP for 30+ years  
Major WWTP upgrades to existing solids handling facilities  
Expertise of a variety of solids dewatering technologies  
MBR study |

RFP No. 22-015-006 WWTP Design and Construction Management
3) Project Approach/Work Plan

Project Understanding

Hussey Gay Bell understands that Effingham County requires more wastewater treatment capacity to support development than is currently available at the existing wastewater treatment plant (WWTP). The County’s existing WWTP has a wastewater treatment capacity of 1.0 million gallons per day (MGD). New industrial, commercial and residential development planned in the County is expected to generate wastewater which will quickly exceed 1.0 MGD. The County has requested engineering proposals for planning, design, permitting and construction services for a new 2.0 MGD WWTP adjacent to the existing WWTP. Hussey Gay Bell’s combination of experience with WWTP design and construction along with knowledge of Effingham County’s existing wastewater system and development perfectly aligns Hussey Gay Bell to assist the County in achieving the goals of the project. Hussey Gay Bell can start the project immediately without lengthy delays getting familiar with the needs of Effingham County.

Wastewater Treatment Processes

Hussey Gay Bell has experience with many types of wastewater treatment. In fact, Hussey Gay Bell is already familiar with the existing WWTP and the design team has quickly provided some options for the new WWTP to meet the goals of the project.

Most wastewater treatment plants use a combination of physical and biological processes. There are many types of wastewater treatment available with each having distinct advantages and disadvantages. A few of the most common types of WWTPs are listed below. All of the treatment systems below can produce reuse-quality effluent.

1. Activated Sludge Process (ASP)

The activated sludge treatment process is the most common wastewater treatment process employed today. The treatment process generally includes the processes listed below in separate tanks:

a. Primary screening to remove large debris and grit
b. Biological treatment to allow microorganisms to oxidize and assimilate organic material
c. Settling tanks to remove and recycle the microorganisms
d. Optional filtration system to remove smaller particles and microorganisms not removed in the settling tanks
e. Disinfection system to inactivate pathogens

<table>
<thead>
<tr>
<th>Advantages of the ASP include:</th>
<th>Disadvantages of the ASP include:</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Capable of handling fluctuations in wastewater influent flow rates</td>
<td>✓ Requires a relatively large footprint</td>
</tr>
<tr>
<td>✓ Capable of treating wastewater of variable contaminant concentrations</td>
<td>✓ Requires treatment and disposal of large amount of sludge</td>
</tr>
<tr>
<td>✓ Easy to operate and diagnose problems</td>
<td>✓ Operation and maintenance cost is high</td>
</tr>
<tr>
<td>✓ Easy to upgrade components as future flow rates increase</td>
<td>✓</td>
</tr>
<tr>
<td>✓ Low capital cost</td>
<td>✓</td>
</tr>
<tr>
<td>✓ Proven technology</td>
<td>✓</td>
</tr>
</tbody>
</table>

Effingham County’s existing WWTP is an ASP plant. Specifically, the existing plant utilizes an oxidation ditch for the biological processes.
2. Sequencing Batch Reactor (SBR)

SBRs became common a few decades ago for small municipalities that needed to improve wastewater treatment quality while minimizing capital and operation and maintenance costs. The SBR process shares many of the treatment processes from ASP but combines the biological and settling in the same tank.

<table>
<thead>
<tr>
<th>Advantages of the SBR process include:</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Low capital cost (lower than conventional ASP due to the reduced tankage)</td>
</tr>
<tr>
<td>✓ Small footprint</td>
</tr>
<tr>
<td>✓ Flexible treatment over a range of wastewater contaminant concentrations</td>
</tr>
<tr>
<td>✓ Proven technology</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Disadvantages of the SBR process include:</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Low flexibility for influent flow rate variations</td>
</tr>
<tr>
<td>✓ Requires uninterrupted power supply</td>
</tr>
<tr>
<td>✓ Requires skilled operation and automation</td>
</tr>
</tbody>
</table>

3. Membrane Bioreactor (MBR)

MBRs are an emerging treatment technology that is becoming common in our area for new WWTPs. MBRs include the same processes as ASP except that the settling of the activated sludge is accomplished by filtration through a membrane. The membranes eliminate the need for settling tanks and allow the biological processes to occur at much higher biomass concentrations which are normally limited by settleability.

<table>
<thead>
<tr>
<th>Advantages of MBR’s include:</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Very high effluent quality</td>
</tr>
<tr>
<td>✓ Small footprint due to elimination of settling tanks, smaller aeration basins and effluent filters</td>
</tr>
<tr>
<td>✓ Easy upgrades to meet future flow rate requirements</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Disadvantages of MBR’s include:</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ High capital cost</td>
</tr>
<tr>
<td>✓ Requires equalization of influent flow</td>
</tr>
<tr>
<td>✓ High operation and maintenance cost</td>
</tr>
<tr>
<td>✓ Requires skilled operation and automation</td>
</tr>
<tr>
<td>✓ Constantly changing technology</td>
</tr>
</tbody>
</table>

Preliminary Evaluation

Hussey Gay Bell’s design team has evaluated the goals of Effingham County’s project and performed a preliminary evaluation to determine an appropriate WWTP technology and layout. Based on the fact that the existing WWTP is an ASP oxidation ditch WWTP, Hussey Gay Bell recommends that the new WWTP retain the ASP oxidation ditch technology. This will keep capital cost down, keep operation and maintenance similar for both WWTPs and produce similar effluent qualities. Of course, Hussey Gay Bell has designed many types of WWTPs, including SBRs and MBRs, and can accommodate the preferences of the County should the County wish to pursue an alternate treatment technology.

The Hussey Gay Bell’s design team has developed a preliminary layout (see Figure A), to show how the new WWTP could be arranged and fit within the County’s existing property.
Design Phase Services

Hussey Gay Bell will begin the project by arranging a kickoff meeting with Effingham County’s staff. The kickoff meeting will be useful to determine project goals, project schedule, project milestones and lines of communication.

1. Design Development Report

Following the kickoff meeting, the design team will immediately begin discussions with Georgia EPD to determine the design and discharge criteria for the new WWTP. From these discussions, Hussey Gay Bell, along with Effingham County’s staff, will make a final determination on the treatment technology and its components. From this information, a Design Development Report summarizing relevant process and hydraulic calculations will be created and submitted to Georgia EPD for review and approval.

2. Surveying

Existing site data will be collected by topographic survey and subsurface utility engineering. Hussey Gay Bell will establish control and conduct property surveys necessary for design of the project. Geotechnical investigations will be performed at this stage of the project.

3. Preliminary Engineering (60%)

The Hussey Gay Bell design team will develop project concept drawings and documentation for the County’s review and approval. The 60% design will include a site plan showing all major equipment and process components. The design team will arrange a workshop to receive the County’s comments and discuss design details.

4. Final Engineering (90%)

The Hussey Gay Bell design team will develop detailed construction drawings and specifications for the County’s review and approval. The design team will arrange a workshop to receive the County’s comments and discuss design details.
5. Bid Documents

The Hussey Gay Bell design team will incorporate the County’s 90% comments into a final Bid Document set for permitting and bidding. The design team will produce a complete set of construction plans and specifications, including all necessary plan and detail sheets, erosion and sedimentation control, site civil, mechanical, structural, instrumentation and electrical sheets. Hussey Gay Bell will prepare permitting submittals to applicable agencies for review and approval.

Bid Phase Services

Hussey Gay Bell will provide the following Bid Phase services:

a. Pre-bid conference attendance
b. Preparation of agenda and meeting minutes
c. Assisting County staff in responding to Contractor questions by addendum.
d. Attending bid opening, reviewing bids, preparing a bid tabulation, and providing a letter of recommendation for bid award.
e. Assisting County staff in contract preparation.
f. Providing conformed plans and specifications.

Construction Phase Services

Hussey Gay Bell will perform contract administration and observation services to assist the County and the Contractor during construction of the WWTP. Construction administration tasks will include:

a. Conducting monthly project meetings.
b. Reviewing and responding to contractor Requests for Information.
c. Reviewing shop drawings.
d. Interpretation and clarification of the contract documents.
e. Processing and evaluating change orders.
f. Processing contractor pay requests.

Construction observation tasks will include:

a. Copies of field inspection logs.
b. Documentation for defective work, stored materials, and materials.
c. Interpretation and clarification of the contract documents.
d. Contractor work plan review.
e. Evaluation of proposed substitutes.
f. Full-time construction observation during active construction activities.
g. Erosion and sedimentation control inspections.
h. Observation of testing.
i. Review of applications for payment based on submitted data and schedules.
j. Review of the contractor’s record drawings.
k. Review of documentation of lost time/wet weather days.
l. Compilation and submission for Certificate of Substantial Completion.
m. Compilation and submission of Final Inspection Project Punch List.

If required by local building authority, special inspections are not included in the scope of this proposal. Special inspections are third-party structural inspections that are contracted directly with the Owner outside of the design and construction contracts.

Record Drawings and Closeout Services

Following receipt of the construction contractor’s “as-built” drawings, Hussey Gay Bell will prepare and submit the Record Drawings to the County. These will illustrate all significant changes made to the plans during the construction of the project.

Hussey Gay Bell will assist the County in closing out the project with the contractor, regulatory agencies and funding agencies.
D. Fee

We have attached the following:

- Fee Form including Fee Not To Exceed
- Anticipated Man-Hour Estimate
ATTACHMENT A

COST NOT TO EXCEED FEE PROPOSAL

surveying, concept design, preliminary design, final design, permitting, environmental, geotechnical, structural, specifications, bidding documents, construction procurement, construction contract administration, construction observation, construction inspection, and start-up assistance

CONCEPT DESIGN PHASE (Survey, concept and preliminary design, geotechnical)  
$ 305,874.00

DESIGN AND CONSTRUCTION COST ESTIMATES PHASE (permitting, structural, specifications, Bid Documents)  
$ 654,256.00

CONSTRUCTION PHASE (Procurement Contract Administration, Construction Observation, Inspection, and start-up assistance)  
$ 752,155.00

TOTAL FEE NOT TO EXCEED  
$ 1,712,285.00

Proposing Company Contact Information:

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

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

Signed: (sign manually, in ink)

(Signature of Authorized Representative of the Company)

Name Printed: Anthony Uhrich  Title: CFO & Vice President  Date: 5/25/2022
# Anticipated Man-Hour Estimate

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
<th>Concept Design Phase</th>
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**Sub-Disciplines**

- **Architectural Services**: $7,500.00 | $37,500.00 | $15,500.00
- **Wetlands Services**: $5,000.00 | $12,000.00 | $-
- **Geotechnical Investigation**: $22,000.00 | $-
- **Electrical, Mechanical & Instrumentation**: $26,345.00 | $61,481.00 | $25,270.00

**Subtotals**: $305,874.00 | $654,256.00 | $752,155.00

**Total**: $1,712,285.00
Appendix: Receipt of Addendum

We acknowledge receipt of Addendum 1 as attached.
All other terms and conditions in RFP 22-105-006 remain unchanged.

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

Please sign receipt of this Addendum No. 1 below:

Anthony Uhrich, CPA - CFO
Print Name

Signature

5/19/2022
Date

END OF ADDENDUM NO. 1
OFFICE LOCATIONS

329 Commercial Drive, Suite 200, Savannah, GA 31406
912.354.4626

1100 Brampton Avenue, Suite L-1, Statesboro, GA 30458
912.354.4626

2160 Satellite Boulevard, Suite 250, Duluth, GA 30097
770.476.7782

3830 East First Street, Suite 1, Blue Ridge, GA 30513
706.632.4981

474 Wando Park Boulevard, Suite 201
843.849.7500

1010 Gervais Street, Floor 3, Columbia, SC 29201
803.799.0444

4117 Hillsboro Pike, Suite 206, Nashville, TN 37215
615.460.7515

www.husseygaybell.com
NOTICE TO PROCEED

TO: Alliance Consulting Engineers

RE: NOTICE TO PROCEED

Task Order 22-105-006 – WWTP Design and Construction Management

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.

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: _________________________
May 26, 2022

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

RE: Professional Engineering Services for WWTP Design and Construction Management for Effingham County Board of Commissioners
Effingham County, Georgia
Proposal Number: P22085-B
Effingham County RFP No. 22-105-006

Dear Ms. Bruton,

Thank you for giving Alliance Consulting Engineers, Inc. the opportunity to present this proposal to provide Professional Engineering Services for WWTP Design and Construction Management for Effingham County. It is Alliance Consulting Engineers, Inc.’s understanding that Effingham County wishes to Design, Permit and Construct a new Two Million Gallon per Day (2 MGD) Wastewater Treatment Plant (WWTP) on County-owned land adjacent to its existing WWTP in order to provide additional wastewater treatment capacity that will assist Effingham County in serving the continued residential, commercial and industrial activities in the County. The Professional Engineering Services will include Surveying, Geotechnical Subsurface Exploration, Environmental Review, Concept Design, Preliminary Design, Structural Design, Final Design, Specifications, Permitting, Bidding Documents, Construction Procurement, Construction Contract Administration, Construction Observation, and Start-Up Assistance for the 2-MGD WWTP. Alliance Consulting Engineers, Inc. will complete this Scope of Services in conjunction with Rettew Associates, Inc. of Lancaster, Pennsylvania.

We appreciate you giving Alliance Consulting Engineers, Inc. the opportunity to provide this proposal for Professional Engineering Services for WWTP Design and Construction Management and look forward to providing services to Effingham County. Should you have any questions or comments, please do not hesitate to contact us at (843) 757-5959.

Very truly yours,

ALLIANCE CONSULTING ENGINEERS, INC.

Adam R. Hogan, P.E., LEED Green Associate
Regional Manager

cc: Mr. Deepal S. Eliatamby, P.E., Alliance Consulting Engineers, Inc.
Mr. Frank I. Turano, Alliance Consulting Engineers, Inc.
Ms. Alison Bruton, Purchasing Technician  
Effingham County Purchasing Department  
May 26, 2022 – Page 2 of 6

SCHEDULE

Alliance Consulting Engineers, Inc. can complete the WWTP Design and Construction Management as outlined in the schedule below:

- Due Diligence (including Surveying, Geotechnical Subsurface Exploration, and Environmental Review) ................................................................. 60 to 75 days
- Concept Design (concurrent with Due Diligence) ................................................................. 60 to 75 days
- Preliminary Design ............................................................................................................. 30 to 45 days
- Final Design and Specifications ....................................................................................... 60 to 75 days
- Permitting and Bidding Documents ................................................................................. 60 to 90 days
- Construction Procurement ............................................................................................... 60 to 75 days
- Construction Contract Administration, Construction Observation, and Start-Up Assistance ................................................................................. 360 to 540 days

The overall schedule will take approximately twenty-one (21) to thirty (30) months from the Notice to Proceed to completion of the project. Through the Project period, Alliance Consulting Engineers, Inc. will provide continuous, phased feedback through bi-weekly conference calls with Effingham County, and other stakeholders included as needed, and routine emails on separate parts of the WWTP Design and Construction Management, particularly for items affecting cost and schedule, as these are critical and time-sensitive components needed for growth. Alliance Consulting Engineers, Inc. believes in keeping the client engaged at every step through the course of the Project to ensure that key objectives and decisions are being made as a team to the greatest benefit of the client.

SCOPE OF SERVICES

Alliance Consulting Engineers, Inc. proposes the following Scope of Services for the WWTP Design and Construction Management for Effingham County:

**Boundary, Existing Conditions, and Topographic Survey**
Alliance Consulting Engineers, Inc. will complete a Boundary, Existing Conditions, and Topographic Survey of the 2-MGD WWTP adjacent to Effingham County’s existing WWTP. The Topographic Survey will be provided in NAVD 83 State Plane coordinates and shown with one (1)-foot contours. A permanent benchmark with horizontal and vertical coordinates will be provided. The Boundary and Existing Conditions Survey will define constraints for the 2-MGD WWTP Layout and Design.

**Geotechnical Subsurface Exploration (including Foundation Design)**
Alliance Consulting Engineers, Inc. will complete a Geotechnical Subsurface Exploration including Foundation Design for the 2-MGD WWTP. The Geotechnical Subsurface Exploration will encompass the limits of the potential WWTP footprint to evaluate the general subsurface conditions, estimate groundwater depth, evaluate backfill suitability, and develop
Ms. Alison Bruton, Purchasing Technician  
Effingham County Purchasing Department  
May 26, 2022 – Page 3 of 6

geotechnical engineering opinions and recommendations for site grading, pavement design, and construction as they relate to foundations for the WWTP components.

Twenty (20) borings are planned for the WWTP area to a total depth of twenty (20) feet below ground surface. One (1) bulk sample will be collected from the upper five (5) feet of a select boring and evaluated in a lab for percent fines, Atterberg limits, standard Proctor, and a California Bearing Ratio (CBR) test. All borings will be backfilled with auger cuttings upon completion.

A final Geotechnical Subsurface Exploration Report will be provided summarizing the field exploration procedures and laboratory test program, site and subsurface conditions, boring logs and location plan, laboratory data, groundwater measurements, seismic site classification and design parameters, site preparation and recommendations, and foundation design recommendations.

Environmental Review
Alliance Consulting Engineers, Inc. will complete a Jurisdictional Wetlands Delineation and United States Army Corps of Engineers (USACE) Verification for the proposed 2-MGD WWTP. This Jurisdictional Wetlands Delineation will consist of assessment and documentation of site conditions to determine the presence and/or absence of Wetlands areas, utilizing the three (3) parameter approach outlined in the 1987 USACE Wetlands Delineation Manual. Should any areas of the proposed site be classified as jurisdictional waters then the boundaries will be marked illustrated in a Wetlands Exhibit.

Upon completion of the Jurisdictional Wetlands Delineation, a request for an Approved Jurisdictional Determination (AJD) Application will be submitted to the USACE. The AJD Application will include a map of the estimated Waters of the US, data forms documenting the physical characteristics of sample points as to the presence or absence of the three (3) wetland components, and AJD basis forms documenting the physical characteristics of on-site streams/tributaries. The Request for AJD for the 2-MGD WWTP will be sent to the local USACE Office. Upon confirmation of the delineated jurisdictional boundaries, the USACE will provide a final AJD letter.

Concept Design
Alliance Consulting Engineers, Inc. will review Effingham County’s proposed Effluent Limits for the proposed 2-MGD WWTP, the available footprint for the WWTP, operational preferences of Effingham County’s Contract Operator in order to select the most efficient and cost-effective method for Effingham County’s proposed 2-MGD WWTP. Alliance Consulting Engineers, Inc. will present feasible treatment options to Effingham County and will work with the County to determine the selected alternative.

Preliminary Design
Upon Effingham County’s approval of the selected Concept Design alternative, Alliance Consulting Engineers, Inc. will prepare a Preliminary Design for the 2-MGD WWTP, including:

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Ms. Alison Bruton, Purchasing Technician  
Effingham County Purchasing Department  
May 26, 2022 – Page 4 of 6

- Preliminary Process and Instrumentation (P&ID) Diagram  
- Preliminary Equipment Selection and Sizing  
- General Layout Arrangement Drawing  
- Preliminary Structural Design  
- Preliminary Piping Design  
- Preliminary Electrical Design

As a part of the Preliminary Design phase, Alliance Consulting Engineers, Inc. will conduct up to three (3) site visits and meetings for review of existing project conditions and provide preliminary design and cost estimate to be reviewed by Effingham County.

**Final Design (including Structural Design and Specifications)**  
Upon Effingham County’s approval of the Preliminary Design, Alliance Consulting Engineers, Inc. will complete Final Design that includes a complete set of Construction Plans along with Design Details and Technical Specifications to include:

- General Drawings  
- Civil Drawings  
- Mechanical Drawings  
- Structural Drawings  
- Electrical Drawings

The Technical Specifications will be in the Construction Specifications Institute (CSI) format. Alliance Consulting Engineers, Inc. will prepare up to one (1) Construction Cost Opinion based on the equipment and materials included in the Final Design and Construction Plans.

**Permitting**  
Alliance Consulting Engineers, Inc. will identify and prepare necessary permits and applications to satisfy Local, State, and Federal requirements for design and construction of the project. Required documents will be prepared and submitted to Effingham County for execution, with Effingham County paying cost of permits.

**Bidding Documents**  
Alliance Consulting Engineers, Inc. will prepare Construction Documents, including plans and specifications necessary for contractor bidding of the project and assist in preparing a project advertisement and the distribution of Bid Documents. The Bid Documents will be prepared in CSI format.

**Construction Procurement**  
Alliance Consulting Engineers, Inc. will schedule and attend a Pre-Bid Meeting (if required by Effingham County) and prepare addenda to respond to bidder questions, attend the Bid Opening Meeting, compare and certify Bids received, and recommend award of the project.
Construction Administration and Construction Observation (CACO) Services

After Effingham County has awarded a construction contract to a Contractor, Alliance Consulting Engineers, Inc. will prepare the Contract Documents, including the review of the contractor’s bonds and insurance coverage for conformance to the project specifications. Upon authorization by Effingham County, Alliance Consulting Engineers, Inc. will coordinate the execution of the contract between the selected contractor and Effingham County. Alliance Consulting Engineers, Inc. will conduct the project Pre-Construction Conference and issue the Notices to Proceed. Alliance Consulting Engineers, Inc. will review the contractor’s submitted Shop Drawings, Project Schedule(s) and Public Communication Plan.

Alliance Consulting Engineers, Inc. will provide Construction Administration and Construction Observation Services for up to twelve (12) to eighteen (18) months of the project to ensure that construction is proceeding in accordance with the approved and permitted Construction Drawings. In addition to those services mentioned above, Alliance Consulting Engineers, Inc. will review Contractor Requests for Information (RFI), review monthly Pay Application reviews, attend Monthly Progress Meetings with the Contractor and Effingham County, and perform weekly Site Observation Visits with the Contractor. As construction continues, Alliance Consulting Engineers, Inc. will disapprove or reject the contractor’s work while it is in progress if the engineer believes that such work will not produce a completed project conforming to the Contract Documents or that it will compromise the integrity of the design.

In addition to the weekly Site Observation Visits, Alliance Consulting Engineers, Inc. will provide the Certified Erosion Prevention and Sediment Control Inspection (CEPSCI) as required by GA EPD. Alliance Consulting Engineers, Inc. will provide weekly Site Observation Reports and CEPSCI Reports for the Project. These weekly reports will be distributed through a weekly email to Effingham County and other project stakeholders that will include a written description and photographs of the current Construction progress and provide an update of progress related to the proposed Construction Schedule and Contract Times. In addition, Alliance Consulting Engineers, Inc. has drone capabilities in order to capture aerial photos or video of the construction progress to share with the project stakeholders and citizens. This along with the monthly progress meetings and constant communication amongst the Contractor on the project will help Effingham County to ensure that construction is completed within eighteen (18) months.

As construction approaches completion, Alliance Consulting Engineers, Inc. will receive, review, and transmit to Effingham County the contractor’s Completion Documents, which include Operating and Maintenance instructions, schedules, and guarantees; bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents; certificates of inspection, tests and approvals; Shop Drawings; and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.

Promptly after notice from the contractor that the constructed project is ready for its intended use, Alliance Consulting Engineers, Inc. personnel, accompanied by Effingham County and the
Contractor, will conduct a final site review to ascertain if the work is “substantially complete”. If after considering any comments of Effingham County, the Engineer considers the work “substantially complete”, Alliance Consulting Engineers, Inc. will deliver a Certificate of Substantial Completion to Effingham County and the Contractor. At this time Alliance Consulting Engineers, Inc. will conduct a final payment inspection to determine if the completed project of the contractor is acceptable so that the engineer may recommend, in writing, final payment.

**Start-Up Assistance**

Alliance Consulting Engineers, Inc. will complete the preparation of the Record Drawing submittal package to Effingham County within two (2) weeks of receipt of the annotated Construction Drawings and the receipt of satisfactory system testing conducted by the Contractor for all equipment within the WWTP. Once approved by Effingham County, Alliance Consulting Engineers, Inc. will submit to GA EPD a certification package for the Final Approval to Place into Operation for the WWTP. Alliance Consulting Engineers, Inc. will attend a final WWTP site visit with GA EPD, prior to the issuance of the Approval to Operate.

In addition, Alliance Consulting Engineers, Inc. will provide assistance for the start-up of the WWTP in conjunction with Effingham County, its Contract Operator, and the Contractor to ensure that the operation of the WWTP and optimized and meeting the intended limits of the effluent.

**COMPENSATION**

Compensation for the completion of the WWTP Design and Construction Management for Effingham County is $1,800,000, as noted below:

- Due Diligence (including Surveying, Geotechnical Subsurface Exploration, and Environmental Review) ................................................................. $ 140,000
- Concept Design (concurent with Due Diligence).................................................. $ 30,000
- Preliminary Design ......................................................................................... $ 240,000
- Final Design and Specifications ............................................................... $ 500,000
- Permitting and Bidding Documents ........................................................ $ 50,000
- Construction Procurement ........................................................................ $ 40,000
- Construction Contract Administration, Construction Observation, and Start-Up Assistance .............................................................. $ 800,000

This includes manhours of approximately 10,000 hours over the course of the Project based on the rates provided in Alliance Consulting Engineers, Inc.’s Indefinite Delivery Contract (IDC).
RFP No. 22-105-006 - WWTP Design and Construction Management

ATTACHMENT A

COST NOT TO EXCEED FEE PROPOSAL

surveying, concept design, preliminary design, final design, permitting, environmental, geotechnical, structural, specifications, bidding documents, construction procurement, construction contract administration, construction observation, construction inspection, and start-up assistance

CONCEPT DESIGN PHASE (Survey, concept and preliminary design, geotechnical) $170,000

DESIGN AND CONSTRUCTION COST ESTIMATES PHASE (permitting, structural, specifications, Bid Documents $390,000

CONSTRUCTION PHASE (Procurement Contract Administration, Construction Observation, Inspection, and start-up assistance) $840,000

TOTAL FEE NOT TO EXCEED $1,800,000

Proposing Company Contact Information:

| Company Name: | ALLIANCE CONSULTING ENGINEERS, INC. |
| Billing Address: | P.O. BOX 8197 | Telephone: (803) 779-2075 |
| Columbia, SC 29202 |
| Service Address: | 23 PLANTATION PARK DR., STE 204 | Telephone: (843) 758-5959 |
| Bluffton, SC 29910 |
| Representative Name: | ADAM HOGAN, PE |
| Representative Contact Address: | 124 VERDE BOULEVARD, STE 303 | Telephone: (843) 508-0110 |
| Greenville, SC 29607 | E-Mail: AHOGAN@ALLIANCECE.COM |

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

Signed: (sign manually, in ink) ____________________________
(Signature of Authorized Representative of the Company)

Name Printed: ADAM HOGAN, PE Title: REGIONAL MANAGER Date: 5/26/22
EXCEPTION SHEET

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this proposal, the Bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the Bidder's offer is in total compliance with all aspects of the proposal.

Below are the only differences between my offer and the County's proposal:

N/A

Signature: Adams Hagg                                                                 Date: 5/26/22
SUPPLEMENTAL INFORMATION
ADDENDUM NO. 1

PROJECT: RFP 22-105-006 – WWTP Design and CM

CONTACT: Alison Bruton, Purchasing Agent
912-754-2159 ablutron@effinghamcounty.org

DATE ISSUED: May 19, 2022

RFP 22-105-006 – WWTP Design and CM is hereby amended as noted herein: BIDDER TO ACKNOWLEDGE RECEIPT OF ADDENDUM BY SIGNING ON THE SIGNATURE LINE BELOW AND INCLUDING A COPY WITH SUBMITTED BID. FAILURE TO DO SO MAY, AT THE OWNER’S DISCRETION, SUBJECT THE BIDDER TO DISQUALIFICATION

1) QUESTION: Is the geotechnical report from the existing WWTP available?
   ANSWER: No.

2) QUESTION: Are record drawings for the existing WWTP available?
   ANSWER: The County has both electronic and hard copies of old plans that will be made available to the selected vendor. The hard copies are being scanned at this time.

3) QUESTION: Is there a budget for the project?
   ANSWER: No.

4) QUESTION: Will the existing WWTP remain in service or be decommissioned?
   ANSWER: Yes, it will remain in service during and after construction of the new plant.

5) QUESTION: Are there specific treatment limits required beyond GA reuse quality standards?
   ANSWER: The County’s existing permit is available on the GA-EPD website, which outlines our treatment requirements. The County is currently pursuing a surface discharge to supplement our LAS but the WLA has not been established at this time.

6) QUESTION: Will the County consider alternative forms of project delivery other than Design-Bid-Build? For example, can a team propose a Design-Build-Own-Operate, Design-Build-Finance-Operate-Transfer, or Design-Build-Lease proposal?
   ANSWER: The County has requested a traditional project delivery method due to familiarity with the process and structure of the IDC contract. The County will consider alternative forms but cannot guarantee anything other than the Design-Bid-Build method will be deemed acceptable by the Board of Commissioners. Therefore, all vendors are encouraged to submit a Design-Bid-Build proposal at a minimum and are welcome to submit an alternative proposal for consideration.
All other terms and conditions in RFP 22-105-006 remain unchanged.

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

Please sign receipt of this Addendum No. 1 below:

___________________________  ___________________________  5/26/22
Print Name                  Signature                     Date

END OF ADDENDUM NO. 1
Staff Report

Subject: Approval of Amendment 1 for the Contract with Ceres Environmental for Disaster Debris Removal
Author: Alison Bruton, Purchasing Agent & Clint Hodges, Fire Chief/EEMA Director
Department: Purchasing
Meeting Date: 7/19/22
Item Description: Consideration to approve Amendment 1 for the Contract with Ceres Environmental for Disaster Debris Removal

Summary Recommendation: Staff recommends approval of Amendment 1

Executive Summary/Background:
- The County has a pre-event contract in place for Disaster Debris Removal with Ceres Environmental.
- The initial term of the contract is until June 30, 2020, with 3 single year renewals with approval. Ceres Environmental has requested rate increases of 7.9% based on the all items index increasing 7.9%.
- No compensation will result from the pre-event contract unless an activation change order is approved by the Board of Commissioners in the event of a declared emergency.
- The contract can be terminated by either party with 30 days written notice.
- The Contract has been previously reviewed and approved to form by the county attorney.

Alternatives for Commission to Consider:
1. Approval of Amendment 1 for the Contract with Ceres Environmental for Disaster Debris Removal.
2. Do not renew the contract.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing / EEMA

Funding Source: No funding is required for the renewal of a pre-event contract. In the event of activation, funding would be provided through emergency reserves until partial reimbursement from the Federal Government.

Attachments:
1. Pre-event Contract
2. Amendment 1 and Attachment A
Contract No. 18-002 (1) – Disaster Debris Removal Services

Disaster Debris Removal Services

This document is a pre-event contract.

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

THIS AGREEMENT, made and entered into by and between the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter called the “County”), and CERES ENVIRONMENTAL SERVICES, INC. (hereinafter called the “Contractor”) of 6968 PROFESSIONAL PARKWAY EAST, SARASOTA, FL 34240, a corporation maintaining an office located in FLORIDA, for the purposes of engaging in the business of providing Disaster Debris Removal Services.

WHEREAS, the County is empowered to provide for Disaster Debris Removal Services and is further allowed by law to enter contracts; and

WHEREAS, the Contractor is willing to render the service of Disaster Debris Removal Services within the County upon the terms and conditions hereinafter set forth; and

WHEREAS, it is the expectation of each of the parties that by entering into this Agreement, and by the full and faithful observance and performance of its respective duties, obligations and responsibilities, a mutually-satisfactory relationship between them will be established and maintained;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Contractor hereby agree as follows:

COMPLIANCE WITH LAWS
The Contractor agrees to comply with all the laws of the federal government and the State of Georgia and the rules and regulations of any and all other governmental agencies relative to natural disasters. In addition, the Contractor shall comply with all present and future ordinances which have an effect on or regulate national disasters. The Contractor shall at all times comply with all applicable laws, rules, and regulations of all governmental agencies in the performance of this contract.

ANTI-DISCRIMINATION
During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
Contract No. 18-002 (1) – Disaster Debris Removal Services

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

During the performance of this contract, the contractor agrees as follows:

Under 40 U.S.C. § 3702, the contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Compliance with the Contract Work Hours and Safety Standards Act**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
Contract No. 18-002 (1) – Disaster Debris Removal Services

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3) Withholding for unpaid wages and liquidated damages. The **EFFINGHAM COUNTY BOARD OF COMMISSIONERS** (name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

**DAVIS BACON ACT**
During the performance of this contract, the contractor agrees as follows (if applicable):

**COPELAND “ANTI-KICKBACK” ACT**
During the performance of this contract, the contractor agrees as follows:

(1) Contractor: The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach: A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

**CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**
During the performance of this contract, the contractor agrees as follows:

Clean Air Act
(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act
(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Effingham County Board of Commissioners and understands and agrees that the Effingham County Board of Commissioners will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.”

DEBARMENT AND SUSPENSION
(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by EFFINGHAM COUNTY BOARD OF COMMISSIONERS (subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GEMA / EFFINGHAM COUNTY BOARD OF COMMISSIONERS (state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

BYRD ANTI LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”
**PROCUREMENT OF RECOVERED MATERIALS**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines website, [https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).”

**CHANGES**

The County reserves the right to make changes in the Services, including alterations, reductions or additions thereto. If the County elects to make the change, the County shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties.

If the contractor wishes to make changes, the contractor shall submit a written request – either a contract amendment or change order and shall not commence work on any such change until such written amendment or change order has been approved and signed by both parties.

**ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide Effingham County Board of Commissioners, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**DHS SEAL, LOGO AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

By executing this contract, the contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
Contract No. 18-002 (1) – Disaster Debris Removal Services

NO OBLIGATION BY FEDERAL GOVERNMENT
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
By executing this contract, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

AGREEMENT NOT AN EXCLUSIVE FRANCHISE
It is the understanding and intention of the parties hereto that the Agreement shall constitute a contract for Disaster Debris Removal Services; that said Agreement shall not constitute an exclusive franchise; nor shall same be deemed or construed as such.

EFFECTIVE DATE: TERM OF CONTRACT
This Agreement shall be effective and binding on the date that the last authorized signature is affixed and performance of such Agreement shall begin upon issuance of a Task Order. The initial agreement shall terminate on June 30, 2020. There will be three (3) single-year renewals. This Agreement shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

LICENSES AND TAXES
The Contractor must obtain all licenses and permits required by the County, the Federal Government and the State Government.

INDEMNITY
The Contractor agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the Contractor or its subcontractors. Contractor further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless the County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker’s Compensation Act arising out of injuries sustained by any employee of the Contractor or its subcontractors or anyone directly or indirectly employed by any of them. The Contractor’s obligation to indemnify the County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the Contractor.

IMMUNITY
Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the County, its officials, or employees are legally entitled.

INSURANCE
The Contractor shall maintain such insurance as will protect the company from claims under workmen’s compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations are by the Contractor or by any sub-contractor or anyone directly or indirectly employed by Contractor. Certificates of such insurance shall be filed with the County. The Contractor will provide the County ten (10) days’ notice in the event the Contractor’s insurance is cancelled or terminated for any reason.

*The limits of insurance are as follows:
Contract No. 18-002 (1) – Disaster Debris Removal Services

A. Commercial General Liability: Provides protection against bodily injury, including death and property damage claims arising from operations of a contractor or tenant. Minimum limits: $1,000,000 bodily injury and property damage each occurrence, and $2,000,000 Property Damage, in the aggregate.

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

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

D. Umbrella Policy: $10,000,000

Failure to obtain or maintain the appropriate insurance coverages as stated herein (and in RFP 18-002) shall be deemed a default on the part of the Contractor. The Contractor shall immediately cure a default under this provision within twenty-four (24) hours thereof. In the event Contractor does not timely cure a default under this provision, the County shall be entitled to immediately terminate this contract.

*Liability Insurance shall be effective for the duration of the contract period as described in the contract documents, including RFP 18-002 and any authorized change orders/task orders.

All insurance premiums shall be paid by the Contractor and shall be without cost to the County.

FEES:

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners.

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<th>ITEM DESCRIPTION</th>
<th>UNIT PRICE</th>
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<td>REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS.</td>
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<tr>
<td>To include limbs and trees placed on ROW under other pay items below.</td>
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<td>pay all tipping fees directly.</td>
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<tr>
<td>ITEM DESCRIPTION</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>REMOVAL OF HAZARDOUS LIMBS (HANGERS). The Contractor shall remove all hazardous</td>
<td>$88.00/tree</td>
</tr>
<tr>
<td>hanging limbs over 2&quot; in diameter and place them on public property or ROW</td>
<td></td>
</tr>
<tr>
<td>REMOVAL OF HAZARDOUS TREES (LEANERS). The Contractor shall remove all hazardous</td>
<td></td>
</tr>
<tr>
<td>trees 6&quot; in diameter and greater (measured 54&quot; above ground) and place them on</td>
<td></td>
</tr>
<tr>
<td>public property or ROW</td>
<td>$20.00/tree</td>
</tr>
<tr>
<td></td>
<td>$30.00/tree</td>
</tr>
<tr>
<td>12&quot; – 24&quot;</td>
<td></td>
</tr>
<tr>
<td>24&quot; – 36&quot;</td>
<td>$40.00/tree</td>
</tr>
<tr>
<td>36&quot; and greater</td>
<td>$50.00/tree</td>
</tr>
<tr>
<td>REMOVAL OF HAZARDOUS STUMPS. The Contractor shall remove all hazardous stumps</td>
<td></td>
</tr>
<tr>
<td>24&quot; – 36&quot;</td>
<td>$75.00/stump</td>
</tr>
<tr>
<td>36&quot; – 48&quot;</td>
<td>$85.00/stump</td>
</tr>
<tr>
<td>48&quot; and greater</td>
<td>$100.00/stump</td>
</tr>
<tr>
<td>REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove,</td>
<td>$28.00/unit</td>
</tr>
<tr>
<td>decontaminate, transport and recycle or dispose approved white goods (appliances)</td>
<td></td>
</tr>
<tr>
<td>in accordance with all federal, state, and local rules, regulations, and laws.</td>
<td></td>
</tr>
<tr>
<td>REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove,</td>
<td>$34.00/cy</td>
</tr>
<tr>
<td>haul, and dispose electronics waste in accordance with all applicable rules,</td>
<td></td>
</tr>
<tr>
<td>regulations, and laws. The e-waste will be loaded, transported, and disposed at</td>
<td></td>
</tr>
<tr>
<td>a facility approved to accept such items.</td>
<td></td>
</tr>
<tr>
<td>REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall</td>
<td>$4.89/lb.</td>
</tr>
<tr>
<td>collect and transport household hazardous wastes to a central collection site</td>
<td></td>
</tr>
<tr>
<td>identified by the County.</td>
<td></td>
</tr>
</tbody>
</table>
## Contract No. 18-002 (1) – Disaster Debris Removal Services

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.</td>
<td>$29.00 /each</td>
</tr>
<tr>
<td>REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. County to pay all tipping fees directly.</td>
<td>$0.75 /lb.</td>
</tr>
<tr>
<td>REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.</td>
<td>0-15.9 miles $8.74/cy 16.0-30.9 miles $9.19/cy 31-60 miles $10.19/cy</td>
</tr>
<tr>
<td>DEMOLITION. The Contractor shall demolish structures identified by the County as eligible for reimbursement and place on the ROW for removal.</td>
<td>$3.24/sq. ft.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMERGENCY ROAD CLEARANCE (per item 5.29 of RFP 18-002)</td>
<td>$248.00/per hour (complete)</td>
</tr>
</tbody>
</table>

## ADDITIONAL SERVICES PROVIDED AT NO COST:

A. Training and Assistance: One (1) day of training for all key personnel and assistance in all disaster debris recovery planning efforts is required.

B. Preliminary Damage Assessment: Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.

C. Mobilization and Demobilization: All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
D. Temporary Storage of Documents: The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.

E. Debris Planning Efforts: The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to; identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.

F. Reporting and Documentation: The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs.

These prices shall remain in effect for a period of 36 months, no exception.

No work outside the scope of work contained in the RFP will be performed without the advanced written consent of the County Administrator or Project Manager.

TERMINATION
The agreement between the County and Contractor can be terminated with 30 days written notice by the County based on:

a. County electing, in writing, not to exercise any of its option periods.
b. Failure of the Contractor to perform based on the Contractor’s bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the County shall have authority to terminate the contract with written notice to Contractor. The Contractor shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
c. Failure of the Contractor to abide by any of the conditions of this Agreement.
d. Any termination of the Contractor’s services shall not affect any right of the County against the Contractor then-existing or which may thereafter occur. Any retention of payment monies by the County due the Contractor will not release Contractor from compliance with the Contract documents.

Should the contract, upon expiration, be awarded to another service provider, Contractor shall cooperate with the County to assist with the orderly transfer of the functions and operations provided by the Contractor hereunder to another service provider or to the County as determined by the County in its sole discretion. Prior to termination or expiration of this Agreement, the County may require the Contractor to perform and, if so required, the Contractor shall perform certain transition services necessary to shift the support work of the Contractor to another provider or to the County itself and the County shall pay for such service at the rates set forth in this Agreement. Transition services may include but shall not be limited to the following:

1. Working with the County to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and
2. Notifying all affected service providers and subcontractors of the Service provider

Effingham County shall have the right to terminate any contract to be made hereunder for its convenience by giving written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The Vendor shall be paid for services rendered through the effective date of such termination. Further, provided a contract is awarded, if a Vendor shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Vendor, terminate the agreement with said Vendor for such default. If this agreement is so terminated, the Vendor shall be paid only for work satisfactorily completed.
TRANSFERABILITY OF CONTRACT
No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part to third persons by the Contractor without the express written consent of the County, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

ADMINISTRATION
The administration and enforcement of this Agreement shall be the responsibility of the County Administrator or his designated representative(s).

The County Administrator shall recommend that the Board of Commissioners adopt any rules and regulations required to implement or enforce the terms and conditions of this Agreement. The Contractor shall cooperate with the County Administrator or his representative(s) in any inspections and render whatever assistance they reasonably request. The Contractor agrees to follow the reasonable recommendations of the County Administrator so that the County’s reputation is in no way damaged by the Contractor’s performance.

NO AGENCY CREATED
Nothing in the Contract is intended to grant authority to the Contractor, as agent or otherwise, to bind the County to any contract, warranty, or agreement, or to subject the County to any costs, liabilities or expenses. It is expressly understood that the Contractor shall be an independent contractor with absolutely no authority to bind or obligate the County and for whom the County shall have no liability or responsibility.

CONTRACT DOCUMENTS
This agreement contains the entire understanding between the parties concerning the subject matter hereof, and no representations, inducements, or agreements, oral or otherwise, not embodied herein, shall be of any force and effect. Should, through administrative oversight, a particular requirement of RFP No. 18-002 not be expressly addressed within the body of this Agreement, the RFP language shall be referred to for guidance.

CONTRACT AMENDMENTS
It is the intention and agreement of the parties of this Contract that all legal provisions of law which are required to be inserted herein, shall be and are inserted herein. However, if by mistake or otherwise, some such provision is not herein inserted, or is not inserted in proper form, the contract may be amended provided that such amendment is in writing and signed by the parties hereto stating that said writing is an amendment or modification hereof. Any other attempts at modification, whether by course of conduct, oral or informally written agreement or whatever, shall not prevail.

SEPERABILITY OR PROVISION
If any provision of this Agreement, or its application to any person or circumstances, is invalid or unenforceable, a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of this invalid and unenforceable provision herein and the remainder of this Agreement shall not be affected thereby.

CONSTRUCTION
This Agreement shall be deemed to have been approved and accepted at Springfield, Effingham County, Georgia, and shall be construed under the laws of the State of Georgia.

HEADINGS
The use of headings, captions, and numbers herein is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in construing or interpreting any provision of the Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and their corporate seals affixed hereto on the day and year below their respective signatures.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: ______________________________
Wesley Corbitt
Chairman

ATTEST: __________________________
Stephanie Johnson
Effingham County Clerk

Date: ________________

FOR THE CONTRACTOR

BY: ______________________________
Tia Lauhe
Title: Director of Administration

Attest: ____________________________
Suzan Dunlop

Date: ________________
Amendment No. 1 to the
Contract for Disaster Debris Removal Services
Executed October 2017
between
Board of Commissioners of Effingham County
and
Ceres Environmental

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this ___ day of ______________ , 2022 by and between the County of Effingham ("COUNTY") with offices at 804 S Laurel Street, Springfield, GA 31329 and Ceres Environmental with offices at 6968 Professional Parkway East, Sarasota, FL. 34240.

WHEREAS, THE COUNTY and Ceres Environmental entered into a Contract dated October 17, 2017 for Disaster Debris Removal Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: This Amendment allows for the Contract to renew for one (1) additional year commencing upon completion of the current term, June 30, 2022 and ending on June 30, 2023.

2. Fee: This Amendment allows for an increase in the contracted fee. The annual fee will increase as shown on Attachment A.

3. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendments to the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

Ceres Environmental

By: ________________________________
Printed Name: ________________________________
Title: ________________________________
Dated: ________________________________

Effingham County Board of Commissioners

By: ________________________________
Printed Name: Wesley Corbitt
Title: Chairman
Dated: ________________________________
## Effingham County, GA - RFP No. 18-002, Ceres Environmental Services, Inc. Pricing

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Original Rate</th>
<th>CPI 7.5% fuel increase (2022)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Removal and Hauling of Vegetative Debris from ROW to DMS.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To include limbs and trees placed on ROW under other pay items below.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-15.9 miles</td>
<td>$__<em><strong>.</strong></em>/cy</td>
<td>$ 7.98</td>
<td>$8.58</td>
</tr>
<tr>
<td>16.0-30.9 miles</td>
<td>$__<em><strong>.</strong></em>/cy</td>
<td>$ 8.18</td>
<td>$8.79</td>
</tr>
<tr>
<td>31-60 miles</td>
<td>$__<em><strong>.</strong></em>/cy</td>
<td>$ 8.36</td>
<td>$8.99</td>
</tr>
<tr>
<td><strong>DMS Site Management,</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management of disaster related debris delivered to the DMS by the Contractor or County.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$__<em><strong>.</strong></em>/cy</td>
<td>$ 1.84</td>
<td>$1.98</td>
</tr>
<tr>
<td><strong>Grinding of Vegetative Debris at a DMS Provided by the County.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grinding of disaster related debris delivered to the DMS by Contractor or County.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$__<em><strong>.</strong></em>/cy</td>
<td>$ 2.68</td>
<td>$2.88</td>
</tr>
<tr>
<td><strong>Air Curtain Burning of Vegetative Debris at a DMS Provided by the County.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Burning of disaster related debris delivered to the DMS by Contractor or County.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$__<em><strong>.</strong></em>/cy</td>
<td>$ 1.28</td>
<td>$1.38</td>
</tr>
<tr>
<td><strong>Loading, Hauling, and Disposal of Vegetative Debris Reduced by Grindng from DMS to an Approved Landfill as Directed by the County.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County to pay all tipping fees directly.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-15.9 miles</td>
<td>$__<em><strong>.</strong></em>/cy</td>
<td>$ 2.75</td>
<td>$2.96</td>
</tr>
<tr>
<td>16.0-30.9 miles</td>
<td>$__<em><strong>.</strong></em>/cy</td>
<td>$ 2.95</td>
<td>$3.17</td>
</tr>
<tr>
<td>31-60 miles</td>
<td>$__<em><strong>.</strong></em>/cy</td>
<td>$ 3.20</td>
<td>$3.44</td>
</tr>
</tbody>
</table>
LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY AIR CURTAIN BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.

<table>
<thead>
<tr>
<th>Distance Range</th>
<th>Rate per cy</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-15.9 miles</td>
<td>$3.48</td>
<td>$3.74</td>
</tr>
<tr>
<td>16.0-30.9 miles</td>
<td>$3.64</td>
<td>$3.91</td>
</tr>
<tr>
<td>31-60 miles</td>
<td>$3.78</td>
<td>$4.06</td>
</tr>
</tbody>
</table>

REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS

<table>
<thead>
<tr>
<th>Distance Range</th>
<th>Rate per cy</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-15.9 miles</td>
<td>$8.08</td>
<td>$8.69</td>
</tr>
<tr>
<td>16.0-30.9 miles</td>
<td>$8.38</td>
<td>$9.01</td>
</tr>
<tr>
<td>31-60 miles</td>
<td>$8.58</td>
<td>$9.22</td>
</tr>
</tbody>
</table>

REDUCTION OF C&D DEBRIS BY GRINDING

<table>
<thead>
<tr>
<th>Rate per cy</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2.44</td>
<td>$2.62</td>
</tr>
</tbody>
</table>

REDUCTION OF C&D DEBRIS BY COMPACTION

<table>
<thead>
<tr>
<th>Rate per cy</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.85</td>
<td>$0.91</td>
</tr>
</tbody>
</table>

LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING/COMPACTION FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.

<table>
<thead>
<tr>
<th>Distance Range</th>
<th>Rate per cy</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-15.9 miles</td>
<td>$4.48</td>
<td>$4.82</td>
</tr>
<tr>
<td>16.0-30.9 miles</td>
<td>$4.98</td>
<td>$5.35</td>
</tr>
<tr>
<td>31-60 miles</td>
<td>$5.48</td>
<td>$5.89</td>
</tr>
</tbody>
</table>

REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly. (NON DMS OPTION)

<table>
<thead>
<tr>
<th>Distance Range</th>
<th>Rate per cy</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-15.9 miles</td>
<td>$8.64</td>
<td>$9.29</td>
</tr>
<tr>
<td>16.0-30.9 miles</td>
<td>$8.84</td>
<td>$9.50</td>
</tr>
</tbody>
</table>
### REMOVAL OF HAZARDOUS LIMBS (HANGERS).
The Contractor shall remove all hazardous hanging limbs over 2” in diameter and place them on public property or ROW:

<table>
<thead>
<tr>
<th>Type</th>
<th>Rate</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>31-60 miles</td>
<td>$_____./cy</td>
<td>$8.98</td>
</tr>
<tr>
<td></td>
<td>$_____./tree</td>
<td>$88.00</td>
</tr>
</tbody>
</table>

### REMOVAL OF HAZARDOUS TREES (LEANERS).
The Contractor shall remove all hazardous trees 6” in diameter and greater (measured 54” above ground) and place them on public property or ROW:

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Rate</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>6” – 12”</td>
<td>$20.00</td>
<td>$21.50</td>
</tr>
<tr>
<td>12” – 24”</td>
<td>$30.00</td>
<td>$32.25</td>
</tr>
<tr>
<td>24” – 36”</td>
<td>$40.00</td>
<td>$43.00</td>
</tr>
<tr>
<td>36” and greater</td>
<td>$50.00</td>
<td>$53.75</td>
</tr>
</tbody>
</table>

### REMOVAL OF HAZARDOUS STUMPS.
The Contractor shall remove all hazardous stumps 24” and place them on public property or ROW:

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Rate</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>24” – 36”</td>
<td>$75.00</td>
<td>$80.63</td>
</tr>
<tr>
<td>36” – 48”</td>
<td>$85.00</td>
<td>$91.38</td>
</tr>
<tr>
<td>48” and greater</td>
<td>$100.00</td>
<td>$107.50</td>
</tr>
</tbody>
</table>

### REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS.
The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws:

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$_____./unit</td>
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### RECOVERY, HAULING, AND DISPOSAL OF ELECTRONICS WASTE.
The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.

<table>
<thead>
<tr>
<th>Rate</th>
<th>Per cy</th>
<th>$</th>
<th>Total $</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$34.00</td>
<td></td>
<td>$36.55</td>
<td></td>
</tr>
</tbody>
</table>

### REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW).
The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.

<table>
<thead>
<tr>
<th>Rate</th>
<th>Per lb</th>
<th>$</th>
<th>Total $</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$4.89</td>
<td></td>
<td>$5.26</td>
<td></td>
</tr>
</tbody>
</table>

### REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES.
The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.

<table>
<thead>
<tr>
<th>Rate</th>
<th>Per each</th>
<th>$</th>
<th>Total $</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$29.00</td>
<td></td>
<td>$31.18</td>
<td></td>
</tr>
</tbody>
</table>

### REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES.
The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. County to pay all tipping fees directly.

<table>
<thead>
<tr>
<th>Rate</th>
<th>Per lb</th>
<th>$</th>
<th>Total $</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.75</td>
<td></td>
<td>$0.81</td>
<td></td>
</tr>
</tbody>
</table>

### REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS.
The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.

<table>
<thead>
<tr>
<th>Distance Range</th>
<th>Rate</th>
<th>Per cy</th>
<th>$</th>
<th>Total $</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0-15.9 miles</td>
<td>$8.74</td>
<td>$8.74</td>
<td>$9.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31-60 miles</td>
<td>$10.19</td>
<td>$10.19</td>
<td>$10.95</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
DEMOLITION.
The Contractor shall demolish structures identified by the County as eligible for reimbursement and place on the ROW for removal.

$\_\_\_\_$/sq. ft. $3.24 $3.48

EMERGENCY ROAD CLEARANCE
(please see item 5.29)

$\_\_\_\_$/per hour (complete) $248.00 $266.60

As justification for the 7.5% price increase, we would like to attach the U.S. Bureau of Labor Statistics cha (published in February 2022) that shows consumer prices are up 7.5%, with transportation services up 5.

All data taken from https://www.bls.gov/opub/ted/2022/consumer-prices-up-7-5-percent-over-year-end


<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>All Items</td>
<td>7.50%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Fuel Oil</td>
<td>46.5%</td>
<td>0.115</td>
</tr>
<tr>
<td>Motor Fuel</td>
<td>40%</td>
<td>3.822</td>
</tr>
<tr>
<td>Gasoline (All types)</td>
<td>40%</td>
<td>3.822</td>
</tr>
<tr>
<td>Transportation Services</td>
<td>5.6%</td>
<td>5.599</td>
</tr>
</tbody>
</table>

Consumer Price Index for All Urban Consumers, 12-month percent change, by expenditure category, January 2022

[Graph showing various categories with percentage changes and relative importance weights]
Staff Report

Subject: Consideration for renewal of Lease Agreement with Crown Castle for the Cell Tower located at 247 Church Road
Author: Alison Bruton, Purchasing Agent
Department: Administration
Meeting Date: July 19, 2022
Item Description: Consideration for renewal of Lease Agreement with Crown Castle for the Cell Tower located at 247 Church Road

Summary Recommendation: Crown Castle has proposed two options for renewal and staff recommend Alternate 1 as explained in the executive summary.

Executive Summary/Background:
- The current lease with Crown Castle will expire on September 10, 2022. Crown Castle would like to negotiate a new agreement to remain on the property and proposes the following:
  - **Lease Amendment.** Amend the current lease to:
    - Add five (5) four-year renewal terms; the new expiration date would be Sep 10, 2042
    - Increase the current rent from $17,418.24/year to $18,114.97/year effective Sep 11, 2022
    - Reduce the rent escalation rate from 20% per term to 4% per year with the first 4% increase on Sep 11, 2022
    - Submit a $30K lump sum payment 60 days after signing the amendment
  - **Perpetual Easement.** A $450K lump-sum payment for a perpetual easement over the 4,900 SF leased area and the associated access and utility easement – OR –
- Crown Castle had originally requested a 3% rate increase each year, but agreed to a 4% increase. They will draft the new documents based on the Commissioner’s decision.

Alternatives for Commission to Consider
1. Move forward with a Lease Amendment with Crown Castle with an expiration date of Sept. 10, 2042, a 4% annual rate increase, and a $30K lump sum payment
2. Move forward with the Perpetual Easement with Crown Castle for a lump-sum payment of $450K
3. Take no action.

Recommended Alternative: 1
Other Alternatives: 2, 3
Department Review: County Manager, County Attorney
Funding Source:
Attachments:
1. Email from Crown Castle
2. Current Lease with Crown Castle
To: TCallanan@EffinghamCounty.org
Subject: RE: Cell Tower @ 247 Church Rd (Effingham Co | Crown Site No. 809405)

Dear Mr. Callanan,

Thanks for taking my call April 13th regarding our cell tower lease NW of the Sheriff’s Office and Animal Shelter. As you know, the lease expires on Sep 10, 2022. We would like to negotiate an agreement to remain on the property beyond that date. We are proposing the following two alternatives:

1. **Perpetual Easement.** A $450K lump-sum payment for a perpetual easement over the 4,900 SF leased area and the associated access and utility easement

   or

2. **Lease Amendment.** Amend the current lease to:
   a. Add five (5) four-year renewal terms; the new expiration date would be Sep 10, 2042
   b. Increase the current rent from $17,418.24/year to $17,940.79/year effective Sep 11, 2022
   c. Reduce the rent escalation rate from 20% per term to 3% per year with the first 3% increase on Sep 11, 2022
   d. Submit a $30K lump sum payment 60 days after signing the amendment

Please let me know if you believe either of these proposals can be supported. I can have draft documents prepared for your review and edits if you wish.

Respectfully,
Phillip

PHILIP LAZZARA
Government Real Estate Acquisition Specialist
W: (941) 309-1613 | M: (727) 644-3566

CROWN CASTLE
301 North Cattlemen Road. Ste 200, Sarasota, FL 34232
CrownCastle.com

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From: Lazzara, Philip <Philip.Lazzara@crowncastle.com>
Sent: Monday, April 5, 2021 11:29 AM
To: TCallanan@EffinghamCounty.org
Subject: RE: Cell Tower @ 247 Church Rd (Effingham Co | Crown Site No. 809405)

Hi Mr. Callanan,

I hope you are doing well. May I please schedule a brief call with you one day next week regarding our current cell site on County property?

The address is 247 Church Rd. The site sits on the west side of CR 21, north of the County complex. Please see the map and photo below.

My availability is:
Mon, Apr 12, 1pm – 4pm
Tue, Apr 13, 10am – 2pm
OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement") is made this 1 day of June, 1998, by and between The Board Of Commissioners of Effingham County, Georgia ("Optionor") and Powertel/Atlanta, Inc. ("Optionee").

I. OPTION TO LEASE

1. Grant of Option. For good and valuable consideration and the mutual promises herein set forth Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease a certain parcel or parcels of real property more particularly described on Exhibit "A" attached hereto ("Property") together with an easement for ingress, egress and utilities for the duration of the lease on the property which is more particularly described on Exhibit "B" attached hereto ("Easement"). Optionor agrees and acknowledges that Optionee may at Optionee’s sole cost and expense have a metes and bounds survey prepared of the Property and the Easement and that the legal description of the Property and the Easement as shown on the survey shall thereafter become the legal description of the Property and the Easement.

2. Option Initial Term. The initial term of this Option shall be for six (6) months from the date this Option is executed by Optionee ("Option Initial Term").

3. Consideration for Option. Consideration for the Initial Term of the Option granted hereunder shall be Five Hundred and No/100 Dollars ($500.00) ("Option Consideration"). This payment by Optionee to Optionor shall be credited in full to the first year's rental payment due Optionor if this Option is exercised by Optionee.

4. Extension of Option. This Option can be extended at the discretion of Optionee for no (0) additional period(s) of six (6) months each ("Option Renewal Term(s)") by Optionee paying to Optionor the additional consideration of N/A and N/A/100 Dollars ($N/A) prior to the expiration of the then existing term of this Option. Any consideration paid by Optionee to extend the term of this Option shall be credited in full to the first year's rental due Optionor if this Option is exercised by Optionee.

5. Optionor's Representations and Warranties. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee’s successors and assigns that:

(a) Optionor has good and marketable title to the Property and the Easement free and clear of all liens and encumbrances other than those liens and encumbrances shown on Exhibit "C" attached hereto. Optionee may at Optionee's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance on the Property. In the event that Optionee objects to any defect or cloud on title to the Property, Optionee may declare this Option and any obligation of Optionee to lease the Property or acquire the Easement to be void and of no further
force or effect whereupon this Option shall become null and void and there shall be no further liability of Optionee to Optionor;

(b) Optionor has the authority to enter into and be bound by the terms of this Option;

(c) There are no pending or threatened administrative actions including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Property; and

(d) The Property is not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Property or the Easement until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. **Taxes.** Any ad valorem taxes or other special assessment taxes attributable to the Property and the Easement during the Initial Term and any Renewal Term of the Option shall be paid by Optionor.

7. **Liquidated Damages.** In the event the closing does not occur due to a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

8. **Inspections and Investigations.** Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Property and the Easement at any time after the date of this Option, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Property and the Easement. Optionor shall provide Optionee with any necessary keys or access codes to the Property if needed for ingress and egress, Optionee shall not unreasonably interfere with Optionor's use of the Property or the Easement in conducting these activities.

9. **Further Acts.** Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Property and the Easements and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental authorities which applications relate to Optionee's intended use of the Property including but not limited to land use and zoning applications.
II. LEASE AGREEMENT

10. **Exercise of Option.** Upon the tender of written notice of Optionee's intent to exercise the Option, the terms of this Agreement applying to the lease of the Property and grant of the Easements shall govern the relationship of the parties and Optionor shall thereafter be referred to as Lessor and Optionee shall thereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

11. **Use.** The Property may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of towers, antennas, or buildings, and related facilities and activities. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Property (the "Governmental Approvals"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease.

12. **Initial Term.** The term of this Lease shall be four (4) years commencing on the Commencement Date, as that term is defined in paragraph 10, and terminating on the fourth anniversary of the Commencement Date ("Initial Term").

13. **Renewal Terms.** Lessee shall have the right to extend this Lease for five (5) additional four (4) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in paragraph 14(c). This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least 90 days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

14. **Consideration.**

(a) Upon the Commencement Date, Lessee shall pay Lessor the sum of Seven Thousand and No/100 Dollars ($7,000.00) per annum as rental ("Rent"). Rent shall be payable on the Commencement Date in advance and on each anniversary of the Commencement Date thereafter to Lessor at Lessor's address as specified in Paragraph 27 below;

(b) If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination ("Termination Date"), and in the event of termination for any reason other than nonpayment of Rent, all Rents paid in advance of the Termination Date for that period after the Termination Date shall be refunded to Lessee; and

(c) In the event that Lessee elects to renew this Lease as provided in paragraph 13, Rent shall accrue during the Renewal Terms in accordance with the following schedule:

<table>
<thead>
<tr>
<th>First Renewal Term</th>
<th>$ 8,400.00 per annum</th>
</tr>
</thead>
</table>

Option and Lease
Powertel/Atlanta, Inc.
15. **Lessor's Representations and Warranties.** Lessor represents and warrants that Lessee's intended use of the Property as a site for the transmission and receipt of wireless communication signals, for the construction and maintenance of towers, antennas or buildings; and related facilities ("Intended Use") is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations. Lessor further represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Property which will interfere with or constructively prohibit Lessee's Intended Use of the Property. Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

16. **Conditions Subsequent.** In the event that Lessee's Intended Use of the Property is actually or constructively prohibited through no fault of Lessee or the Property is, in Lessee's opinion, unacceptable to Lessee then this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

17. **Interference.** Lessor shall provide Lessee with advance written notice before Lessor uses or grants other persons or entities a lease, license or other right of use of any portion of adjacent real property owned by Lessor for activities which might reasonably be anticipated to cause interference with Lessee’s wireless communications activities. Said notice shall set forth the type of activity proposed to be conducted and, if the activity involves the receipt and transmission of wireless communications signals, the frequency of operation and location of said equipment. Lessee shall have a period of thirty (30) days from the date of receipt of said notice to conduct an intermodulation analysis of the proposed use. In the event that Lessee can demonstrate with objective, technical data or information that the proposed use shall cause interference with the operation of the Equipment, Lessor shall not permit the proposed use to be conducted. In the event that Lessor enters into an agreement for such a use, Lessor shall require that such persons or entities rectify any interference to Lessee's Wireless Communications Activities caused directly or indirectly by its activities on the adjacent property within forty-eight (48) hours.

18. **Improvements; Utilities; Access.**

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Property improvements, personal property and facilities, including without limitation, towers, a structural tower base, radio transmitting and receiving antennas, communications equipment, an equipment cabinet or shelter and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessee shall have the obligation to remove all of the above ground portions of the Tower Facilities following any termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut,
and keep trimmed and cut all tree limbs which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. In the event that the tower to be constructed by Lessee on the Property is a guyed tower, Lessor also grants Lessee an easement over Lessor's real property during the Initial Term and any Renewal Term of this Lease for any guy wires and guy wire anchors.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Property (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Easement to service the Property and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall at all-times during this Lease enjoy ingress, egress, and access from the Property to an open and improved public road which presently exists and which Easement shall be adequate to service the Property and the Tower Facilities. If no such public road exists or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Property and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement.

19. **Termination.** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon 30 days' written notice by Lessee to Lessor if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary to the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason or no reason at all upon six (6) months advance written notice from Lessee to Lessor.
20. **Subleases.** Lessee at its sole discretion shall have the right without any need to obtain the consent of Lessor to license or sublease all or a portion of the Property and the Tower Facilities to others whose business includes the provision of wireless communication services. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower and to erect additional improvements on the Property including but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters on the Property as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Property by said licensee(s) and sublessee(s) together with rights of ingress and egress to the Property and the right to install utilities on the Property as if said licensee or sublessee were the Lessee under this Lease.

21. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Property. Lessee shall pay as additional Rent any increase in real property taxes levied against Property which are directly attributable to Lessee's use of the Property and Lessor agrees to furnish proof of such increase to Lessee. In the event that Lessor fails to pay when due any taxes affecting the Property or the Easement, Lessee shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent.

22. **Destruction of Premises.** If the Property or the Tower Facilities are destroyed or damaged so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee.

23. **Condemnation.** If a condemning authority takes all of the Property, or a portion sufficient in Lessee's determination, to render the Property in the opinion of Lessee unsuitable for the use which Lessee was then making of the Property, this Lease shall terminate as of the date the title vests in the condemning authority. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Property (which for Lessee shall include, where applicable, the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses). A sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.

24. **Insurance.** Lessee shall purchase and maintain in full force and effect throughout the Initial Term and any Renewal Term such public liability and property damage policies as Lessee may deem necessary. Said policy of general liability insurance shall provide a combined single limit of $2,000,000 and shall name Lessor as an additional insured.

25. **Environmental Compliance.** Lessor warrants and represents that, to the best of Lessor's knowledge, the Property, the Easement and the improvements thereon are free of contaminants, oils, asbestos, PCB's, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal,
state or local government authority ("Hazardous Materials"). This Lease shall at the option of Lessee terminate be void and of no further force or effect if Hazardous Materials are discovered to exist on the Property through no fault of Lessee after Lessee takes possession of the Property and Lessee shall be entitled to a refund of all the consideration given Lessor under this Lease.

26. **Environmental Indemnities.**

(a) Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Property and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee.

27. **Notices.** All notices, requests, demands and other communications herewith shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Lessor, to:

Assistant Administrator
Board Of Commissioners of Effingham County
P. O. Box 307
Springfield, GA 31329

If to Lessee, to:

PowerTel/Atlanta, Inc.
1233 O.G. Skinner Drive
West Point, GA 38133
Attn.: Legal Department

28. **Title and Quiet Enjoyment.** Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Property and the Easement free and clear of any liens, encumbrances or mortgages except those liens and encumbrances disclosed in Exhibit "C" attached hereto; and (iii) the Property constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Property during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including attorneys fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct.

29. **Assignment.** Any sublease, license or assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease. Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Tower Facilities, and
may assign this Lease and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee’s Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than 10 days after the receipt of the default notice. Lessee may assign this Lease without the consent of Lessor to an affiliate of Lessee or to an entity which acquires Lessee’s communications license. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Property during a 30-day period commencing upon the Secured Party’s receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

30. **Successors and Assigns.** This Lease shall run with the Property described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

31. **Waiver of Lessor’s Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

32. **Hold Harmless.** Lessee agrees to hold Lessor harmless from any and all claims arising from the installation, use, maintenance, repair or removal of the Tower Facilities, except for claims arising from the negligence or intentional acts of Lessor, its employees, agents or independent contractors.

33. **Miscellaneous.**

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney’s fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(d) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.
(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Property and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is situated.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(h) Lessee may file of record in the property records in the county in which the Property and Easement(s) are located a Memorandum of Lease which sets forth the names and addresses of Lessor and Lessee, the legal description of the Property and the Easement(s), the duration of the Initial Term and the quantity and duration of the Renewal Terms.

(i) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Property and the Easements and to take such action as Lessee may reasonably require to effect the intent of this Lease. Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's intended use of the Property including but not limited to land use and zoning applications.

(j) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by the each of the parties, it being understood that all parties need not sign the same counterpart.

IN WITNESS WHEREOF, Optionor and Optionee have executed this Lease as of the date first written above.
OPTIONOR:

Signed, sealed and delivered this 31st day of May, 1991 in the presence of:

Richard Jones
Unofficial Witness

Sandra Anderson
Notary Public

My Commission Expires: __________
My Commission Expire Aug. 7, 2000

By: Lamar Crosby
Name: Lamar Crosby
Title: County Administrator

By: Sandra Anderson
Name: Sandra Anderson
Title: County Clerk

(NOTARIAL SEAL/STAMP)  (CORPORATE SEAL)
OPTIONEE:

Powertel/Atlanta, Inc.

By: Walter R. Pottiss

Title: EVP/GM

(CORPORATE SEAL)

Signed, sealed and delivered this 9th day of June, 1992,
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: __________

OFFICIAL NOTARY SEAL
PATRICIA HARTLEY
Commission # CC 162256
My Commission Expires: April 30, 2001

Option and Lease
Powertel/Atlanta, Inc.
EXHIBIT "A"

LEGAL DESCRIPTION OF
PROPERTY

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

Commencing at the intersection of Highway 119 and Highway 21, thence north 20 degrees 7 minutes 25 seconds west, a distance of 1476.76 feet to a point; thence south 49 degrees 22 minutes 59 seconds west, a distance of 117.44 feet to a point, said point being the Point of Beginning; thence south 40 degrees 37 minutes 01 second east, a distance of 17.50 feet to a point; thence south 49 degrees 22 minutes 59 seconds west, a distance of 70.00 feet to a point; thence north 40 degrees 37 minutes 01 second west a distance of 70.00 feet to a point; thence north 49 degrees 22 minutes 59 seconds east, a distance of 70.00 feet to a point; thence south 40 degrees 37 minutes 01 second east, a distance of 52.50 feet to a point being the same Point of Beginning.
Staff Report

Subject: Ratification of Approval of emergency repairs at the I16 well
Author: Alison Bruton, Purchasing Agent
Department: Water/Sewer
Meeting Date: July 19, 2022
Item Description: Ratification of Approval of emergency repairs at the I16 well

Summary Recommendation:

Executive Summary/Background:
- Over the weekend of July 2nd, EOM staff had to operate the well at I16 by hand due to the pump overheating and tripping out. Their Industrial team checked the motor and it shows signs of deterioration in the winding insulation. The motor needed to be replaced quickly. EOM estimated the cost for the motor, crane, install, and etc. to be approximately $25,000 and requested approval.
- County Manager Callanan approved the repairs up to $25,000 to avoid delays and further issues. Now that a majority of the invoices have been received, the total fee is as follows:
  - Motor replacement/freight: $15,139.20
  - EOM Industrial/Mechanical Crew Labor: $2,466.12
  - CED Invoice not yet received: should be less than $1,000
- As this was an unexpected failure and not budgeted, EOM and County staff agreed to use funds that were budgeted for the Goshen Well repairs.

Alternatives for Commission to Consider
1. Ratification of approval of emergency repairs at the I16 well utilizing the Goshen Well repair budgeted funds
2. Take no action

Recommended Alternative: 1
Other Alternatives: 2
Department Review: County Manager, Finance, EOM, Asst. County Manager,
Funding Source: Goshen Well line item
Attachments:
1. Invoice from Industrial Electro Mechanics
2. Email from EOM
Bill To:
EOM Public Works LLC
480 Edsel Drive, Suite 100
Richmond Hill, GA 31324

<table>
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<tr>
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Subtotal: 15,139.20
Other: 0.00
7.000% Sales Tax 1: 1,059.74
0.000% Sales Tax 2: 0.00
Total: 16,198.94

Thank You!
Attached is a copy of the motor invoice we just received. Crane truck used was the same size as the boom truck so no charge for this usage and 10 hours has been used against the annual allotted boom truck hours. There should be one invoice left from CED that is under $1000 but we still have not received it. Total for the Industrial/Mechanical crew labor is $2466.12.

Kristen Hudspeth Achtziger
Chief Operating Officer
480 Edsel Dr. | Richmond Hill | GA | 31324
Visit Our Divisions

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Good Morning, Just following up. Has anything been received for this? I need to get this updated asap for the agenda.

Alison M. Bruton | Purchasing Agent
Effingham County Board of Commissioners
Find our current bid opportunities at https://www.effinghamcounty.org/279/Purchasing-Procurement
Please take note of our new address!
804 S. Laurel St., Springfield, GA. 31329
Staff Report

Subject: Approval of Change Order #1 with S & ME, Inc. for a Rental Community Analysis

Author: Alison Bruton, Purchasing Agent

Department: Development Services

Meeting Date: July 19, 2022

Item Description: Change Order #1 with S & ME, Inc. for a Rental Community Analysis

Summary Recommendation: Staff recommends approval of Change Order #1 with S & ME, Inc. for a Rental Community Analysis

Executive Summary/Background:

- S & ME, Inc. is currently under contract with Effingham County as a Planning Consultant for Development Services Code Revisions to assist with the Comprehensive Plan revisions, Zoning Ordinance, Subdivision Regulations, and other updates.
- S & ME, Inc. has submitted an additional proposal for Professional Planning Services for a Rental Community Analysis. The breakdown for this change order is as follows:
  - Peer Community Identifications and Outreach - $2,400.00
  - Summary Memorandum - $2,000.00
- The current contract with S & ME, Inc. is for $172,440.00 and this change order will add an additional $4,400.00 bringing the new contract total to $176,840.00.

Alternatives for Commission to Consider

1. Approval of Change Order #1 with S & ME, Inc. for a Rental Community Analysis in the amount of $4,400.00 for a new contract total of $176,840.00
2. Deny the Change Order
3. Take no action

Recommended Alternative: 1

Other Alternatives: 2, 3

Department Review: Development Services, Purchasing

Funding Source: Development Services Operating Budget

Attachments:

2. Change Order #1
Contract No. 22-001 – Professional Services – Planning Consultant for Development Services Code Revisions

Services Contract

Between

Effingham County Board of Commissioners and S & ME, Inc.
601 North Laurel Street 3201 Spring Forest Road
Springfield, GA 31329 Raleigh, NC 27616

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

WITNESSETH

WHEREAS, the Board desires to engage a qualified company as specified in RFP 22-001 - PROFESSIONAL SERVICES - PLANNING CONSULTANT FOR DEVELOPMENT SERVICES CODE REVISIONS; and

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

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

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The scope of services and the terms and conditions of performance shall be as specified in this document and in RFP 22-001 - PROFESSIONAL SERVICES - PLANNING CONSULTANT FOR DEVELOPMENT SERVICES CODE REVISIONS and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I-2 CONTRACT.
This Contract is not to exceed the amount of $172,440.00:
- Phase I: Comprehensive Plan - $96,300
- Phase II: Regulatory Code Updates - $52,160
- Phase III: Staff Report and Ordinance Prep - $15,820
- Travel/Reimbursements: $8,160

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

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

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

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

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

SECTION I-9 INDEMNIFICATION.
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Contractor, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable.
The Contractor's obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in this Contract or by the scope and amount of insurance maintained by the Contractor.

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

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

SECTION I-11 PROHIBITED INTERESTS.
A. Conflict of Interest: The Contractor and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further agrees that, in the performance of the Contract no person having such interest shall be employed.
B. Statement of disclosure: Contractor must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.
Contractor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. Remote interest as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. Family as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.
SECTION I-12 AUDITS AND INSPECTIONS.
At any time during normal business hours and as often as the County may deem necessary, the Contractor and its subcontractors shall make available to the County and/or representatives of the County, examination all of its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the County to audit, inspect, examine and make copies, excepts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Contractor as requested by the County.

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

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

All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be transmitted by certified mail, postage prepaid, to Sarah Sinatra Gould, S & ME, Inc., 3201 Spring Forest Road, Raleigh, NC., 27616. It shall be Contractor's responsibility to inform the County of any change to this contact address.

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

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

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

ARTICLE II
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

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

See attachment A for fee schedule.

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

All invoices shall contain the following:
Date services performed
Detailed account of services performed
Location of services performed
Name of employee providing said services
Name of County employee requesting said services

No work shall take place without advanced written approval of the County's engineering department. If the Contractor commences any work prior to receiving written approval, he does so at his own risk.
Contract No. 22-001 – Professional Services – Planning Consultant for Development Services Code
Revisions

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

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

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

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

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

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

ARTICLE III
INSURANCE REQUIREMENTS

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

General Information that shall appear on a Certificate of Insurance:

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

Limits of Insurance:

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

Special Requirements:

A. Claims-Made Coverage: The limits of liability shall remain the same as the occurrence basis, however,
Contract No. 22-001 – Professional Services – Planning Consultant for Development Services Code
Revisions

the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of
Insurance shall state the retroactive date and the coverage is claims-made.
B. Extended Reporting Periods: The contractor shall provide the County with a notice of the election to
initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
C. Reporting Provisions: Any failure to comply with reporting provisions of the policies shall not affect
coverage.
D. Cancellation/Non-Renewal Notification: Each insurance policy shall be endorsed to state that it shall
not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail,
return receipt, has been given to the County.
E. Proof of Insurance: Effingham County shall be furnished with certificates of insurance and original
endorsements affecting coverage required by this invitation. The certificates and endorsements are to be
signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance
are to be submitted prior to, and approved by, the County before services are rendered. The
CONTRACTOR must ensure Certificates of Insurance are updated for the entire term of the Contract.
F. Insurer Acceptability: Insurance is to be placed with an insurer having an A.M. Best's rating of A and a
five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a
five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
G. Lapse in Coverage: A lapse in coverage shall constitute grounds for contract termination by Effingham
County Board of Commissioners.
H. Deductible and Self-Insured Retention: Any deductibles or self-insured retention must be declared to,
and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate
such deductibles or self-insured retention as related to the County, its officials, officers, employees, and
volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims
and related investigation, claim administration and defense expenses

Additional Coverage for Engineering, Architectural and Surveying Services:

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

ARTICLE IV
WAIVERS AND EXCEPTIONS

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

ARTICLE V
GENERAL PROVISIONS

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

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

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

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

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

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

This 13 day of September, 2021.

S & ME, INC.

Signature

Place-making group leader

Title

Witness - Signature

Witness - Title

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

WESLEY CORBITT, CHAIRMAN

Attest:

Stephanie Johnson, County Clerk

CONTRACT NO. 22-001

COMMISSION APPROVAL DATE:

09/07/2021
FEE PROPOSAL
## FEE PROPOSAL

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<th>Project Manager</th>
<th>Planning Director (Senior Planner)</th>
<th>Senior Planner</th>
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<th>Planners</th>
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<td>16</td>
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<td>4</td>
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S&ME, Inc.
Change Order # 1

Project: 22-001 – Planning Consultant for Dev. Services

Contract Date: 09/07/2021

Change Order Effective Date: 07/19/2022

Change Order Issued to:  S & Me, Inc.
3201 Spring Forest Road
Raleigh, NC 27616

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

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<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
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<td>1</td>
<td>Peer Community Identification and Outreach</td>
<td>$2,400.00</td>
<td>$2,400.00</td>
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<tr>
<td>2</td>
<td>Summary Memorandum</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
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</table>

The original Contract Sum was..........................................................$ 172,440.00
Net change by previously authorized Change Orders............................$ 0
The Contract Sum prior to this Change Order was......................................$ 172,440.00
The Contract Sum will be decreased by this Change Order.........................$ 4,400.00
The new Contract Sum including this Change Order will be.........................$ 176,840.00
The Contract Time will be increased by 0 days
The Time allowed for completion is therefore remains unchanged

Owner
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

Contractor
S & Me, Inc.
3201 Spring Forest Road
Raleigh, NC 27616

By: ________________________________  By: ________________________________

Date: ______________________________  Date: ______________________________
June 15, 2022

Eric W. Larson, PE, AICP, CFM, CPSWQ
Assistant County Manager
Effingham County Board of Commissioners via email: elarson@effinghamcounty.org

Reference: Proposal for Professional Planning Services - Rental Community Analysis

Dear Mr. Larson:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this additional services proposal to perform professional planning services. This proposal describes our understanding of the project, outlines our approach, schedule, and proposed fees for these services.

SCOPE

S&ME shall conduct a review of existing policies and ordinances from peer communities that have adopted regulations regarding single-family rental communities. Phone or video interviews may be conducted with peer communities to determine the effectiveness and intended/unintended consequences of various policy approaches. Based on these findings, S&ME will prepare a summary memorandum of the findings.

TASK 1: PEER COMMUNITY IDENTIFICATION AND OUTREACH

S&ME will prepare a list of cities and counties within Georgia to research and contact (up to 4 communities) who have enacted ordinances or regulations relating to single-family rental communities. S&ME will review the corresponding regulations and conduct a phone or video interview with applicable staff, if necessary, to understand the status and any feedback relating to the legislation.

TASK 2: SUMMARY MEMORANDUM

S&ME will prepare a summary memorandum of the findings that includes:

- A list of the peer communities interviewed and researched
• Interview questions
• A summary of each peer community interview describing effectiveness
• Ordinance and/or regulation summary
• Implementation status or regulations

SCHEDULE
The project shall be completed within 30 days upon written receipt of the Notice to Proceed from Effingham County staff.

FEE
For work under this Scope of Services, Effingham County shall compensate $4,400 to complete these tasks by Lump Sum.

<table>
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<th>Task</th>
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<th>Project Professional ($100/hr)</th>
<th>Total Per Task</th>
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<td>$4,400</td>
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</table>

EXCLUDED SERVICES
Without intending to provide an exhaustive list or description of all services or potential services that may be required and that S&ME can provide, the following services are specifically excluded from this proposal.

• Additional meetings
• Ordinance amendments, which are provided for under the Code Amendments contract, #21-7447

AUTHORIZATION
An Agreement for Services (AS-071) is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of our services.
CLOSURE

S&ME appreciates the opportunity to submit this proposal to provide our services for this project. If you have any questions regarding the outlined scope of work, or if we may be of any further assistance, please call.

Sincerely,

S&ME, Inc.

Sarah Sinatra Gould, AICP
Placemaking Group Leader
sgould@smeinc.com
954-205-3272 (mobile)

Enclosures: Agreement for Services (Form AS_071)
Staff Report

Subject: 2020 County Building projects – Design contract Amendment #1
Author: Eric Larson, Asst. County Manager
Department: County Engineering
Meeting Date: July 19, 2022
Item Description: Approve a change order to authorize design changes associated with the Prison Maintenance building and Fire Station 15 construction services.

Summary Recommendation:
Due to numerous construction related meetings and additional services by the designer on Fire Station #15, and a need to redesign and expand the maintenance building planned for the law enforcement campus, an amendment to the Design contract is needed. The design consultant, DPR Architecture, have submitted a contract addition to perform the needed changes.

Executive Summary/Background:
- DPR was contracted for the design and construction support for 6 buildings on April 10, 2020.
- Original contract amount = $165,450
- Contract Amendment #1 = $65,900
- Revised contract amount = $231,350

Alternatives for Commission to Consider
1 - Approve contract amendment #1 with DPR Architecture in the amount of $65,900.
2 – Take no action and request more information.
3 - Deny. Re-design services will still be needed. A request for proposals will have to be issued.

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2

Department Review: County Engineering; County Attorney

Funding Source: SPLOST.

Attachments: 1. Contract Amendment #1
FOR PROFESSIONAL SERVICES RENDERED:

Date 30-Jun-22

Effingham County Board of Commissioners
Mr. Eric Larson
Assistant County Manager
601 N. Laurel St.
Springfield GA 31329

In accordance with proposal for Architect's Services
dated April 13, 2020 the statement of your account is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Proposed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 New Design for Maintence Building</td>
<td>$ 51,200.00</td>
</tr>
<tr>
<td>a. Architectural</td>
<td>$ 22,000.00</td>
</tr>
<tr>
<td>b. Mechanical Electrical Plumbing Inc Generator</td>
<td>$ 10,600.00</td>
</tr>
<tr>
<td>c. Civil</td>
<td>$ 7,600.00</td>
</tr>
<tr>
<td>d. Structural</td>
<td>$ 6,500.00</td>
</tr>
<tr>
<td>e. Survey</td>
<td>$ 2,500.00</td>
</tr>
<tr>
<td>f. Contract Administration</td>
<td>$ 3,500.00</td>
</tr>
<tr>
<td>g. Less amount on Maintence building contract</td>
<td>$ (1,680.00)</td>
</tr>
<tr>
<td>Subtotal:</td>
<td>$ 51,020.00</td>
</tr>
<tr>
<td>2 Soil Testing</td>
<td></td>
</tr>
<tr>
<td>3 Matererial testing (during construction)</td>
<td>$ 8,200 Estimate</td>
</tr>
<tr>
<td>4 Additional services on existing contract</td>
<td>$ 3,500.00</td>
</tr>
<tr>
<td>a. Second Bid of the Hodgeville Rd Station 15</td>
<td></td>
</tr>
<tr>
<td>b. Additional site visits to Station 15 for the</td>
<td></td>
</tr>
<tr>
<td>for the Slab Anchor Bolt, Remediation and project</td>
<td></td>
</tr>
<tr>
<td>c. Not bidding / constructing all 6 Projects at the same time</td>
<td></td>
</tr>
<tr>
<td>TOTAL PROPOSED CHANGE ORDER</td>
<td>$ 65,900.00</td>
</tr>
<tr>
<td>Total Change Orders to Date</td>
<td>$ -</td>
</tr>
<tr>
<td>Total Proposed New Contract Sum</td>
<td>$ 231,350.00</td>
</tr>
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</table>

Owner
Effingham County Board of Commissioners
804 S. Laurel St.
Springfield GA 31329

Architect
DPR Architects

By: __________________________

WESLEY M. CORBITT, CHAIRMAN

Date: __________________________

ATTEST:

_______________________________

STEPHANIE JOHNSON, COUNTY CLERK
Staff Report

Subject: Award consulting services for application to the Georgian Hazardous Waste Trust Fund
Author: Eric Larson, Asst. County Manager
Department: County Engineering
Meeting Date: July 19, 2022
Item Description: Approve a contract with Advanced Environmental Management, Inc. in the amount of $2,800 to prepare an application to the Georgia Department of Natural Resources to seek reimbursement for expenses related to monitoring of the Watts Road landfill site.

Summary Recommendation:
The Georgia Hazardous Waste Trust fund exists to reimbursement communities for the cost of long term monitoring of closed landfill sites. The County is seeking reimbursement of costs that have been incurred over time. This consultant agreement is for the completion of the needed application and documentation.

Executive Summary/Background:
- The Watts Road landfill site was listed on the GA Hazard Waste Site Inventory on December 31, 2001.
- Annually, the County consults with Advanced Environmental Management, Inc. (AEM) to perform monitoring and reporting on the landfill closure care.
- AEM estimates the County could receive as much as $70,000 in reimbursements from GA DNR.
- This program is ongoing so the County would be eligible to apply for additional reimbursements every 2-3 years.

Alternatives for Commission to Consider
1 - Approve the contract with Advanced Environmental Management, Inc. to prepare an application to the Georgia Department of Natural Resources to seek reimbursement for expenses related to monitoring of the Watts Road landfill site.
2 – Take no action / Deny

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: Engineering, Legal, Finance

Funding Source: General Fund & Sanitation Fund

Attachments: 1. AEM Proposal
2. GA DNR Program summary letter
January 12, 2022

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

Attention: Mr. Eric Larson
Asst. County Manager

Subject: Proposal to Prepare Hazardous Waste House Trust Fund
Effingham Co - SR 17 Guyton (SL)
State Road 17, Guyton, Georgia
Permit Number: 051-005D(SL)

Dear Mr. Larson:

Advanced Environmental Management (AEM) is pleased to provide this proposal to prepare a Hazardous Waste Trust Fund Application for Reimbursement of eligible expenses for the Effingham Co - SR 17 Guyton (SL) Landfill. The landfill is listed on the GA Hazardous Waste Site Inventory (HSI ID #10713) which makes it eligible to file a claim.

The site was listed December 31, 2001. Listed sites are eligible for reimbursement for reasonable costs associated with Assessment and Corrective Action.

As we understand it the last claim made by was probably in 2012 when Connie Burns was with the County. This conclusion needs to be verified with the Effingham County financial department. As a result a new claim for reimbursement would cover the period 2013 - 2021.

**Scope of Work**

AEM would prepare the claim Application and submit the document to the County for review. A number of documents from the County will be required for the Application including providing proof of ownership, a resolution agreeing to submit a claim, and County signatures when the claim is complete.

We will also need to correspond with the County about obtaining your fed tax id and proof of payment for all claim eligible work performed at the landfill during the period January 1, 2013 through December 31, 2021. AEM will provide copies of our invoices for the claim.

If any other vendors have performed claim eligible work we would also need to work with the...
County to identify them and provide the necessary backup documentation.

**Proposed Costs**

AEM can prepare this Application for Effingham County for a lump sum charge of $2800. AEM has estimated reimbursable costs of $70,000 for the nine year time period. After the initial larger claim, AEM would be happy to provide additional claims every 2-3 years for a lump sum charge of $1000 per claim if the County so desires.

If this proposal is acceptable please sign below, scan, and return this document to us by email or a mailed hard copy at your earliest convenience.

Should you have any questions, please do not hesitate to call me at 404-886-7366 or by email at mark@aem-ga.com.

Thank you very much for the opportunity to provide this proposal. We greatly appreciate our ongoing relationship with Effingham County.

Sincerely,

W. Mark Bailey, P.G.
Senior Environmental Geologist

Accepted by Authorized Representative:

______________________________
Signature

Title: Wesley M. Corbitt, Chairman Effingham Co. Board of Commissioners

Date: __________________________

ATTEST:

______________________________
Stephanie Johnson, County Clerk
December 1, 2021

Re: HWTF Funding Availability

To: Georgia County Commissions and Local Municipalities

The Georgia Environmental Protection Division (EPD) administers the Hazardous Waste Trust Fund (HWTF), which provides in part for reimbursement of eligible local government costs in the investigation and remediation of solid waste handling facilities listed on the State Hazardous Site Inventory or the Federal National Priorities List. Subparagraph 391-3-19-.09 of the Rules for Hazardous Site Response (Rules) provides additional information regarding eligibility. HWTF appropriations have generally increased and stabilized over the past several years. In addition, HB511, automatically appropriates tipping fees to the HWTF beginning in FY23 and continuing for the next decade.

We are writing to ensure you are aware of the additional funding available for reimbursement to local governments, and to inform you of a recent change to EPD’s policy on reimbursement of landfill gas (LFG) remediation costs. LFG remediation and operation & maintenance costs occurring after July 1, 2021 at eligible landfills are generally eligible for reimbursement at 100%. As in the past, work must be conducted in accordance with an approved plan, and routine methane monitoring costs remain ineligible for reimbursement.

I have attached a copy of the HWTF Reimbursement Frequently Asked Questions, which is also available on EPD’s website at https://epd.georgia.gov/about-us/land-protection-branch/land-protection-branch-technical-guidance/solid-waste-technical. If you have any questions, or need further assistance, please contact your Solid Waste Management Program officer or call David Brownlee of the Response and Remediation Program at (404) 657-8600.

Sincerely,

Jason Metzger
Program Manager
Response and Remediation Program

Enclosure: Hazardous Waste Trust Fund Local Government Reimbursement FAQs

c: Kathleen Bowen, ACCG - Natural Resources & Environment (via email: kbowen@accg.org)
    Thomas Gehl, GMA - Governmental Relations (via email: tgehl@gacities.com)
Section 12-8-95 of the Georgia Hazardous Site Response Act (Act) establishes the Hazardous Waste Trust Fund (HWTF) and provides for reimbursement of eligible local government costs in the investigation and remediation of solid waste handling facilities listed on the State Hazardous Site Inventory or the Federal National Priorities List. Subparagraph 391-3-19-.09 of the Rules for Hazardous Site Response (Rules) provides additional information regarding eligibility. The following FAQs are provided for general information, but do not supersede the Act or the Rules. The local government application forms can be found at https://epd.georgia.gov/hazardous-waste-forms-0. Please contact the Response and Remediation Program (RRP) at 404-657-8600 with additional questions or suggestions.

1. What is the process for EPD listing a solid waste facility on the Hazardous Site Inventory (HSI)? At the request of the Permittee, the Solid Waste Management Program (SWMP) will contact the Response and Remediation Program (RRP) and provide information for potential listing on the HSI after a landfill goes into assessment monitoring. This is usually done on the local government’s behalf in order to be eligible for reimbursement from the Hazardous Waste Trust Fund. RRP then scores the site and lists the site if warranted.

2. Even if reported soil or groundwater concentrations entered into the Reportable Quantities Screening Method indicate placement on the HSI can a site elect not to be listed? The statutory exemption for landfills applies to submitting a release notification; however, it does not preclude them from being listed if the Director determines it is necessary. Typically, if a landfill does not want to be listed, they simply don’t have the Solid Waste Management Program notify RRP and it doesn’t get listed. However, that landfill is not eligible for reimbursement in that scenario.

3. How are HWTF funds accrued and obligated? EPD collects fees from landfills through the solid waste tipping fees as determined by statute. Historically, these fees went to the General Treasury, along with Hazardous Waste Generator and other fees and penalties, and were then appropriated to the HWTF to pay for program costs, abandoned site cleanups and landfill reimbursements. HB511 (passed in the FY21 legislative session) requires tipping fees to be automatically appropriated to the HWTF beginning in FY23 and continuing for the next decade. By statute, 50% of tipping fees that are appropriated to the HWTF are set aside for local government reimbursements. The average amount available for the five-year period of FY17 through FY21 was over $3 Million per year. For a full breakdown of fees collected, appropriated, and expended since inception, see the annual HSI publication introduction.

4. There has been a general perception in the solid waste industry that reimbursement from the HWTF is a “long shot”. Is this the case and are reimbursements becoming more regular? Nearly every application received has been paid out upon receipt or the following year for the past several years. As noted in #3, HB511 requires tipping fees to be automatically appropriated to the HWTF for the next decade. Based on historical applications and the funding allocation required by statute, EPD does not expect applications to exceed available funding. When that scenario has occurred in years past, EPD has notified the local government of the approved amount, paid a percentage if possible, and then mailed the final amount once adequate funds were appropriated.

5. What is the limit of payment per site and does the limit apply to the local government as a whole or per site within their jurisdiction? The maximum is $2 million per site. Generally, if the local government was an owner or operator it will be reimbursed 100% for the first...
$500,000 and 50% thereafter until the $2 million cap is reached. The reimbursement percentages are less if the local government did not own or operate the landfill, but just sent waste to it.

6. What are common (most frequent) errors in HWTF applications?
   - Failure to provide canceled checks or other acceptable proof of payment.
   - Failure to provide sufficiently detailed invoices and/or failure to include subcontractor invoices.
   - Failure to submit all required application items for a first-time submittal (e.g., 50-year title abstract).
   - Reimbursement amount requested does not match table/invoices.

7. What are common expenses reimbursed in HWTF applications?
   - Appendix II monitoring for all types of wells.
   - Appendix I monitoring for wells outside of the routine compliance network including delineation wells and off-site wells.
   - Analysis of MNA parameters for all types of wells.
   - Preparation and implementation of Assessment of Corrective Measures (ACM) and/or Corrective Action Plans (CAP).
   - Surface water monitoring outside of routine compliance monitoring.

8. What are common expenses not reimbursed in HWTF applications?
   - Appendix I monitoring of routine compliance well network.
   - Acquisition of property.
   - Preparation of HWTF reimbursement application.
   - Methane monitoring.
   - Routine maintenance of landfill.

9. Are methane remediation costs eligible if conducted under a Corrective Action Plan as a groundwater remediation tool and, if so, is the eligibility the same for in-refuse and out-of-refuse methods? In a related question is addition or enhancement of an existing landfill gas control & collection system eligible for reimbursement? RRP works in conjunction with the SWMP to determine eligibility of landfill gas costs on a site-by-site basis. Prior to July 1, 2021, if the system addressed both landfill gas (LFG) and methane, costs may be reimbursed at 50%, regardless if the system is in-refuse or out-of-refuse (this does not include routine methane monitoring costs). Recognizing that the main driver of groundwater contamination at landfills is typically LFG migration, eligible LFG remedial costs incurred after July 1, 2021 are reimbursable at 100% when conducted in accordance with an approved Plan. Operation and Maintenance costs of approved systems are also generally reimbursable. Reimbursement for enhancement of an existing system would depend on the purpose and necessity of the enhancement but generally yes, at the 100% rate if it occurred after July 1, 2021, and 50% if it occurred prior to July 1, 2021.

10. Can a local government receive funding in advance of conducting the work? Yes, but this is a more complex process, so please contact RRP prior to completing the application. Also, if limited funding is available, the applications for reimbursement take priority over the advance funding requests. The local government must provide a third-party cost estimate and schedule with the Request for Advance. Once approved, 50% of the estimate will be advanced to the
applicant. Once the work is completed, the applicant must submit a Request for Reimbursement showing final costs and including all required documentation. Once approved, EPD will reimburse the remaining expenditures if funds are available. An alternate source of advance funding is the Georgia Environmental Finance Authority. GEFA provides low-interest loans for improvements to water, wastewater, and solid waste systems (gefa.georgia.gov).

11. What is the approximate average EPD review time of an application? Applications are now reviewed as they are received. In years past, reviews occurred at the end of the fiscal year regardless of when they were received. The goal is to have the technical review of the reimbursement completed within 90 days of receipt. The approved applications are then sent to Contracting and a contract is mailed to the local government for execution. Upon receipt of the executed contract, a check is mailed. If funding is not available, the application is held in accordance with FAQ #4 above.

12. What level of backup for costs is required in the application (other than the contractor’s invoice and canceled check/proof of payment)? Typically, additional documentation is required when the invoices lack enough specificity for the reviewing compliance officer to determine if the expenses are eligible costs. Usually, the more detailed invoices do not require additional documentation.

13. Other than canceled checks is other proof of payment acceptable in the application? Historically, canceled checks were the preferred method. However, EPD will also accept documentation of electronic ACH payments to contractors. As a last resort, certification statements from the contractor and/or bank are sometimes used when other proof of payment is unavailable for some valid reason. This is a requirement put upon RRP by state auditors. It is not because we don’t trust you.

14. HWTF Application Cost Coding Item Descriptions appear to be geared toward Superfund type hazardous sites, rather than Solid Waste Sites. Is a subset list of codes available for Solid Waste sites? There is no other list of codes. The codes are simply to help categorize the type of costs and are more used as a guide for EPD. Many applications are reviewed that do not include the codes. The more detailed the invoices are, the less the need for the code.

15. How long are HWTF applications retained and what is the process for reviewing the files? Currently all HWTF applications are being retained at EPD’s Towers location under a revised 40-year schedule. In the future, older records may be sent to records retention according to an approved schedule. It should be noted however, that most HWTF reimbursement records dated prior to 2002 have been destroyed. To review a file, send a request to Towers.FileReview@dnr.ga.gov, including all information related to the site.

16. Are all portions of the application subject to the freedom of information act or can you file some cost backup as proprietary information? This question would need to be answered by the Director’s office on a case-by-case basis. The proprietary request would need to come from the local government and not from the contractor preparing the application. We are not aware of a case of proprietary information in an application to this point. Typically, the entire application would be subject to the Georgia Open Records Act.
Staff Report

Subject: Hodgeville Sanitary Force Main – Design contract Amendment #2
Author: Eric Larson, Asst. County Manager
Department: County Engineering
Meeting Date: July 19, 2022
Item Description: Approve a change order to authorize design changes associated with Savannah Gateway Industrial Hub.

Summary Recommendation:
Due to a late design change by the developer of the Savannah Gateway Industrial Hub, the alignment of the sanitary sewer force main must be changed to match the new alignment of the Gateway Parkway. The design consultant, EMC Engineering Services, Inc. (EMC), have submitted a contract addition to perform the needed changes.

Executive Summary/Background:
- EMC was contracted for force main design on January 21, 2021.
- Original contract amount = $135,775
- Contract Amendment #1 for easement Acquisition = $26,950
- This amendment = $28,000
- Revised contract amount = $190,725
- No additional time was requested. However, it is noted the project is behind schedule due to the numerous design conflicts with other area projects. Original completion on design was August 27, 2021.

Alternatives for Commission to Consider
1 - Approve contract amendment #2 with EMC Engineering Services, Inc. in the amount of $28,000.
2 – Take no action and request more information.
3 - Deny. Re-design services will still be needed. A request for proposals will have to be issued.

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2

Department Review: County Engineering; County Attorney

Funding Source: Water Sewer Fund & ARPA.

Attachments: 1. Contract Amendment #2
June 17, 2022

Mr. Eric Larson, P.E.
Effingham County
804 South Laurel Street
Springfield, GA 31329

RE: Hodgeville Sanitary Force Main
EMC Project No. 21-0015

Dear Mr. Larson:

The attached Exhibit “A” outlines EMC Engineering’s scope and fee to revise the current set of construction plans for the revised force main route along Gateway Parkway through the Effingham IDA property.

Please review and contact me with any questions.

Sincerely,

EMC ENGINEERING SERVICES, INC.

Ben Lockhart, P.E. CFM
Associate

APPROVED BY THE BOARD OF COMMISSIONERS THIS _____ DAY OF ________, 2022.

WESLEY M. CORBITT, CHAIRMAN
ATTEST:

STEPHANIE JOHNSON, COUNTY CLERK
Exhibit “A”
Hodgeville Sanitary Force Main
Scope of Services
June 17, 2022

Project Understanding:

The project will be to revise the current set of construction plans so that the sanitary force main will follow the revised location of the Gateway Parkway. The Gateway Parkway intersection has been moved approximately 2,500 feet to the northwest on Hodgeville Road from its original location.

EMC’s Scope of Services is further outlined as follows:

- EMC will use LIDAR Survey data and the revised Gateway Parkway alignment that has been provided by Hussey Gay Bell (HGB) to lay out the new force main.
- EMC will update the current set of force main plans (estimated 6-7 sheets) to reflect the new force main route.
- EMC will coordinate with HGB as needed for the force main design within the Gateway Parkway right of way.
- EMC will update the easement plat that has been prepared to obtain the necessary easements for the force main on the Effingham IDA property.
- EMC will submit the revised plans to Effingham County and address comments as needed.

Estimated Fee: $28,000
Staff Report

Subject: County Road Speed Limit Certification to Georgia DOT  
Author: Eric Larson, Asst. County Manager  
Department: Engineering / Public Works  
Meeting Date: July 19, 2022  
Item Description: To approve a posted speed limit on all roads in the County for use by law enforcement for the approved use of speed detection devices.

Summary Recommendation:
The Georgia Department of Transportation (GDOT) has requested that the County Board of Commissioners approve a posted speed limit on all roads within the County, including Off-System, aka. County, roads. The GDOT list includes changes to the posted speed limit based on the speed study conducted by the Sheriff’s Department in 2020.

Executive Summary/Background:
- The GDOT has submitted a list of all roads in the County noting the documented speed limit, requesting the County to verify Off-System roads.
- Staff has reviewed the list and confirmed changes that were made based on the 2020 Speed Study and the list approved in July 2021.
- After review of the list, Staff recommends adoption of the Speed Limit list to allow for the use of speed detection devices.

Alternatives for Commission to Consider
1 - Approve the GDOT Speed Limit listing for off-system County roads.
2 – Take no action. GDOT will not list any off-system roads for speed detection devices.

Recommended Alternative: Alternative 1

Other Alternatives: Alternate 2

Department Review: Office of the Sheriff; Engineering; County Attorney

Funding Source: No new funding requested.

Attachments: 1. GDOT road listing
June 1, 2022

Mr. Tim Callanan
County Manager, Effingham County
601 N Laurel Street
Springfield, Georgia 31329

Subject: List of Roadways 04252022

Dear Mr. Callanan:

Attached are two (2) copies of a proposed list of roadways for the Speed Ordinance for Effingham County. Please have this list adopted by your council and return one (1) of the original, signed copies (with original signatures); to this office (P.O. Box 610, Jesup, GA 31598) for filing, (any changes or photocopies are not acceptable).

If you have any questions or comments, please contact Nicolas Aspinwall of this office at (912) 530-4459, or mail at P.O. Box 610, Jesup GA 3159-0610.

Yours very truly,

For: Troy Pittman
District Engineer

By: Cynthia Y. Phillips
District Traffic Engineer

CYP: DBB: NRA:

Enclosure:
The Effingham County Board of Commissioners is hereby requesting that the following roadways be approved for the use of speed detection devices:

**LIST OF ROADWAYS**
for
**EFFINGHAM COUNTY**

**ON-SYSTEM ROADWAYS**

**ALL ON-SYSTEM ROUTES HAVE BEEN VERIFIED BY GEORGIA DEPARTMENT OF TRANSPORTATION**

<table>
<thead>
<tr>
<th>STATE ROUTE</th>
<th>WITHIN THE CITY / TOWN LIMITS OF and/or School Name</th>
<th>FROM</th>
<th>MILE POINT</th>
<th>TO</th>
<th>MILE POINT</th>
<th>LENGTH IN MILES</th>
<th>SPEED LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SR 17</td>
<td>Chatham County Line</td>
<td>0.00</td>
<td>0.03 mi north of CR 262 Horseshoe Rd</td>
<td>1.11</td>
<td>1.11</td>
<td>45</td>
<td></td>
</tr>
<tr>
<td>SR 17</td>
<td>0.03 mi north of CR 262 Horseshoe Rd</td>
<td>1.11</td>
<td>0.63 mi north of CR 207 Pound Rd (S Guyton City Limits)</td>
<td>13.55</td>
<td>12.44</td>
<td>55</td>
<td></td>
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<tr>
<td>SR 17</td>
<td>Marlow Elementary School</td>
<td>0.93 mi north of CR 172 Jabez Jones Road</td>
<td>4.32</td>
<td>0.12 mi north of CR 107 Conaway Rd</td>
<td>4.75</td>
<td>0.43</td>
<td>40</td>
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<tr>
<td></td>
<td>Marlow Learning Center</td>
<td>SR 30</td>
<td>0.14 mi north of CR 127 Oak Ridge Rd</td>
<td>5.53</td>
<td>0.30</td>
<td>35</td>
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<tr>
<td>SR 17</td>
<td>0.09 mi north of CR 203 Victor Ave (N Guyton City Limits)</td>
<td>15.29</td>
<td>0.15 mi north of CR 19</td>
<td>23.62</td>
<td>8.33</td>
<td>55</td>
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<tr>
<td>SR 17</td>
<td>0.15 mi north of CR 19</td>
<td>23.62</td>
<td>0.15 mi north of CR 47 Fifth Street</td>
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<td>1.22</td>
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<td>SR 17</td>
<td>0.15 mi north of CR 47 Fifth Street</td>
<td>24.84</td>
<td>Screven County Line</td>
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<td>4.56</td>
<td>55</td>
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<tr>
<td>SR 21</td>
<td>Chatham County Line</td>
<td>0.00</td>
<td>0.20 mi south of CR 138 Goshen Rd</td>
<td>1.14</td>
<td>1.14</td>
<td>55</td>
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<tr>
<td>SR 21</td>
<td>0.20 mi south of CR 138 Goshen Rd</td>
<td>1.14</td>
<td>0.10 mi north of CR 536 (S Rincon City Limits)</td>
<td>2.52</td>
<td>1.38</td>
<td>45</td>
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<tr>
<td>SR 21</td>
<td>0.56 mi south of CS 578 Long St (N Rincon City Limits)</td>
<td>6.06</td>
<td>0.20 mi south of CR 338 BeeBee Rd (S Springfield City Limits)</td>
<td>10.16</td>
<td>4.10</td>
<td>55</td>
<td></td>
</tr>
<tr>
<td>STATE ROUTE</td>
<td>WITHIN THE CITY / TOWN LIMITS OF and/or School Name</td>
<td>FROM</td>
<td>MILE POINT</td>
<td>TO</td>
<td>MILE POINT</td>
<td>LENGTH IN MILES</td>
<td>SPEED LIMIT</td>
</tr>
<tr>
<td>------------</td>
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<tr>
<td>SR 21</td>
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<td>11.14</td>
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<td>CR 299 Pine St</td>
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<td>CR 299 Pine St</td>
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<td><em>This segment of roadway runs common with State Route 17 from M.P. 5.64 to the Chatham County Line at M.P. 6.43.</em></td>
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<td><em>This segment of roadway runs common with State Route 17 from M.P. 5.64 to M.P. 10.08.</em></td>
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<td>SR 17</td>
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<td>* *****</td>
<td>CR 171 Hester Rd</td>
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<td>0.25 mi south of (S Guyton City Limits)</td>
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<td>3.93</td>
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<td>0.25 mi south of (S Guyton City Limits)</td>
<td>3.93</td>
<td>0.05 mi south of CR 204 Central Ave(S Guyton City Limits)</td>
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<td>0.24 mi south of CR 188 Little McCall Rd(N Guyton City Limits)</td>
<td>4.73</td>
<td>0.08 mi. north of CR 188 Little McCall Road</td>
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<td>TO</td>
<td>MILE POINT</td>
<td>LENGTH IN MILES</td>
<td>SPEED LIMIT</td>
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<tr>
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<td>5.05</td>
<td>0.26 mi north of CR 395 Cypress Rd. (S Springfield City Limits)</td>
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<td>6.78</td>
<td>0.05 mi south of CR 335 Country Way</td>
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<td>10.83</td>
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<td>0.52 mi north of CR 124 Mill Pond Road</td>
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<tr>
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<td>Effingham County High and Effingham County Middle Schools</td>
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<td>1.39 mi north of CR 380 Woodland Drive</td>
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<td>Ebenezer Elementary School</td>
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<td>4.80</td>
<td>1.69 mi north of CR 380 Woodland Drive</td>
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<tr>
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*SCHOOL ZONES ARE EFFECTIVE*

****Automated Traffic Enforcement Safety Device****

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time – SCHOOL DAYS ONLY.

P.M. from 30 minutes prior to dismissal time to 30 minutes after dismissal time – SCHOOL DAYS ONLY.
# OFF-SYSTEM ROADWAYS

**ALL OFF-SYSTEM ROUTES WILL NOT BE VERIFIED BY GEORGIA DEPARTMENT OF TRANSPORTATION**

<table>
<thead>
<tr>
<th>ROAD NAME</th>
<th>WITHIN THE CITY / TOWN LIMITS OF and/or School Name</th>
<th>FROM</th>
<th>TO</th>
<th>LENGTH IN MILES</th>
<th>SPEED LIMIT</th>
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<td>FROM</td>
<td>TO</td>
<td>LENGTH IN MILES</td>
<td>SPEED LIMIT</td>
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*SCHOOL ZONES ARE EFFECTIVE*

*****Automated Traffic Enforcement Safety Device*****

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time

SCHOOL DAYS ONLY.

P.M. from 30 minutes prior to dismissal time to 30 minutes after dismissal time—
SCHOOL DAYS ONLY.

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

Signature of Governing Authority:

Chairman, Effingham County Board of Commissioners

Sworn and Subscribed before me
This ______ day of ____________________, ______.

Clerk
Staff Report

Subject: Revision to Policy 05-22, Access Management and Encroachment Regulations for Effingham County Roads.  
Author: Eric Larson, Asst. County Manager  
Department: Development Services  
Meeting Date: July 19, 2022  
Item Description: Revisions to the County’s policy on access to county roads for properties abutting right-of-ways to include new standards for access control and to establish guidance for the Old Augusta Road corridor.

Summary Recommendation:  
In 2005, the County adopted a policy for access to county roads. The policy referenced the Georgia Department of Transportation’s Regulations for Driveway and Encroachment Control. To provide more flexibility in the application of the policy, the policy was amended in February 2022. To expand the policy to include growth planning on the Old Augusta Road corridor, Policy 5-22 is being amended.

Executive Summary/Background:  
- The 2005 policy was limited to road considered Collectors due to traffic volume.  
- The 2022 policy revision expanded access control to include additional design options and requirements for development approval, and a new section is created to define access control for Effingham Parkway.  
- This revision defines access control to Old Augusta Road and properties fronting two roads seeking access.

Alternatives for Commission to Consider  
1 - Approve the Access Management and Encroachment Regulations for Effingham County Roads.  
2 – Take no action – request further revisions.  
3 – Deny. The February 2022 policy will remain in effect and Old Augusta Road will not be regulated.

Recommended Alternative: Alternative 1  
Other Alternatives: Alternative 2

Department Review: Development Services; County Attorney  
Funding Source: No new funding requested.

Attachments: 1. Draft Policy
EFFINGHAM COUNTY
POLICY NO. 05-22

REVISION TO POLICY 05-22 - FRONTAGE LOTS ON COUNTY MAINTAINED ROADS

ACCESS MANAGEMENT AND ENCROACHMENT REGULATIONS FOR EFFINGHAM COUNTY ROADS

Purpose: This policy is intended to provide guidance as to suggested conditions of re-zoning under the Effingham County Zoning Ordinance, Section 3.7A, Conditional Zoning. The safety and efficiency of the County Road System are affected by the amount and character of intersecting street and driveways. While it is recognized that property owners have certain rights of access, the public also had the right to travel on the road system with relative safety and freedom from interference. The purpose of this policy is to manage access on the County Road System. Access regulations are necessary in order to preserve the functional integrity of the County Road System for the motoring public and for school and emergency vehicles and to promote the safe and efficient movement of people and goods.

Effingham County will apply all requirements as outlined in Chapter 3 "Access Criteria" of the Georgia Department of Transportation (GDOT) Regulations for Driveway and Encroachment Control, as attached and as amended by GDOT from time to time, to all lots subdivided subsequent to the ratification of this policy to all County Roads meeting the definition of collector or higher.

Local, low volume County Maintained Roads, including unimproved roads and roads with less then 500 ADT as determined by a 3-day average 24-hour traffic count, will be treated on a case by case basis and may be subject to all requirements outlined in Chapter 3 "Access Criteria" of the Georgia Department of Transportation Regulations for Driveway and Encroachment Control. Two lots may construct a shared driveway which must comply with the "Shared Driveway Detail", Detail P-19 of the Standard Specifications for the Effingham Board of Commissioners. Each shared drive will represent a single access point as defined in Chapter 3 "Access Criteria" of the Georgia Department of Transportation Regulations for Driveway and Encroachment Control.

A single parcel with access to two roadways, such as a corner lot or a lot with two frontages, shall be limited to access on the lesser class roadway only, unless otherwise restricted by zone change, conditional use, variance, or otherwise determined by the Effingham County Manager or his/her designee.

Subdivision of lots on an unimproved county road will require improvement of said road by the subdivider as to be determined by the Effingham County Manager or his/her designee.

A Major Subdivision of land, as defined in the Effingham County Subdivision Regulations, with frontage on a County Maintained road or subdivision of land contiguous to a County maintained road may require either the dedication or construction of frontage roads, backage roads, shared interparcel access and easements, internal streets, acceleration and deceleration lanes, multiple access points, or other improvements, and strict adherence to the Georgia Department of Transportation Regulations for Driveway and Encroachment Control as to be determined by the Effingham County Manager or his/her designee. As application for development occurs, access spacing will be considered and parcels identified as needing to have shared access will be required to provide for the continuation of access for adjacent parcels as part of their approval. Major Subdivisions with 30 or more residential lots shall have a minimum of two access points if frontage and spacing allows and on parcels fronting two county maintained roads.

The Effingham Parkway, a route originating at the Effingham County sign near Georgia Highway 30 in Chatham County and ending at an intersection with Blue Jay Road, is scheduled to be open to traffic in 2025 as of the date of this policy. The design of the roadway is two (2) -lane and expansion to four (4) lanes. The Effingham Parkway shall be considered a RURAL DIVIDED HIGHWAY as defined in Chapter 3 "Access Criteria" of the Georgia Department of Transportation Regulations for Driveway and Encroachment Control for the purposes of application of this policy to access on this route. Full access intersections shall follow spacing
in Section 3.4, Spacing of Signalized Intersections, and limited movement access points (such as right-in, right-out only movements) shall follow minimum spacing in Section 3.3, Spacing of Median Crossovers. Strict adherence to these requirements is critical to the preservation of this transportation corridor for growth in the County. Any reconstruction of portions of Blue Jay Road and McCall Road to extend the Effingham Parkway north to Springfield and northern Effingham County will automatically be designated as the Effingham Parkway for the purposes of this policy.

Old Augusta Road, a route originating at Georgia Highway 21 and ending at an intersection with Fort Howard Road is two (2)-lane with sufficient rights-of-way to facilitate expansion to four (4) lanes. Old Augusta Road shall be considered a RURAL DIVIDED HIGHWAY as defined in Chapter 3 "Access Criteria" of the Georgia Department of Transportation Regulations for Driveway and Encroachment Control for the purposes of application of this policy to access on this route. Full access intersections shall follow spacing in Section 3.4, Spacing of Signalized Intersections, and limited movement access points (such as right-in, right-out only movements) shall follow minimum spacing in Section 3.3, Spacing of Median Crossovers. Strict adherence to these requirements is critical to the preservation of this transportation corridor for growth in the County. Any reconstruction of portions of Old Augusta Road to extend a four (4) lane roadway north to Georgia Highway 275 will automatically be designated as a RURAL DIVIDED HIGHWAY for the purposes of this policy.

Waivers to this policy shall follow Variance procedures as defined in the Effingham County Subdivision Regulations.

Wesley Corbitt, Chairman
Effingham County Board of Commissioners

ATTEST: _______________________________ APPROVED: __________________________
Stephanie Johnson, Clerk DATE

ATTACHMENT A
Georgia Department of Transportation Regulations for Driveway and Encroachment Control, Rev. 4.0, 3/15/2016
State of Georgia
Department of Transportation

Regulations for Driveway and Encroachment Control

3/15/2016
Revision 4.0
Atlanta, Georgia 30308

Regulations for Driveway and Encroachment Control

3/15/2016
Revision 4.0
Atlanta, Georgia 30308
Wayne Shackelford Building
935 Confederate Avenue
Building 24
Atlanta, Georgia 30316

Copies of this document may be obtained by visiting or writing the Office of Traffic Safety and Design at the above address. The document can also be downloaded from the website below.

Visit our website at: http://www.dot.ga.gov/
ORDER OF THE COMMISSIONER
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

WHEREAS, the Department of Transportation has in the past adopted Regulations for Driveway and Encroachment Control on State Highways. Said Regulations are developed as guidelines for maximum protection to the public through the orderly control of traffic entering and leaving a part of the State Highway System. These Regulations are applicable to all roads under the jurisdiction of the Department of Transportation; and

WHEREAS, from time to time experience has dictated the wisdom of amendments to Regulations and the Department has from time to time adopted such amendments; and

WHEREAS, it now appears desirable that the said Regulation as amended and all amendments thereto, as well as other changes, be included in an updating thereof;

NOW, THEREFORE, by virtue of the authority contained in Code Section 32-6-133 of the Official Code of Georgia Annotated, be it ordered by the Commissioner to adopt and make effective this date “Regulations for Driveway and Encroachment Control”, and the same is hereby adopted as embodying the full and complete Regulations for the purposes therein stated in lieu of previous documents for such purposes and all amendments thereof until this date.

BE IT FURTHER ORDERED, that the Commissioner shall be authorized to grant waivers in connection with the requirements of these Regulations when deemed necessary in the public interest.

Done at Atlanta, Georgia, this 31st day of December, 2015.

APPROVED: 

Russell McMurry, P.E., Commissioner
Department of Transportation

ATTEST:

Angela Whitworth, Treasurer
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Chapter 1. Introduction

1.1 Purpose

The purpose of the driveway permit process is to manage access on the State Highway System. Access regulations are necessary in order to preserve the functional integrity of the State Highway System and to promote the safe and efficient movement of people and goods.

This document is intended to clearly define the process of constructing a legal driveway or other work within the State Highway rights-of-way.

1.2 Background

The safety and efficiency of the State Highway System are affected by the amount and character of intersecting streets and driveways. While it is recognized that property owners have certain rights of access, the public also has the right to travel on the road system with relative safety and freedom from interference.

The Georgia Department of Transportation is interested in balancing the often conflicting interests of property owners with those of the general public. As the number of driveways continues to increase, the Department has recognized the need to develop a comprehensive set of regulations that is equitable and clearly defined.

In the process of developing these regulations, a survey of the practices of other States was conducted. The resulting regulations are consistent with guidance published by the American Association of Highway and Transportation Officials (AASHTO), the Federal Highway Administration (FHWA), and the Institute of Transportation Engineers (ITE).

1.3 Authority

The regulations and procedures described in this document are established pursuant to Georgia Code §32-6-51 and §32-6-133.

1.4 When Permits Are Required

A permit is required prior to performing any construction work or non-routine maintenance within the State Highway Right-of-Way. This includes but is not limited to the following: grading, landscaping, drainage work, temporary access to undeveloped land for logging operations, or the construction of a development. Any revisions to any portion of existing driveways, i.e. widening, for existing driveways only, and/or relocation that are within the State Highway Right-of-Way shall also require a permit. If any significant change in land use is requested, the department has the right to refer to the redesign of the commercial driveways.

In addition to being unlawful, performing the above-described work within the State Highway-Right-Way without a permit, shall entitle the Department to barricade, displace, or otherwise close such driveway and to collect the costs therefore from the violator as provided for in Georgia Code §32-6-134.

Any commercial driveway constructed prior to July 1, 1973, and adjudged by the Department to be unsafe for the traveling public or in violation of Department regulations promulgated pursuant to...
1. Introduction

Code §32-6-133 may be changed or caused to be changed by the Department so as to eliminate any unsafe features; or it may be closed or displaced by substitution of another driveway at such a place or of such design as may be deemed safe. Liability for the expense of such change or substitution will be determined in accordance with Georgia Code §32-6-134.

1.5 Definitions

The following terms, as used in this document, shall have the following meanings unless the context thereof indicates to the contrary.

**AASHTO**

(American Association of State Highway and Transportation Officials), which publishes documents in this manual, including *A Policy on Geometric Design* (Green Book).

**Acceleration Lane**

A speed-change lane, including tapered areas, for the purpose of enabling a vehicle entering the roadway to increase its speed to a rate at which it can more safely merge with through traffic. Also called an “accel lane.”

**Access**

Entrance to or exit from land adjacent to a public road.

**ADT**

Average Daily Traffic – The total volume during a given time period (in whole days), greater than one day and less than a year, divided by the number of days in that time period.

**Angle of Two-way Driveway**

The angle of deflection measured from the centerline of the nearest travel lane to the centerline of the driveway. An angle of 90 degrees is desirable.

**Applicant**

The person or organization that has applied for a permit.

**Categorical Exclusion (C.E.)** – Refer to Programmatic Categorical Exclusion

**Central Business District**

An area characterized by considerable commercial and retail businesses, banks, and churches, with sidewalks and concentrated pedestrian activity, curb and gutter, speed limits 35 MPH and below, and sometimes on-street parking.

**Clear Zone**

The roadside recovery area should remain free of hazards such as steep embankments, trees, poles, etc. Studies have indicated that on high-speed highways, over 45 mph, a width of 30’ or more from the edge of the traveled way permits about 80 percent of the vehicles leaving a roadway out of control to recover safely. For determining clear zones for commercial driveways, use Table 4-10. Use the posted speed limit and the latest available traffic count data (ADT) to enter the table and use the higher distance for "Fill Slopes" 5:1 to 4:1.
Commercial Driveway

Any private entrance, exit, ramp, tunnel, bridge, side road or other vehicular passageway to any property used for commercial purposes, 20’ or larger (one way), or 24’ or larger (two way), except a farm or dwelling house not exceeding a four-family capacity, and leading to or from any public road on the State highway system. (Code 1933, Section 95A-942, enacted by Ga. Law 1973, page 947, section 1.)

Conceptual Review

A preliminary review of a site or proposed development for initial comment and discussion on access location and design considerations.

Controlled Access

A highway where pedestrians or animals are prevented from entering the roadway with fencing.

Deceleration Lane

A speed-change lane, including tapered areas, for the purpose of enabling a vehicle that is making an exit turn from a roadway to slow to a safe turning speed after it has left the mainstream of faster-moving traffic. Also called a “decel lane”; it denotes a right turn lane or a left turn lane into a development.

Daylighting

The process of the removal of vegetation from the right of way to provide visibility for an adjacent business or outdoor advertising sign without a permit or benefit to the Department. Daylighting is not allowed. The unmanaged woods beyond the clear zone provide valuable buffering, stormwater treatment, and soil stability. Disturbance of the unmanaged woods by clearing underbrush, unless it is invasive plant material, is not a benefit to the Department.

Department or DOT

The Georgia Department of Transportation (GDOT).

Design Policies

The proper design of driveways involves a number of design elements. Due to the complexity of the interaction between these design elements, exact design criteria cannot be specified for every possible situation. Therefore, design guidelines are included to assist the designer.

Driveway Width

The narrowest width of a driveway measured perpendicular to centerline of the driveway, from edge of pavement to edge of pavement or edge of gutter to edge of gutter.

Easement Limited Agreement (ELA)

A legal document that details the conditions of a utility’s rights.
Encroachment

The use of state rights-of-way by anyone other than Department personnel or authorized agents for any specific purpose other than that generally intended.

Engineer

The Chief Engineer of the Department unless otherwise identified.

FHWA

Federal Highway Administration.

Interior Drive

A driveway that is located inside an existing or proposed development which is placed beyond the intersecting driveway that connects to the state highway.

Interparcel Access

A roadway or series of connecting roads within a property providing access to interior lot frontage or other properties not connected to a public road or state route.

Island

A device used to separate or direct traffic in order to facilitate the safe and orderly movement of vehicles. An island may be a raised area that provides a physical barrier to channel traffic movements or a painted area.

ITE

Institute of Transportation Engineers

Limited Access

A highway where access driveways or roads are not allowed.

Median Crossover

An opening constructed in the median strip of a divided highway designed to allow traffic movements to cross from one side of the highway to the other. In some cases, the Traffic Engineer may require the design to be such that some movements are physically prohibited.

Milepost

DOT mileposts are the small green and white signs located along state routes numbered in sequence, approximately one mile apart, usually running from south to north or from west to east. All proposed developments are referenced to the nearest milepost at one-tenth mile increments.

Mitigation

The partial reduction of the loss of green space by replanting, ground restoration and stabilization, fees for the appraised value of removed vegetation that cannot be replaced, and punitive fees for unauthorized removal of vegetation from the disturbed area. Removal of vegetation within buffers of state waters is not allowed.
M.U.T.C.D.


Non-commercial Driveway

A driveway serving a school, government building, church, hospital or other non-commercial organization inviting public use. Design guidelines relating to commercial driveways will be applicable to driveways serving these land uses.

Permit

A legal document issued by the Department authorizing an applicant to do specific work on state rights-of-way.

Permit Inspector

A technician assigned to a DOT Area Office, with the responsibility of working with the applicant or the applicant's contractor while actual construction is ongoing to ensure construction is in compliance with the Department's policies, regulations, and standards as stated on the approved permit plans. The permit inspector will notify the Permit Engineer when the applicant and the Area Engineer determine that the work is acceptable.

Programmatic Categorical Exclusion (PCE)

An environmental document required by the Federal Highway Administration on any permits that will not induce any significant impacts to planned growth, land use, natural, cultural, recreational, or historical sites. This document will also be required for areas that will not involve significant air, noise, or water quality.

Residential Driveway

Any private passageway to any property used for dwelling purposes. However, if a driveway provides access for more than four dwelling units, it shall be considered a commercial driveway.

Any private access connecting property zoned and used for a residential dwelling. Residential driveways may connect to a public street, roadway, or state route. These driveways may vary from 14 feet to a maximum of 20 feet for two way residential traffic. Driveways providing access to more than four dwelling lots shall be considered commercial access and must comply with commercial design requirements.

Roadway

The portion of a highway, including shoulders, for vehicle use.

Right-of-Way (R/W)

All land under the jurisdiction of, and whose use is controlled by the Department.

Right-of-Way Line

A line that defines the limits of the R/W of a public road as it relates to adjacent property.
Right-of-Way Miter

A right-of-way line at an intersection, which is parallel to neither road but forms a triangle with extensions of the R/W lines of the adjacent sides of the intersecting roads. The purpose of the R/W miter is to provide improved visibility for vehicles approaching the intersection by enabling the Department to eliminate visual obstructions or provide room for a traffic signal support pole or guy wire. A driveway should never be allowed along the R/W miter.

Roadside Design Guide

AASHTO Roadside Design Guide

Rural Conditions

This document defines access and spacing criteria separately for urban and rural conditions. Rural conditions typically refer to roadways that have shoulders, posted speed limits over 45 MPH, and lower land use density.

Sight Distance

As used in this document, sight distance refers to intersection sight distance, which is the distance that can be seen along the main roadway by the driver of a vehicle on the driveway. The distance is measured based on an eye height of 3.5’ and an object height of 3.5’. Sight Distance should be determined to provide adequate time for an entering vehicle to accelerate to within 10 mph of posted speed limit, prior to being overtaken by approaching vehicles. (Refer to AASHTO, Green book)

Stopping Sight Distance

The sum of two distances: the distance traversed by the vehicle from the instant the driver sights an object necessitating a stop to the instant the brakes are applied and the distance required to stop the vehicle from the instant brake application begins. (A Policy on Geometric Design of Highways and Streets, (“AASHTO Green Book”), 2011, 3.2.2) Stopping sight distance is measured based on an eye height of 3.5’ and an object height of 3.5’ (AASHTO Green Book, 2011, 3.2.6.), or calculated based on future conditions.

Traffic Engineer

An engineer whose primary responsibility is to assist applicants with permit applications, plan review and to ensure compliance with the Department’s regulations.

Traveled Way

The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Urban Conditions

This document defines access and spacing criteria separately for urban and rural conditions. Urban conditions typically refer to roadways that have curb & gutter, sidewalks, posted speed limits 45 MPH or below and higher land use density.
Utility

All privately, publicly or cooperatively owned water distribution and sanitary sewer facilities and systems for producing, transmitting or distributing communication, cable television, power, electricity, light, heat, gas, oil, crude products, steam, waste and storm water not connected with highway drainage, including river gages, fire and police signals, traffic control devices, and street lighting systems, which directly or indirectly serve the public or any part thereof. The term “utility” may also be used to refer to the owner of any above described utility or utility facility.

Utility Driveways

Drive for access to utility sites such as water tanks, water meters, sewer lift stations, telephone service cabinets, power substations or gas regulator sites.

Utility Facility

The term “utility facility” shall include but is not limited to, any and all poles, wires, guys, anchors, buried cable, conduit, pedestals, pipe lines, hydrants, valve boxes, manholes, casings, river gages and related fixtures authorized in the permit or agreement.
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# Chapter 2. Permit Procedures - Contents

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<tr>
<td>2.6.3</td>
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Chapter 2. Permit Procedures

2.1 Application

Application, to perform any construction or non-routine maintenance work within State Highway Right-of-Way (R/W), must be made at the appropriate office in the District where the site is located. For commercial driveways, application is made to the District Traffic Operations Office at the District Office. The District Traffic Operations Office is the central point of contact. Application for residential driveways and temporary use driveways are made at the District Area Office. See Appendix A for a list of the District Offices and contact information. An applicant may also apply for a commercial or special encroachment permit application by the department’s electronic website AMPS/ Access Management Permitting System.

2.1.1 Applicant Qualifications

Application for a permit under these regulations will be accepted only from the property owner, lessor or an official representing the company, organization or group which owns or leases the property abutting the R/W and upon which the driveway or other permit work will be constructed. In the event the applicant leases the property to be served by the driveway, the lease should be for a period of at least three (3) years; otherwise the permit must be issued to the property owner. In any case, written acknowledgement of the permit work must be obtained from the owner or his agent.

In cases where a site with multiple owners is being developed by a single entity under a development agreement, the developer may apply for the permit. A copy of the development agreement between the developer and all affected property owners must be included with the application. The agreement must give responsibility for developing all affected driveways to the entity that is making application.

When application is made by an agent of the owner or if the owner is a partnership or corporation, written authorization allowing the agent to act on behalf of the owner must be provided by the applicant.

2.1.2 Permit Forms

Application for the various permits must be made on the appropriate form:

- DOT 7410 - SPECIAL ENCHROACEMENTS,
- DOT 7410 A -SPECIAL ENCROACHMENT FOR LIMITED LANDSCAPING
- DOT 7412 - DRIVEWAY PERMIT,
- DOT 7414 - TEMPORARY CONDITION,
- DOT 8413A - UTILITY ENCROACHMENTS

Only original forms may be used. Residential driveway applications can be obtained from the appropriate Area Office. All other permit forms will be provided to the applicant after plans are submitted to the Traffic Operations Manager. Permit forms consist of multiple copies; each of which must be signed in ink by the applicant and the witness.

Special encroachments are generally improvements required to accommodate a development that must be made within the right-of-way. An example would be additional lanes added to an existing intersection.
Temporary Condition Permits are typically driveways constructed to perform logging operations or other short duration activity such as construction entrances.

The applicant is asked to complete the “Permit Application Information Sheet” and submit the form along with the first submittal of the plans for review. A copy of the Information Sheet is contained in Appendix B.

Utility Encroachments Permits are generally required of utility companies to install, relocate, or adjust utilities within the right of way. The applicant is required to coordinate with the utilities affected by the driveway work for proper submittal of the appropriate Utility Encroachment Permits. The first submittal of the plans must show the existing and proposed utility facilities. Any review letters stating “no conflict”, “no facilities”, “existing easement”, etc. must be submitted on utility company letterhead. These permits are acquired from the district utilities office. A separate utility permit is required for irrigation sleeves proposed under existing roads.

2.1.3 Preliminary / Conceptual Site Plan

For large developments and any location where a property has or will be subdivided, the applicant’s engineer is encouraged to meet with the District Traffic Operations Office early in the plan development process. Refer to Georgia Code §32-6-151 for regulations regarding planning commission requirements for approval of subdividing property. A preliminary site plan is helpful to facilitate the exchange of information so the Traffic Operations Manager can see the intent of the applicant. The preliminary site plan will also be useful in discussing the relevant requirements of these regulations.

Applicants are encouraged to consult their engineers and site designers to develop overall site plans. The site layout should have a central access point(s) to the overall development and access points connecting to alternate or adjacent roadways in order to equally distribute site traffic. The development should provide interior circulation which is set back from the state route where it connects to the main driveway intersecting the state route in order to prevent operational problems at the driveway. Refer to section 3.1.3. The overall site plan approved will provide access to the entire site. No future driveways onto the state route will be permitted to individual lots. Future driveways will only be considered if they meet requirements.

2.2 Performance Bonds

Each applicant will provide a performance bond or letter of escrow to assure that the authorized work is accomplished in accordance with the approved permit. In cases of noncompliance, the bond will be used to offset the cost of correcting or removing uncompleted or unauthorized work, and to offset the cost of any damages incurred by the Department or other parties as a result of the work or activities of the applicant in relation to this permit.

The amount of the bond or letter of escrow is based on the estimated current construction costs as determined by the Department, shown in Table 2-1. A bond may be underwritten by a company housed outside of Georgia only if a Georgia resident agent of said Surety Company countersigns.

Blanket performance bonds are acceptable. The amount of the bond will be based on the construction estimates shown in Table 2-1, and the estimated number of permits to be requested statewide during the active period covered by the blanket bond. The blanket bond must contain the
name of the owner or entity that is making application for permit. If the site is being developed on behalf of more than one owner under a development agreement, the surety must be in the name of the developer making application. The Department will allow the use of a Letter of Credit/LOC if provided in a format preapproved by the Department. A copy of the most current format is available from the District Operations Engineer.

<table>
<thead>
<tr>
<th>Posted Speed Limit</th>
<th>Number of Turn Lanes*</th>
<th>Roadway Type**</th>
<th>Calculated Cost</th>
<th>Minimum Bond amount ***</th>
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Add $120,000 to Bond if new signal, add $60,000 for existing signal modification

* For multiple driveways, add the bond amounts for each drive
** Urban = with curb and gutter; Rural = Paved or graded shoulders
*** Bond amount may be increased at the District Engineer's discretion

Table 2-1   Performance Bond Amounts

For locations where no turn lanes will be constructed for a Special Encroachment Permit review, the bond amount will be ½ of the minimum bond amount, or higher depending on the scope of the work, as determined by the Traffic Operations Manager.

2.3 Plan Requirements

The applicant must submit appropriate plans with the permit application. Plans must conform to the minimum guidance described herein. In addition, the applicant’s engineer shall also use his judgment to prepare plans that conform to accepted guidance including but not limited to the most current edition of *A Policy on Geometric Design of Highways and Streets* published by the
When submitting plans for review, the applicant must provide two (2) sets. The Department prefers plans with 24” x 36” sheet size or smaller. When submitting final plans, the applicant must provide two sets of 11” x 17” sheet size plans (GO, local government, District copies) and two or three sets full sheet size 24” x 36” plans (applicant, inspector, or District copies) as directed.

2.3.1 Plan Checklist

The following checklist contains information that should be shown on plans submitted for Commercial Driveway and Special Encroachment Permit requests. For initial or concept reviews, two sets of plans should be submitted (two sets for requests that include a traffic signal), one copy of the Hydrology Report, and one copy of the Traffic Impact Study, if applicable. Plans should be 24” X 36”. The scale of the plans should be 1”= 20’’. If a smaller scale is used for overall plans, then enlarged details of the work on the RW must be furnished on a 1”= 20’’ scale. All sheets should be numbered and dated, with a north arrow:

1. A title block showing the name(s) of the property owner(s) of record as listed on the property deed, the permit applicant, if different from the property owner, and the name of the engineer or individual who prepared the plans. The Land Lot Number, Section Number, Georgia Militia District where applicable, District Number and the county in which the project is located. Contact information should include e-mail addresses for all owners, developers, and the engineer preparing the plans.

2. Location sketch map showing the location of the property in the surrounding area.

3. An overall site plan showing the road name, State Route number, US Route number, names of all nearby intersecting roads, and the posted speed limit.

4. All existing features should be shown with screened line weights or dashed lines and all proposed features shown with solid lines. The designer may also screen existing features for clarity. This should be clearly shown on the plan legend.

5. Any nearby existing billboards must be included on plans.

6. Locations of all traffic signal equipment pull boxes, utility easements, existing above and below ground utilities and the proposed relocations for above and below ground utilities. (All sheets should include the most current 811 Utility Locate requirement information AND the GDOR call to locate traffic signal and fiber optic equipment.)

7. Location of the R/W line, centerline of the road, all property lines with the names of the property owners on either side of the property being developed, and all existing driveways on both sides of the road.

8. The distance from the centerline of the highway or road to the R/W line at each corner of the property. (A general statement such as "Right-of-Way Varies" is not acceptable.)

9. The distance along the R/W line from the centerline of the nearest named intersecting street to the property corner and the total property frontage. The total length of frontage of the property owned and, if different, the length of the frontage being developed under the permit.
10. Location of existing and proposed buildings, pumps, signs, grease racks, wash racks, underground storage tanks, etc. The distances between buildings, pumps, signs or any foundations on the property and the R/W line(s).

11. The width of existing and proposed roadway pavements, lane widths, lane lines, striping, pavement markings, RPMs, roadway signs, and direction of travel (using directional arrows) within the lanes.

12. The proposed driveway width, measured either from face of curb to face of curb (GA STD) or from edge of pavement to edge of pavement (GA STD). This measurement shall be perpendicular to the centerline of the driveway at its narrowest point. The intersecting angle of the proposed driveway to the highway centerline.

13. The distance from the centerline of the driveway to each property line, measured along the R/W line.

14. The distance between driveways, if more than one driveway is proposed or existing, on both sides of the State Route. The distance to the nearest driveway on the adjacent property in each direction, and the opposite side of the road, measured along the R/W line.

15. The radii of all curves on the proposed driveways measured to the edge of pavement or face of curb.

16. Wheelchair ramps, designed in compliance with the Americans with Disabilities Act and in accordance with current Georgia DOT Standards, shall be included at all driveways and streets where sidewalk is proposed.

17. Sight distances from each proposed driveway.

18. The proposed deceleration lane, including length of lane, length of taper, width of lane (measured from edge of existing travel lane to edge of pavement or to face of curb).

19. The proposed left turn lane and tapers with lengths and striping.

20. For multi-lane facilities, existing and proposed signing and marking may be on a separate sheet.

21. The difference in elevation between the roadway and the driveway at the R/W line. The slope should not be greater than +/- 6.25%, if practical. There are situations that require greater slopes; these should be examined carefully before approving their use.

22. The distance from the edge of pavement to the center of the side ditch and the direction of the flow of water within the ditch.

23. Existing and proposed contour lines or elevations sufficient to show the natural and proposed drainage features within the property to be developed. This should include the entire adjacent highway R/W and any elevations needed to show how water flows once it leaves the property.


25. Driveways and any new shoulder work on a tangent section should slope downward and away from the edge of pavement for a distance of at least 12’ at a slope rate of 2.08% (1/4” per foot), generally, including any decel lane. If located in a super- elevated section, all
construction should match the super-elevation for at least 12’. Shoulder cross slopes (behind curb and gutter) shall not exceed 2.08%.

26. The location and size of any existing and proposed side drain or cross drain culverts, catch basins, detention ponds, pipes, etc. and direction of flow within the structure(s).

27. Location, size, type, inverts and direction of flow of any proposed pipes or culverts, detention ponds, catch basins, inlets, etc. All pipes 48” and larger must have an inlet and an outlet headwall. Only safety headwalls are allowed on the RW. All pipes on the RW up to 48” must have GDOT STD Safety End Sections. If located outside the clear zone or behind guardrail, standard flared end sections may be used.

28. All structures which are to be extended must be extended in like kind. All drainage structures within the RW must be concrete or HDPE if approved by the Area Engineer. If additional fill is to be placed over an existing structure, the structure must be analyzed for strength to carry the additional load. Pipes and structures on the permit may match an active DOT construction project.

29. Drainage computations for all drainage structures including any existing structures which are to be extended. All drainage computations must show the drainage area, runoff coefficients, time of concentration, and discharge for the required storm frequency. These computations must be in a report format and show high waters above the inlet of the pipe or above the flow line of the grate. All structures must have computations for inlet and outlet control and should include pre and post development runoffs. The post development runoff rate must not exceed the pre development runoff rate.

30. Ditches should be designed to carry the design year storm, with erosion protection provided for a 10 year storm.

31. Driveway and side drain pipes should be designed for the 25 year storm unless a pipe emptying into the ditch leading to the driveway pipe is designed to carry a lesser frequency.

32. Open ended DOT cross drain structures which must be extended should be designed for the 50 year storm with no overtopping occurring during the 100 year storm.

33. On site detention pond designed for the 10 year storm, with computations, unless local jurisdictions require a lesser frequency.

34. On site detention pond outlet structures, including spillways, designed for the 100 year storm, with computations, unless local jurisdictions require a lesser frequency.

35. Curb inlets and grated inlets should be designed for the 10 year storm, except low points which shall be designed for the 50 year storm.


37. Roadway Typical Section.

38. Suitable photographs of the site showing all existing features may be required for proper review of the application.

39. For requests that include landscaping, a separate plan showing the botanical name, size and distance from the travelway of any trees, shrubs, or herbaceous perennials proposed,
existing plant material and structural elements on the site. A R/W Mowing and maintenance agreement is required for the applicant to maintain plantings on the R/W.

40. For requests that include tree removal, an inventory of any tree 4 inches or greater in diameter and a total of the combined caliper inches of all the trees proposed for removal. Removal within buffers of state waters is not allowed.

41. For request that include proposed landscaping or mitigation for approved vegetation removal, a separate plan that shows the location, distance from the travelway, size, quantity, and common botanical names of any proposed trees, shrubs or other vegetation; planting details 6755-9 Policy for Landscaping and Enhancements on the GDOT Right of Way.

For requests that include irrigation, a separate plan which shows the location, size, type and direction of spray of any irrigation lines and heads proposed on the R/W, the location of electronic valves and the location of a manual shut off valve behind the R/W line. Irrigation lines on the R/W must be wrapped in metallic tape during installation. Avoid placing irrigation main feeder lines on the rights of way. An Indemnity Agreement must be signed by the property owner for all irrigation systems installed on the R/W.

### 2.4 Traffic Impact Studies

The applicant is encouraged to conduct traffic studies as needed in order to identify geometric and operational facilities that will be needed to satisfy the access/egress requirements of the site. The Department will require a traffic impact study for any site estimated to generate more than 500 gross daily trips using ITE Trip Generation Rates, or along corridors with substantial existing development and/or adjacent to a State Route with an existing ADT greater than 25,000 vehicles per day. The Department may require impact studies in other cases as deemed necessary. The studies may recommend alternative access configurations such as roundabouts or signalization. For studies considering these alternatives, the study should include analyses of both configuration alternatives with respective efficiencies of each. The study should recommend a preferred configuration based on analysis. Recommendation of final access configuration should consider types of traffic control at adjacent intersections for corridor consistency.

All traffic impact studies shall be conducted under the supervision of a Professional Engineer licensed in Georgia and all such reports shall be stamped and signed by the engineer. All traffic impact studies shall contain a Certification page, as shown in Appendix C. The certification should appear immediately behind the report cover.

The engineer must certify whether the proposed development, as shown in a preliminary site plan to be included with the impact study, conforms to the spacing and geometric design criteria as specified herein. If the proposed development does not comply, the traffic engineer should indicate the reasons for nonconformity and the Department may consider allowing the noted exceptions. If smaller developers wish to hand-draw their plans, this will be acceptable by the Department; however if any plans are drawn by an engineer, the engineer must be a professional engineer.

### 2.5 Permit Procedures

The plan review and application process is initiated when the applicant or their engineer submits plans for review. For commercial driveways and special encroachments, the plans are submitted to
the District Traffic Operations Manager in the District Office. For residential driveways, temporary condition driveways, and utility driveways the plans are submitted to the Area Engineer in the appropriate Area Office. Check with district offices for the use of the term “Certificate of Completeness.”

Any traffic impact studies, round-about designs, traffic signal warrant analysis or hydrology studies necessary to complete a review of the request should be submitted with the first set of plans.

During the plan review and application process, the Traffic Operations Manager will notify the applicant or their agent of any studies or documents that may be required for permit approval. These documents may include but not limited to a Traffic Impact Study, a copy of the property owners Warrantee Deed, Lease Agreement, Right of Way Deed, Right of Way Mowing and Maintenance Agreement, Indemnity Agreement, or Radius Encroachment Agreement. The applicant or their agent must supply all required documents, signed application and approvable plans to the District Traffic Operations Engineer prior to receiving approval for the requested permit.

For permit requests that include turn lanes, roadway widening, or sidewalks, additional right of way may be necessary to accommodate these improvements. If the additional right of way is not dedicated to the Department, the portions of roadway or sidewalks remaining not within the rights of way will become the responsibility and liability of the property owner and shall be acknowledged in writing as such. When a right of way deed is necessary to incorporate the improved area into the roadway system, the applicant shall provide the necessary documentation to verify and transfer clear title to the Department in the following manner:

1) Preliminary Title Report/Certificate (P.T.C.) – applicant prepares OR hires someone to prepare a P.T.C., listing legal owner(s) name(s) of record, any outstanding liens, defects, etc. against the title, if any.

2) ROW Deed – GDOT District Traffic Operations Engineer prepares ROW deed and has owner to prepare plat; Dist. Traffic Ops has a Dist. ROW team member to review for accuracy the ROW deed and legal description. Applicant is responsible for executing ROW deed accurately based on P.T.C. and obtaining any Q.C. deeds necessary to clear title of ROW to be donated to GDOT so GDOT will have clear title. Applicant is responsible for getting deed recorded and having original sent to GDOT Dist. Traffic Ops for them to forward on to ROW Plans Office.

3) Final Title Report/Certificate (F.T.C.) – Applicant prepares OR hires someone to prepare a F.T.C., listing GDOT as owner and with any releases or Q.C. deeds that were obtained, attached.

4) Permit Issuance - After Final Title Report/Certificate is prepared and shows GDOT has good title, the permit can then be issued.

When final approval of the permit is made, the applicant will receive a letter of approval and an original Performance Bond form, and information regarding any Contributory Value Fee required if tress are to be removed from the R/W for construction. The letter will include instructions on how to proceed with completing and submitting the Performance Bond, and other payments of fees, if necessary. Once the applicant has furnished the completed Performance Bond and documents, the Area Engineer will issue the applicant’s copy of the approved permit plans and permit poster. At that time, a preconstruction meeting shall take place with the Area Engineer and the applicant; and/or contractor.
The contractor is required to notify the Permit Inspector when the work will begin and when the work is complete. The work must be completed to the satisfaction of the Inspector before the project can be accepted and the bond is released. The project must be constructed according to the approved permitted plans. If during the construction of the work, questions arise or unforeseen conditions are encountered, the contractor shall contact the Permit Inspector for consultation. The Permit Inspector will require “as-built” drawings if significant modifications are approved in the field. The Permit Inspector shall not change design without first consulting the District for review and approval.

2.5.1 Department Approval

Department personnel will accomplish the processing of permits in an expeditious manner. The District Traffic Operations Manager will be the primary point of contact for permits. The goal of the Department is to provide a decision on the permit within 20 working days after receiving all required information. The District Utilities Engineer will review all utility facilities shown on the plans and Utility Encroachment Permits or “no conflict”, “no facilities”, “existing easement” letters and approve or disapprove within 5 working days after receiving an acceptable submission from the District Traffic Operations Manager. The District Traffic Engineer will be available for advice and guidance, if needed, and will assist in the review of a permit application, usually within 10 working days of a request.

If the permit site is adjacent to a two-lane road or a multi-lane or divided highway, the District Engineer or their designee may approve or disapprove the permit. In the event that the commercial driveway permit does not meet the spacing and turn lane criteria in Chapters 3 and 4, the District Traffic Engineer, may consult with the District Engineer prior to approving the permit and a completed and approved form, APPENDIX E, included in the file.

All permit requests on highways that are within an active GDOT improvement project or a project that is in the plan development process shall be reviewed by the appropriate design or construction office before the permit is approved.

In the case of projects not on the State Highway System or not located on State owned rights-of-way, but for various reasons the Department is monitoring the project through preconstruction and acceptance, the Department will review the driveway request and make known to the local government under what conditions the plan would be acceptable to the Department. On all construction projects, which are monitored by DOT, on R/W owned by a local government, the Department shall approve or deny any access request with a letter to the local government.

2.5.1.1 A Median Crossover Approval

The Director of Operations and the State Traffic Engineer or their designee shall approve all requests to construct new median crossovers or to relocate existing crossovers. If the permit site is adjacent to a limited access highway, or involves a Limited Access fence, the DOT Commissioner shall approve or disapprove the permit.

If the applicant or his engineer has submitted plans that do not comply with the median crossover spacing and other geometric design guidance of these regulations, they may request a variance in writing, stating the reason and evidenced with supporting data. The Department
may consider granting an exception if the exception is in the best interest of the general use of the highway facility.

2.5.2 Traffic Signal Permits

Traffic signal operation may be needed to safely and efficiently accommodate the access requirements for some developments. Since the type of traffic control affects the pavement marking design and sometimes the geometric design of an intersection, it is necessary to coordinate driveway permits with signal permits. This section will briefly describe the process to be followed when traffic signal operation is desired at the intersection of a proposed driveway with a State Highway. The recommended minimum spacing for traffic signals is 1000 feet (see Table 3-3).

In those cases where the traffic impact study indicates that a roundabout configuration is not recommended and a traffic signal operation is the preferred traffic control method, a TE study should be prepared, to include a traffic signal warrant analysis and a proposed traffic signal design in compliance with the signal spacing requirement in Chapter 3, Section 3.4. If the District Traffic Engineer concurs that traffic signal operation is needed, the TE study should be submitted to the Office of the State Traffic Engineer. An overall site plan of the area to be served by the proposed signal should also be included in the submittal. A traffic signal permit application, signed by the local government, must be submitted along with a letter from the local governing authority supporting the request for a traffic signal and the study indicating the local government’s concurrence with the recommendation for the signal and their agreement to bear the costs of the electrical energy and telephone service used to operate the signal.

The Department strives to be as responsive as possible when processing permits and allows many driveway applications to be approved at the District level. However, all traffic signal permits are reviewed by the Office of the State Traffic Engineer and must be approved by the Chief Engineer. For this reason, a driveway permit having pavement marking and geometric features requiring signalized operation should not be issued until the traffic signal permit has been approved or denied.

2.5.3 Roundabouts

In cases where the traffic impact study indicates that a roundabout is the preferred configuration, the proposed design and a copy of the study shall be sent by the district to the Office of the State Traffic Engineer for review and approval before a permit is issued. A peer review may be beneficial to ensure the design meets the most current standards.

2.6 Conditions Placed On Permits

The conditions enumerated in this section will be placed on the applicant as part of the application. These conditions to the permit continue to be in effect unless changes are made or authorized by the Department.

Violation of the conditions specified in a permit and in these regulations shall be ground for revocation of the permit. If necessary, the Department has the authority to remove a driveway constructed in violation of the permit and to restore the right of way. The cost of this work will be collected from the applicant or by using the performance bond, escrow, or letter of credit.
2.6.1 General Restrictions

1. No driveway approach or other improvement constructed on DOT R/W, as an exercise of the permit shall be relocated or have its dimensions altered without the written permission of either the Traffic Engineer who approved the permit or a higher authority. A letter from the engineer approving the change must be sent to the applicant and all who received a copy of the original permit.

2. Parking is prohibited on DOT R/W except in downtown areas where parallel or angle parking is provided by the city, by ordinance and in compliance with O.C.G.A. 32-6-2, 40-6-200, 40-6-202 or 40-6-204, or in those instances where a Temporary Conditional Special Encroachment Permit is approved for parking on the R/W. When approved by the Department, excess R/W may be leased for parking at the current property value rate.

3. Driveways should not be provided within the R/W for purposes of parking loading, servicing, etc.

4. Geometric and safety requirements shall be maintained as stipulated in the permit and shall not be altered by the applicant.

5. The applicant must take possession of an approved permit within 60 days of approval. If not, the permit will be canceled after 90 days.

6. Work under the permit shall begin within 90 days after approval. Failure to begin work will be cause for the permit to be canceled.

7. Construction work authorized by an approved permit shall be completed within twelve (12) months following approval of the permit. Permitted work not completed within twelve (12) months, for just reasons, may be officially extended, by the District Engineer, for an additional six (6) months. Additional permit extensions may be granted with sufficient cause by the District Engineer on an individual basis. If the permitted work is not completed in compliance with the terms, action will be taken to secure the bond or Escrow in order to complete the work to Department standards, or remove the uncompleted work and restore the R/W.

8. Once a permit has been canceled or voided, it cannot be reactivated or reinstated for any reason. A new permit must be submitted when the applicant is ready to begin work. This also includes the appropriate number of copies of up-to-date plans and all related documentation needed to review the application. This is necessary because when a permit is canceled, the file is closed out and placed with permits that have been completed. These are then cataloged and sent to the State Records Center for permanent retention.

9. New driveways to new businesses should not be opened for use by the traveling public until the final inspection and release of any bond or escrow by the District Engineer.

10. It is the responsibility of the property owner to provide routine maintenance of the commercial driveway up to the radius return at the edge of the roadway without making improvements to it as governed by the permit process. Maintenance or replacement of the side drain pipe installed by the permittee will be their responsibility.

11. Permits that include vegetation removal require mitigation. Refer to GDOT policy 6755-9 for additional information.
2.6.2 Liability and Responsibility of Applicant

Applicants will be required to submit a hold harmless Agreement before the permit is approved. A copy of the Hold Harmless Agreement is provided in Appendix D. The applicant is responsible for the relocation, adjustment or removal of all utility conflicts within the development area at no cost to the Department or the State. All traffic control devices including signs and traffic signal equipment relocated in compliance with the access permit will be completed at no cost to the Department. The Department requires the applicant to contact the Utilities Protection Center (UPC) for “Design locate requests” which aids in the location of existing utility facilities for pre-design, advance planning purposes, or bidding. The applicant is required to contact the District Traffic Operations Office to locate existing traffic signal equipment within the area of the access permit. Excavators shall contact the UPC in accordance with the Official Code of Georgia Annotated 25.9, before commencing excavation activities. Applicants or their contractors must notify the appropriate Area Office prior to beginning work on the right of way.

The applicant must move, relocate or remove any installation or construction placed on DOT R/W without cost to the Department or the State when instructed in writing to do so by the Department. Applicant must remove all longitudinal pipe under any proposed deceleration lane. If necessary, the applicant's performance bond or letter of escrow will be used to accomplish this work.

When determined necessary by the Department, the applicant must exhibit satisfactory evidence of adequate liability insurance to cover all aspects of the work specified under the permit for protection of the traveling public. Limits of such coverage shall be determined separately for each applicant and declared by the Department at its discretion.

2.6.3 Ownership of Completed Work

A median crossover constructed under a Special Encroachment or Commercial Driveway Permit becomes a feature of the highway and the unconditional property of the Department. The permit applicant or property owner(s) and/or lessees adjacent to the R/W at the crossover site retain no ownership or legal interest therein. The Department reserves the right and all authority to close, relocate or remove a crossover when such action is deemed necessary in the interest of public safety or efficiency of the roadway.
Chapter 3. Spacing of Driveways

3.1 Spacing of Driveways

As drivers approach each intersection along a roadway, they are often presented with decisions and may be required to stop or make various maneuvers. When exiting the roadway, it is necessary to decelerate and in some cases, to change lanes. It may also be necessary to adjust speeds in reaction to other vehicles entering into the arterial traffic stream. Driveways should be spaced so that drivers can perceive and react to the conditions at each intersection in succession. Spacing between driveways should be at least equal to the distance traveled, at the posted speed limit, during the normal perception and reaction time plus the distance traveled as the vehicle decelerates to a stop. Each driveway or intersection also requires storage space for vehicles waiting to enter. The distance between intersections should be great enough to provide this storage, allowing each intersection to have its functional boundary separated from those of the next intersection. Crash data also indicate that as the number of driveways along a roadway increases so do accident rates. This is based on the TRB Access Management Guide. Meeting the spacing criteria is not, in itself an indication that driveways or additional driveways will be allowed for a site. Alternative access routes are recommended. Side street access is deemed as “reasonable access”.

Guidelines for driveway spacing, associated with the construction of new driveways, are provided in Table 3-1. Driveways should be separated from any other facility, which accesses a State Highway, whether it is another driveway or a public street. Minimum spacing requirements should also apply to driveways on the opposite side of undivided roadways. Variances are defined in Section 2.5.1. Requirements for the length of right and left turn lanes will dictate driveway spacing as shown in Table 4-8 and Table 4-9, and may increase the minimum allowable spacing shown in Table 3-1. This table is based on the width of the radii.

3.1.1 Spacing of One-Way Driveways

A driveway pair must be separated from another driveway pair by the distance as shown in Table 3-1. A driveway pair must also be separated from an adjacent two-way driveway in accordance with the spacing criteria in Table 3-1.

Figure 3-1 shows a typical layout of one-way driveways. The spacing criteria presented in Table 3-1 does not apply to the distance between the two one-way driveways (driveway pair).
Table 3-1  Spacing Criteria for Driveways, Public Roads And Side Streets

<table>
<thead>
<tr>
<th>POSTED SPEED, MPH</th>
<th>MINIMUM DRIVEWAY SPACING WITHOUT RIGHT TURN LANE (FEET)</th>
<th>MINIMUM DRIVEWAY SPACING WITH RIGHT TURN LANE (FEET)</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>125</td>
<td>125</td>
</tr>
<tr>
<td>30</td>
<td>125</td>
<td>125</td>
</tr>
<tr>
<td>35</td>
<td>150</td>
<td>150</td>
</tr>
<tr>
<td>40</td>
<td>185</td>
<td>185</td>
</tr>
<tr>
<td>45</td>
<td>230</td>
<td>230</td>
</tr>
<tr>
<td>50</td>
<td>275</td>
<td>275</td>
</tr>
<tr>
<td>55</td>
<td>350</td>
<td>350</td>
</tr>
<tr>
<td>60</td>
<td>450</td>
<td>450</td>
</tr>
<tr>
<td>65</td>
<td>550</td>
<td>550</td>
</tr>
</tbody>
</table>

Figure 3-1  Spacing Criteria for One-Way Driveways
3.1.2 Placement of Driveways

Not only must driveways be spaced from other driveways as provided above, they must also be located a minimum distance from the property line. The radius return must be a minimum of 4’ from the property line or the encroachment agreed to by the adjacent property owner by signing a radius encroachment agreement. This agreement may be waived by the District Engineer if a safety concern exists.

When driveways are to be jointly used by two or more property owners, the property line separation requirements given in the above paragraph can be waived. However, a joint use agreement signed by the affected property owners must be provided to the Traffic Engineer. Either property owner may apply for the driveway permit. Refer to section 3.2 (Driveway Alignment).

3.1.3 Placement of Interior Driveways

The placement of the first interior drive which intersects the driveway from the State Route should be as far as possible from the State Route for safe, more efficient operation. The distance between the roadway traffic and the first internal movement shall be a minimum of 200 feet, as shown in Figure 3-1.2. Lots less than 500 deep should maintain a minimum distance of 100 feet. The distance required should be maintained or increased so as to avoid interference with the mainline traffic flow for large sites with high volumes, heavy truck traffic, and on high volume roadways.

If no other design alternatives exist and interior drives are proposed which do not meet minimum spacing, the left turning movement should be restricted with a raised barrier. Site planning should be done such that Interior Driveways accommodate the right of way at least 100 feet of storage.
3.2 Driveway Alignment

Driveways should align with other driveways located on the opposite side of the State Highway. If offset driveways cannot be avoided, the same driveway spacing criteria as given in Table 3-1 should be provided, to provide space for left turns. Figure 3-2 shows how the spacing is measured for spacing offset driveways onto undivided highways. Spacing is from Radius Return to Radius Return.
Figure 3-2  Spacing of Offset Driveways

If the State Highway involved is a divided facility and the driveways do not align with a median crossover, the driveway spacing would only apply to the adjacent driveway located on the same side of the Highway as shown above in Figure 3-2 (B).
3.3 Spacing of Median Crossovers

When the applicant is requesting a median crossover on a divided highway, the spacing standards shown in Table 3-2 apply.

<table>
<thead>
<tr>
<th>ROADWAY TYPE</th>
<th>CROSSOVER SPACING, Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Desirable</td>
</tr>
<tr>
<td>RURAL</td>
<td>2640</td>
</tr>
<tr>
<td>URBAN</td>
<td>1320</td>
</tr>
</tbody>
</table>

Table 3-2 Spacing of Median Crossovers

Other factors will also be considered, such as distance to other median openings, adjacent land use, expected traffic volumes, and the resulting volume of U-turns that are likely to occur without the median opening. Meeting the spacing criteria is not, in itself, an indication that median openings will be allowed. Refer to GDOT Policy 4A-4 for medians requiring a break in limited access right-of-way. All median openings will be approved by the Director of Operations or their designee for existing facilities.

NOTE: RURAL or URBAN Roadway Sections - refers to characteristics such as typical section, speed limit, density of street and highway networks, nature of travel patterns, shoulder treatment and lane use.

See definitions section for an explanation of “Urbanized” or “Rural”.
3.4 Spacing of Signalized Intersections

This section is provided to assist the applicant’s engineer in designing sites that may need signalized points of access to the State Highway System. Table 3-3 contains guidelines for the spacing that should be provided between signalized intersections.

<table>
<thead>
<tr>
<th>ROADWAY TYPE</th>
<th>MINIMUM SIGNAL SPACING, Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>RURAL</td>
<td>2640</td>
</tr>
<tr>
<td>URBAN</td>
<td>1320</td>
</tr>
</tbody>
</table>

Table 3-3 Spacing of Signalized Intersections

The spacing guidelines provided above are indicative of conditions that normally offer better signal progression for arterial traffic flow. It is recognized that under certain conditions, better operation may result from the introduction of signals with less spacing if the alternative forces high volumes of traffic to an adjacent intersection. Consideration should be given to developing multiple access strategies to a site including access to adjacent signalized intersections.

When the applicant can show, through an alternatives analysis, that better operations can be achieved with less spacing, the Department will consider an exception to the provisions of Table 3-3.

3.5 Sight Distance-without medians

Driveways should be located to provide adequate sight distance. Minimum intersection sight distance criteria are provided in Table 3-4. The line of sight establishes the boundary of a sight triangle, within which there should be no sight obstruction. The sight distance requirements apply even if the intersection has traffic signals.
ARTERIAL SPEED (MPH) | SIGHT DISTANCE (FEET)*
--- | --- | --- | --- | --- | --- | --- | ---
 | 2 Lane | 3 Lanes | 4 Lanes | 5 Lanes | 2 Lane | 3 Lanes | 4 Lanes | 5 Lanes |
SDL=SDR | SDL | SDR | SDL | SDR | SDL | SDR | SDL | SDR |
--- | --- | --- | --- | --- | --- | --- | --- | --- |
30 | 335 | 355 | 310 | 375 | 335 | 400 | 355 |
35 | 390 | 415 | 365 | 440 | 390 | 465 | 415 |
40 | 445 | 475 | 415 | 500 | 445 | 530 | 475 |
45 | 500 | 530 | 465 | 565 | 500 | 600 | 530 |
50 | 555 | 590 | 515 | 625 | 555 | 665 | 590 |
55 | 610 | 650 | 570 | 690 | 610 | 730 | 650 |
60 | 665 | 710 | 620 | 750 | 665 | 795 | 710 |
65 | 720 | 765 | 670 | 815 | 720 | 860 | 765 |

Table 3-4 Intersection Sight Distance Requirements

The sight distance criteria are based on the time required for a vehicle to make a left turn from a stop-controlled approach to the State Highway (AASHTO Case B1). The time to execute the maneuver is based on recommendations contained in NCHRP Report 383, Intersection Sight Distance. A time gap of 7.5 seconds is used for calculating the sight distance for a stopped vehicle making a left turn onto a two-lane highway with no median and grades 3 percent or less. The time gap is decreased by 1.0 seconds for right-turn maneuvers without undue interference with major road-traffic. The time is increased by 0.5 seconds for each additional lane to be crossed.

The sight distances given in Table 3-4 are for undivided highways. If the highway is divided, the effect of the median should be considered in determining the required sight distance. Based on the conditions, it may be feasible for the crossing maneuver to be done in two stages with a stop in the median. However, the intersection should only be treated in this manner if the signing and marking is accordingly provided. Otherwise, the sight distance requirements should be increased to account for the additional width that must be crossed. See AASHTO Green Book, Chapter 9 Intersections, for adjustments due to grades greater than 3% and design vehicles other than passenger cars. Sight lines in medians cannot be obstructed with tall vegetation full to the ground to allow drivers time to anticipate movement of pedestrians and other drivers.
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Chapter 4. Design Criteria

The design of driveways shall comply with the guidelines of AASHTO’s A Policy on Geometric Design of Highways and Bridges, current edition. However, this chapter provides a summary of the minimum design constraints that will be checked during the plan review process. All modes of transportation should be taken into consideration, cars, pedestrians, bikes and trucks.

The geometric design of an intersection is a collection of various elements - such as radius, width, grade, angle of intersection, etc, - that in combination provide for satisfactory operation of the vehicles that will use the intersection. Since the operating characteristics vary dramatically for different types of vehicles, the designer must first establish the design vehicle on which to base the design. The designer should also check the final design to ensure the design vehicles can operate satisfactorily. In addition, if the applicant can demonstrate that his design can accommodate the appropriate design vehicle even though one or more design elements do not meet the minimum values contained in this chapter, the Department may approve the plans.

4.1 Design for Trucks

The design criteria given in this chapter have more stringent requirements for trucks. Even though the general use of such guidance would result in more desirable operations for all vehicles, it is neither practical nor necessary to design all facilities to accommodate trucks. The designer must use judgment in selecting the proper design vehicle.

When semi trailer combination trucks are expected to use the intersection on a regular basis and in numbers more than just an occasional vehicle, then the intersection should be designed to accommodate the truck movements. This includes most driveways designed for industrial use and many commercial driveways.

For commercial uses such as shopping centers, the preliminary site plan should indicate where heavy-duty pavement would be provided to accommodate truck access to loading docks. Any driveway associated with access/egress for the loading docks should use the truck radii. Minor movement driveways, particularly those that allow only right turns will generally only be used by passenger cars.

4.2 Driveway Width

When traffic impact studies are required (see Section 2.4), the driveway shall be designed to provide the number of lanes recommended in the study. Standard lane widths are 12’.

When the need for multiple lanes is not established from a traffic impact study, the minimum and maximum driveway widths are as set forth in Table 4-1.

<table>
<thead>
<tr>
<th>DRIVEWAY USE</th>
<th>WIDTH, Ft.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MINIMUM</td>
<td>MAXIMUM</td>
</tr>
<tr>
<td>Current Residential GA Std.</td>
<td>14</td>
<td>20</td>
</tr>
<tr>
<td>Current Commercial (One Way) GA Std</td>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td>Current Commercial (Two Way) GA Std</td>
<td>24</td>
<td>40</td>
</tr>
<tr>
<td>Mining, Logging, Farming, Agricultural</td>
<td>18</td>
<td>24</td>
</tr>
</tbody>
</table>

Table 4-1 Driveway Widths
Note: When a traffic study indicates multiple lanes requiring greater widths, this table does not apply.

### 4.3 Corner RADII

Corner radii are generally established by the minimum path of the inside wheels of the design vehicle when making a right turn. The minimum corner radii to be used for driveways are given in Table 4-2.

The size of the radius is determined by the development use typical design vehicle.

<table>
<thead>
<tr>
<th>DRIVEWAY USE</th>
<th>MINIMUM RADIUS, Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>15</td>
</tr>
<tr>
<td>Commercial</td>
<td>35</td>
</tr>
<tr>
<td>When Designed For Trucks</td>
<td>75</td>
</tr>
</tbody>
</table>

**Table 4-2 Minimum Corner Radii**

### 4.4 Left Turning Control RADII

The path of the inside wheels during left turns is also important for the design of median openings and intersections with dual left turn lanes. Table 4-3 contains guidelines for minimum left turning radii.

<table>
<thead>
<tr>
<th>DRIVEWAY USE</th>
<th>CONTROL RADIUS, Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>40</td>
</tr>
<tr>
<td>Commercial</td>
<td>50</td>
</tr>
</tbody>
</table>

**Table 4-3 Left Turning Control Radius**
4.5 Median Crossover Design

Driveways onto Divided State Highways where full access is to be provided shall be designed in accordance with Georgia DOT Construction Details for Median Crossovers. The detail has three types of designs that are applicable in different situations.

4.5.1 Type A Median Crossover

Type A median crossovers may be considered on low volume rural roadways. This type of median crossover is only allowed when the projected volume of left turning vehicles does not exceed 20 per hour per direction.

4.5.2 Type B Median Crossover

Type B median crossovers are required when the projected volume of the left turn movement exceeds 20 vehicles per hour per direction and/or when the median width is sufficient to offset the left turn lane from the adjacent through lane. This design provides better sight distance for vehicles in the left turn lane. This is important for unsignalized intersections and when unprotected turns are allowed at signalized intersections.

4.5.3 Type C Median Crossover

Type C median crossovers are typically used in urban areas where the median width is limited to approximately 24’ or less. With this type of crossover, it may be necessary to add pavement to the opposite edge in order to accommodate U-Turns.

Table 4-4 illustrates the minimum pavement width that is required for some vehicles to make U-Turns. The required width is given for passenger cars and for WB-40, WB-62, and WB-67 trucks.

<table>
<thead>
<tr>
<th>DRIVEWAY USE</th>
<th>MINIMUM WIDTH (W), Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>PASSENGER CAR</td>
<td>48</td>
</tr>
<tr>
<td>WB - 50 TRUCK</td>
<td>80</td>
</tr>
<tr>
<td>WB – 62/WB - 67 TRUCK</td>
<td>90</td>
</tr>
</tbody>
</table>

Table 4-4 Minimum Road Width for U-Turns
Figure 4-1  Georgia DOT Construction Details for Median Crossovers
4.6 Horizontal Alignment

In general, the horizontal alignment of driveways should be designed using a tangent section from the centerline of the State Highway and extending to the property line. Horizontal curves that are used outside the State Highway Right of Way are generally not part of the permit issued by the Department.

Horizontal curves should be sufficient to provide safe operations at speeds that would normally occur in the areas where they are constructed.

4.6.1 Angle of Intersection

Intersecting driveways and roads should generally meet at or nearly at right angles. Driveways and roads intersecting at acute angles create sight limitations that should be avoided.

In some cases, a more suitable overall design can be achieved by allowing intersecting angles other than 90 degrees. Table 4-5 gives the minimum angle of intersection that will generally be allowed for driveways designed to accommodate two-way traffic flow. Figure 4-2 illustrates the minimum angle of intersection for one-way right turn only driveways.

4.6.2 Alignment of Approach and Departure Lanes

Driveways should be designed and constructed so as to align with driveways or streets on the opposite side of the highway. The alignment of through movements crossing the highway should be such that abrupt shifts in the travel pattern are not required.

<table>
<thead>
<tr>
<th>DRIVEWAY USE</th>
<th>MINIMUM ANGLE OF INTERSECTION (A), Degrees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>70</td>
</tr>
<tr>
<td>Commercial</td>
<td>85</td>
</tr>
<tr>
<td>WHEN DESIGNED FOR TRUCKS</td>
<td>88</td>
</tr>
</tbody>
</table>

Table 4-5 Minimum Angle of Intersection for Two-Way Driveways
Driveways designed for one-way right turn only traffic flow may have intersecting angles as low as 70 degrees, as illustrated in Figure 4-2.

![Diagram of Minimum Angle of Intersection for One-Way Driveways]

**Figure 4-2  Minimum Angle of Intersection for One-Way Driveways**

### 4.7 Driveway Tie-In Configurations

#### 4.7.1 Driveway Connections to Urban Sections

This section describes the requirements for constructing driveway connections to State Highways with curb and gutter. Georgia DOT has two Standard Detail Drawings (A1 and A2) that describe the appropriate design and construction methods for these conditions. The basic layout of the two configurations is schematically shown in Figure 4-3.
Figure 4-3   Driveway Connections to Urban Sections

Note: Please use the current ADA requirements when applying Figure 4-3. Connections shown in Standard 9031J Construction Detail A2 are commonly used for commercial driveways, while the configuration given in Construction Detail A-1 is typically used for residential driveways. Figure 4-3 is a simplified diagram of the details. The designer should refer to the actual GDOT Construction Details when preparing driveway plans for the most current standards.

The actual dimensions of lane widths, radii, etc. should be as specified in relevant sections of this document. Figure 4-3 also does not show deceleration or turn lanes. See section 4I for guidelines on deceleration lane requirements and their dimensions.
4.7.2 Driveway Connections to Rural Sections

The section describes the requirements for connecting to State Highways that do not have curb and gutter.

The basic configuration and requirements for connecting a driveway that will not have curb and gutter into a State Highway that also does not have curb and gutter are illustrated in Figure 4-4.

The ends of the driveway pipe should be extended to maintain a minimum six (6) foot shoulder. The side slope should normally be flatter than 6:1 but shall be no steeper than 4:1.

When ditches are constructed on the State Right-of-Way, the front slope should be no steeper than 4:1. When the bottom of the ditch is between 5’ and 8’ below the edge of pavement, the front slope can be increased to 3:1. When the ditch is greater than 8’ below the edge of pavement, the front slope can be increased to 2:1. In any case, when the front slope is steeper than 4:1, guardrail should be used.

Figure 4-4 shows a deceleration lane, which in some conditions is not required. See section 4I to determine if a deceleration lane will be required.

For connecting a driveway that will have curb and gutter to a State Highway without curb and gutter, see Figure 4-5.

Curb and gutter should not be used adjacent to a travel lane on a road with posted speed limits above 45 MPH. A 4” mountable curb and gutter may be used along acceleration/deceleration lanes or a designated turn lane but not along a taper.

.
SECTION A-A TYPICAL SECTION (WITH DRIVEWAY PROFILE)

EXISTING PAVEMENT  12'  SHOULDER  VARES  BACK SLOPE
DECEL LANE     SEE NOTE     FRONT SLOPE

NOTE:
JOINT AT E.P. SHALL BE UNIFORM
SAWCUT IS REQUIRED TO OBTAIN UNIFORMITY
SHOULDER ON DECELERATION LANE SHOULD MATCH THE EXISTING
SHOULDER OR 6 FT, WHICEVER IS LARGER
SEE THE FIGURE 4-6 FOR ALLOWABLE DRIVEWAY GRADES

SECTION B-B TYPICAL SECTION (MAINLINE WITH DECEL LANE)

EXISTING PAVEMENT  12'  SHOULDER  VARES  BACK SLOPE
DECEL LANE     SEE NOTE     FRONT SLOPE

NOTE:
JOINT AT E.P. SHALL BE UNIFORM
SAWCUT IS REQUIRED TO OBTAIN UNIFORMITY
SHOULDER ON DECELERATION LANE SHOULD MATCH THE EXISTING
SHOULDER OR 6 FT, WHICEVER IS LARGER

DRAWINGS NOT TO SCALE

SECTION C-C TYPICAL SECTION (AT SIDE DRAIN PIPE)

SHOULDER  6'

MINIMUM 18" OF FILL OVER PIPE FOR UPAVED RESIDENTIAL DRIVEWAYS
IT IS DESIRABLE TO HAVE 12" TO 18" OF FILL OVER PIPE FOR PAVED DRIVEWAYS

Figure 4-4  Driveway Connection to Rural Roadways
Figure 4-5  Connecting Driveways with Curb & Gutter to Rural Sections

DETAIL"A"-WITH DECEL LANES

SEE INSET FOR DETAIL

SEE TABLE 4-7

SEE TABLE 4-7

12'

EDGE OF TRAFFIC LANE

VARIABLE 28' NORM.

NOTE:
CURB & GUTTER WILL BE USED ON THE ENTIRE RADIUS IF THE INTERIOR DEVELOPMENT HAS CURB & GUTTER,

INSET

2'

4'

PAVEMENT

CURB

6" CURB

TAPER LAST 4' OF CURB FROM FULL CURB HEIGHT TO 0"

DETAIL"B"-WITHOUT ACCEL/DECEL LANES

NOTE:
THIS DESIGN WILL BE USED WHEN THERE IS CURB & GUTTER IN THE DEVELOPMENT, BUT THERE IS NO CURB & GUTTER ON THE ROADWAY AND NO ACCEL/DECEL LANES

12'

SEE INSET FOR DETAIL

VARIABLE 28' NORM.
4.8 Driveway Grades

In general, the grade of the driveway should be a continuation of the cross slope of the roadway that it connects to. Figure 4-6 illustrates allowable grades for driveways connecting to State Highways.

Figure 4-6 (A) shows the profile of a driveway connecting to the normal cross section of a highway. The cross slope of the highway should be maintained for a minimum distance of 12’ beyond the edge of pavement.

Where the roadway pavement is super elevated, it is desirable to reduce the grade of the driveway below that of the super elevated pavement in order to reduce the amount of runoff draining across the highway. The grade of the driveway will be allowed to break at the edge of pavement. However, the difference in grade change must not exceed 0.08ft/ft.

![Diagram of Driveway Grades](image)

**Figure 4-6 Allowable Driveway Grades**
4.9 Auxiliary Turn Lanes

4.9.1 When Deceleration Lanes Are Required

The provisions of this section shall generally apply to auxiliary lanes installed on the approach to an intersection that provide for deceleration and storage of vehicles waiting to turn right or left. Such lanes are always beneficial and will be required in conjunction with commercial driveway permits when projected traffic volumes exceed minimum levels as provided in the sections below.

All existing utilities which would be under new pavement or in acceleration/deceleration lanes shall be relocated before final grading and paving, and at no cost to DOT. Existing utilities which are found to be not in conflict with construction may be allowed if a Retention Request is processed by the utility owner and approved by the Department.

4.9.1.1 Minimum Requirements for Right Turn Deceleration Lanes

Right turn deceleration lanes must be constructed at no cost to the Department if the daily site generated Right Turn Volumes (RTV) based on ITE Trip Generation (assuming a reasonable distribution of entry volumes) meet or exceed the values shown in Table 4-6. Passing lane sections fall under the criteria for two or more lanes.

<table>
<thead>
<tr>
<th>Posted Speed</th>
<th>2 Lane Routes</th>
<th>More than 2 Lanes on Main Road</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AADT</td>
<td>AADT</td>
</tr>
<tr>
<td>&lt; 6000</td>
<td>&gt;=600</td>
<td>&lt;10000</td>
</tr>
<tr>
<td>35 MPH or Less</td>
<td>200 RTV a day</td>
<td>100 RTV a day</td>
</tr>
<tr>
<td>40 to 50 MPH</td>
<td>150 RTV a day</td>
<td>75 RTV a day</td>
</tr>
<tr>
<td>55 to 60 MPH</td>
<td>100 RTV a day</td>
<td>50 RTV a day</td>
</tr>
<tr>
<td>&gt;= 65 MPH</td>
<td>Always</td>
<td>Always</td>
</tr>
</tbody>
</table>

Table 4-6 Minimum Volumes Requiring Right Turn Lanes

In the event the District Traffic Engineer determines that field conditions or other factors indicate that it would be in the best interest of the Department to waive the decel lane requirement, the District Traffic Engineer must document the recommendations using the form in Appendix E. The recommendations shall be approved by the District Engineer and be attached to the Permit. The District Traffic Engineer may also require the addition of a Right Turn lane, even when the conditions in Table 4-6 are not met, if roadway geometry or field conditions indicate that the safety of the traveling public would be improved. The recommendation must be documented and approved by the District Traffic Engineer for inclusion with the Permit.

The R/W for accel/decel lanes may be dedicated in fee simple to the Department for the Department to maintain or the applicant must sign an agreement with the Department to maintain the lane to the Department’s standards and to hold harmless the Department in the event that section of roadway is identified in any liability action. A Limited Warranty Deed is not acceptable when R/W is donated to the Department. See section 2.5 for details regarding RW dedication procedures.
The pavement specifications for accel/decel lanes must be Georgia DOT Standard Specifications for Construction of Roads and Bridges, or be as described and approved by the Chief Engineer in cases where a lesser design may be acceptable, or where a proposed project is expected to tie in.

### 4.9.1.2 Minimum Requirements for Left Turn Lanes

Left turn lanes must be constructed at no cost to the Department if the daily site generated Left Turn Volumes (LTV) based on ITE Trip Generation (assuming a reasonable distribution of entry volumes) meet or exceed the values shown in Table 4-7a **Condition 1**. If the LTVs are below the requirements for **Condition 1**, the applicant may be required to construct a Right Hand Passing Lane (see Figure 4-7 if they meet the criteria in Table 4-7b **Condition 2**. The District Traffic Engineer will use engineering judgment to determine if the field conditions would allow construction of the Right Hand Passing Lane. Passing lane sections fall under the criteria for two or more lanes.

#### Condition 1

<table>
<thead>
<tr>
<th>Condition 1</th>
<th>LEFT TURN REQUIREMENTS-FULL CONSTRUCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2 Lane Routes</td>
</tr>
<tr>
<td></td>
<td>ADT</td>
</tr>
<tr>
<td>&lt;6000</td>
<td>&gt;=6000</td>
</tr>
<tr>
<td>35 MPH or Less</td>
<td>300 LTV a day</td>
</tr>
<tr>
<td>40 to 50 MPH</td>
<td>250 LTV a day</td>
</tr>
<tr>
<td>&gt;= 55 MPH</td>
<td>200 LTV a day</td>
</tr>
</tbody>
</table>

**Table 4-7a  Minimum Volumes Requiring Left Turn Lanes**

#### Condition 2

<table>
<thead>
<tr>
<th>Condition 2</th>
<th>LEFT TURN REQUIREMENTS w/Right Hand Passing Lane Option</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2 Lane Routes only</td>
</tr>
<tr>
<td></td>
<td>ADT</td>
</tr>
<tr>
<td>&lt;4000</td>
<td>&gt;=4000</td>
</tr>
<tr>
<td>35 MPH or Less</td>
<td>200 LTV a day</td>
</tr>
<tr>
<td>40 to 45 MPH</td>
<td>100 LTV a day</td>
</tr>
<tr>
<td>50 to 55 MPH</td>
<td>75 LTV a day</td>
</tr>
</tbody>
</table>

**Table 4-7b  Minimum Volumes Requiring Right Hand Passing Lanes**
In the event the District Traffic Engineer determines that field conditions or other factors indicate that it would be in the best interest of the Department to waive the left turn lane requirement, the District Traffic Engineer must document the recommendations using the form in Appendix E. The recommendations shall be approved by the District Traffic Engineer and be attached to the Permit. The District Traffic Engineer may also require the addition of a Left Turn lane, even when the conditions in Table 4-7 are not met, if roadway geometry or field conditions indicate that the safety of the traveling public would be improved. The recommendation must be documented and approved by the District Traffic Engineer for inclusion with the Permit.

4.9.2 Right Turn Lane Lengths

This section provides the design guidelines that should be used to establish the lengths of turn lanes if they are required under the provisions of the previous section.

Under ideal conditions, turn lanes should provide a full-width lane that is long enough to allow for vehicles to decelerate from the operating speed to a full stop in addition to the length of full-width lane that is needed to store vehicles waiting to turn.

Table 4-8 contains guidelines for lengths of tapers (optional) and full-width turn lanes. The taper length in Table 4-8 applies to deceleration right turn lanes only. Guidelines for left turn tapers and lengths are given in Section 4.9.4.
### Table 4-8 Minimum Right Turn Deceleration Lengths

When traffic studies are conducted, the length of full-width lane needed for storage should be determined. If the length of full-width storage is greater than the length of full-width storage shown in Table 4-8, the longer length should be provided.

At signalized intersections, the amount of storage for both right and left turns can be based on the number of vehicles arriving during 1.5 signal cycles.

For unsignalized intersections, left turn storage should accommodate vehicles arriving during a two-minute period. Minimal storage is required for right turn lanes at unsignalized intersections.

#### 4.9.3 Acceleration Lanes

Acceleration lanes are generally not provided on low speed highways. Acceleration lanes may be required at locations where grade, sight distance or traffic is such that the Department determines they are needed. When operating speeds on the highway are 55 MPH and above, full-width acceleration lanes designed to meet the AASHTO minimum length should be considered.

#### 4.9.4 Left Turn Lane Design

The design of left turn lanes should consider the intended function and the characteristics of the highway. In many cases, it is necessary to widen the existing roadway to introduce the left turn lane. All vehicles approaching the turn lane are shifted to the right. The left turning traffic is then shifted back into the lane. Through traffic is returned to its original lane beyond the intersection. When the highway has a median that is at least 20 feet wide, the left turn lane can be developed out of the median, avoiding the need for transitions.

The basic design elements of left turn lanes are illustrated in Table 4-9. This example shows symmetrical widening, which basically requires the through traffic on each side to shift by one half of the lane width. Some circumstances may dictate that all widening be achieved on one side, which requires a full lane shift for through traffic on the side where the additional width is developed. Table 4-9 provides guidelines for selecting the proper length of approach taper.

<table>
<thead>
<tr>
<th>Speed, mph</th>
<th>Full Width Storage, ft.</th>
<th>Taper, ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>75</td>
<td>50</td>
</tr>
<tr>
<td>35</td>
<td>100</td>
<td>50</td>
</tr>
<tr>
<td>40</td>
<td>150</td>
<td>50</td>
</tr>
<tr>
<td>45</td>
<td>175</td>
<td>100</td>
</tr>
<tr>
<td>50</td>
<td>225</td>
<td>100</td>
</tr>
<tr>
<td>55</td>
<td>250</td>
<td>100</td>
</tr>
<tr>
<td>60</td>
<td>300</td>
<td>100</td>
</tr>
<tr>
<td>65</td>
<td>350</td>
<td>100</td>
</tr>
</tbody>
</table>
Table 4-9 Minimum Design Elements of Left Turn Lanes

The example shown in Table 4-9 has straight-line tapers. These are acceptable but other designs may also be used, including the following: partial tangent tapers, symmetrical reverse curve, and asymmetrical reverse curve. See latest edition of AASHTO green book for details.

The required length of full-width storage is based on the peak hour traffic volumes. This should be determined in the traffic study. The amount of storage is dependent on the type of traffic control in effect. For signalized intersections, the storage should be sufficient to accommodate the number of vehicles arriving during 1.5 signal cycles, using peak hour volumes. At stop-controlled intersections, the storage is typically based on the number of vehicles arriving during a two-minute period within the peak hour.
4.9.5 Dual Left Turn Lanes

Dual left turn lanes are often needed to satisfy high volume demands. Capacity analysis should be used to identify the need for dual left turn lanes. Dual left turn lanes are typically considered when the peak hour left turn volume is 300 vehicles or greater.

The decision to use dual left turn lanes should consider the off-peak periods as well as the peak periods. The off-peak periods may be adversely affected, since the use of dual left turn lanes typically precludes permissive left turns.

If dual left turn lanes are included in the design, the following design guidelines should be considered:

- Because of off tracking and the added difficulty involving two-abreast turns, a minimum 30’ throat-width should be provided through the intersection.
- Pavement markings should be provided to guide the path of the turning vehicles.
- The design should be checked to ensure that conflicts are minimized between opposing left turn maneuvers. Figure 4-8, Example “A” shows an optional layout of marking for opposing dual left turn lanes. This layout provides an additional 10’ of width for the inside left turns to pass.
- When dual left turn lanes are located opposite from an approach that does not have a dual left turn lane, the design should minimize the lateral offset for vehicles traveling straight through the intersection. This can be accomplished by providing a median or striped-out area opposite the dual left turn lane. See Figure 4-8, Example “B” as an option of design.
Figure 4-8  Design of Dual Left Turn Lanes
4.10 Raised Islands

Islands are an important form of intersection channelization that is often needed to accomplish the following objectives:

- Prohibit undesirable movements,
- Define the paths of allowed movements, and
- Provide a refuge area for pedestrians.

Raised islands should be large enough to command attention and accommodate wheelchairs. The smallest raised island should have an area of 75 square feet. However, 150 square feet or more is desirable. (Refer to revised ADA standards)

When multiple crosswalks are required to pass through islands, the required size may exceed the 75 square feet mentioned above. The additional area may be required to install wheelchair ramps. As an alternate to ramps, the pedestrian travel way can be “slotted” through the island, remaining on the grade of the roadway.

Figure 4-9 shows a typical design for a raised corner island at a two-lane driveway. This design uses a radius of 65’ and provides an island of sufficient size for wheelchair ramps and level landings.

Figure 4-9 also contains a median island along the driveway. This drawing should not imply that median islands or corner islands are required for all driveways. However, large painted islands may not serve the intended channelization purpose and the type island to be used should be based on the actual circumstances of the site.

Raised islands should be offset from the edge of the adjacent travel lane on all sides. When raised islands are adjacent to highways with posted speed limits at or below 45 MPH, the amount of offset should be 4’ desirable, 2’ minimum. When raised islands are adjacent to highways with posted speed limits above 45 MPH, the island shall be offset from the edge of the highway by a minimum distance of 10’.

4.10.1 Right-In / Right-Out Driveways

Raised islands are also typically used to channelize the movements at a driveway where only right turns are allowed. The raised island is an effective means of preventing left turns. Figure 4-10 provides a typical design for right turn only islands. All sign posts to be placed within concrete area must have hole through pavement structure. The hole may be formed, drilled or sawed.

A center raised concrete median shall be placed on the State Route in conjunction with the construction of a right in/right out driveway in the event the District Traffic Engineer determines that field conditions or other factors indicate the need for such median to help prevent left turn movements at the driveway.
Figure 4-9   Design of Raised Islands
Figure 4-10  Typical Right-In / Right-Out Driveway Islands
4.11 Pedestrian Considerations

When driveways are constructed in areas where pedestrian activity is not prohibited, the design should adequately provide for pedestrian movement and interaction with vehicular traffic. Pedestrian features that should be considered include sidewalks, crosswalks, traffic control features, and curb ramps are required. The Americans with Disabilities Act Accessibility Guidelines must be utilized where pedestrian traffic is expected.

Figure 4-11 contains typical locations for curb cut ramps. Ramps are required at all pedestrian crosswalks where curb is constructed or replaced. Ramps must be constructed on each side of a crosswalk to provide a continuous ADA accessible pathway. When ramps are constructed at an intersection, all corners of the intersections must have ramps installed.

The required crosswalk detail is also shown in Figure 4-11. See current Department Construction Details for the appropriate treatment. Refer to Pedestrian & Streetscape Guide.

Figure 4-12 contains typical locations for ramps in raised concrete traffic islands.

4.12 Pavement Design

All construction, within the right of way, of surfaces intended for travel by motorized vehicles shall be paved.

The pavement specification of auxiliary lanes on State Highways shall be the Georgia DOT Pavement Design, or the typical of the existing roadway, whichever is less.
Figure 4-11  Typical Crosswalk Details
Figure 4-12  Raised Concrete Island with Ramps
(Semi-Depressed)

4.13 Clear Zone Requirements

AASHTO publishes a Roadside Design Guide that should be used as a reference when designing driveways.

Table 4-10 provides the clear zone distances as contained in the Roadside Design Guide. Driveways must be designed so that all areas within the Highway Right of Way have clear zones as defined in Table 4-10.
### Table 4-10 Clear Zone Distances (In Feet from Edge of Traveled Way)

<table>
<thead>
<tr>
<th>DESIGN SPEED MPH</th>
<th>DESIGN ADT</th>
<th>FILL SLOPES</th>
<th>CUT SLOPES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>6:1 or Flatter</td>
<td>5:1 to 4:1</td>
</tr>
<tr>
<td>40 OR LESS</td>
<td>&lt; 1500</td>
<td>10-12</td>
<td>12-14</td>
</tr>
<tr>
<td></td>
<td>1500 – 6000</td>
<td>12-14</td>
<td>14-16</td>
</tr>
<tr>
<td></td>
<td>&gt; 6000</td>
<td>14-16</td>
<td>16-18</td>
</tr>
<tr>
<td>45 – 50</td>
<td>&lt; 1500</td>
<td>14-16</td>
<td>16-20</td>
</tr>
<tr>
<td></td>
<td>1500 – 6000</td>
<td>16-18</td>
<td>20-26</td>
</tr>
<tr>
<td></td>
<td>&gt; 6000</td>
<td>20-22</td>
<td>24-28</td>
</tr>
<tr>
<td>55</td>
<td>&lt; 1500</td>
<td>16-18</td>
<td>20-24</td>
</tr>
<tr>
<td></td>
<td>1500 – 6000</td>
<td>20-22</td>
<td>24-30</td>
</tr>
<tr>
<td>60</td>
<td>&lt; 1500</td>
<td>20-24</td>
<td>26-32*</td>
</tr>
<tr>
<td></td>
<td>1500 – 6000</td>
<td>26-30</td>
<td>32-40*</td>
</tr>
<tr>
<td></td>
<td>&gt; 6000</td>
<td>30-32*</td>
<td>36-44*</td>
</tr>
<tr>
<td>65 - 70</td>
<td>Under 1500</td>
<td>24-26</td>
<td>28-36*</td>
</tr>
<tr>
<td></td>
<td>Over 6000</td>
<td>30-34*</td>
<td>38-46*</td>
</tr>
</tbody>
</table>

**Notes:**
* Clear zones may be limited to 30’ for practicality and to provide a consistent roadway template if previous experience with similar designs indicates satisfactory performance. Greater clear zone distances may be provided where indicated by crash history.

** Fixed objects should not be present in the vicinity of the toe of these slopes. The width of the recovery zones should consider a number of factors including right of way availability, environmental concerns, economic factors, safety needs, and accident history.

All areas located within the clear zones should remain clear of obstructions such as bridge abutments, poles, trees, etc. If obstructions are unavoidable, the design should include appropriate protection such as break-away design, guardrail installation, safety end treatments on culverts, etc. The Roadside Design Guide includes a table for horizontal curve adjustments, where the clear zone correction factor is applied to the outside of curves only. Curves flatter than a 2860 foot radius do not require an adjusted clear zone. Guardrails must be kept free of nearby vegetation to allow for maintenance.
4.14 Right of Way Requirements

In order to construct driveways, it is often necessary to construct improvements to the State Highway. These improvements typically include the addition of lanes along the State Highway such as a deceleration lane, or traffic signal equipment.

If sufficient right of way exists, improvements to the State Highway will be permitted without the requirement of additional right of way. In urban sections, the face of curb along the State Highway should be no closer than 14’ from the right of way. In rural sections, the point located one-half way up the back slope should be on or within the right of way line. Sufficient right of way should be donated to the Department for the deceleration lane/ commercial driveway, roundabout design, or right of way miters for traffic signal strain poles and equipment. Paving specifications to match existing pavement or better should be full-depth to the right of way line. NOTE: Depths may be reduced, if field conditions warrant.

If additional right of way is required in order to construct the required improvements, the applicant must dedicate the right of way. The applicant must record the plat and legal description at the County Courthouse and provide the original copy to the appropriate Traffic Engineer. See section 2.5 for details regarding RW dedication procedures.

If existing utility easements are within the required right of way, the applicant must arrange for a replacement easement with written acceptance from the utility. At the discretion of the District Utilities Engineer or State Utilities Engineer, an Easement Limited Agreement may need to be executed by the Department on a form acceptable to the Department and utility. All right of way and utility issues shall be completed prior to the issuance of the permit.
Chapter 5. Signing and Marking - Contents

5.1 Signing

5.2 Pavement Marking
Chapter 5. Signing and Marking

All signing and pavement marking must be designed and installed in conformance with the latest edition of the Manual on Uniform Traffic Control Devices. Reference is also made to the GDOT Signing and Marking Design Guidelines, current edition, which is available from the Office of Traffic Safety and Design.

5.1 Signing

All traffic signs shall be made using reflective sheeting mounted to aluminum panels (normally Type 1 panels) in accordance with Georgia Standard Specifications.

All sign posts to be placed within concrete area must have 6" wide diameter space through substructure.

All signs, except as noted below, shall be fabricated using Type III (High Intensity) reflective sheeting.

All warning signs, red series regulatory signs, including Stop, Yield, and Do Not Enter signs shall be fabricated from Type IX (type 9 Wide Angle Prismatic) reflective sheeting.

Stop signs and Yield signs on all approaches to State Highways shall be 36" in width.

“No Parking” signs, R8-3 (24"x24"), shall be installed on all deceleration lanes constructed in conjunction with driveway permits. One sign is required at the beginning of full-width deceleration lanes that are not longer than 200’. Additional signs should be installed for each additional 200’ of length.

Signs installed in conjunction with driveway permits are installed using either Types 7, 8, or 9 Square Tubing. Table 5-1 provides guidelines for selecting the post type.

Signs shall be mounted at a height of 7 feet above the edge of pavement to bottom of the sign. Signs shall be setback from the edge of pavement by 12 feet or 6 feet from a paved shoulder (whichever is greater). The clearance to non-mountable curbs should be at least 2 feet.

SIGN CENTROID IS DISTANCE FROM GROUND LEVEL TO BOTTOM OF SIGN PLUS HALF THE HEIGHT OF THE SIGN.

<table>
<thead>
<tr>
<th>Sign Centroid</th>
<th>GROUND MOUNTED BREAKAWAY SIGN SUPPORT NOT REQUIRED</th>
<th>GROUND MOUNTED BREAKAWAY SIGN SUPPORT REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TYPE 7 2-1/4 GA.</td>
<td>TYPE 9 2-1/4&quot; 14 ga.</td>
</tr>
<tr>
<td></td>
<td>1 POST</td>
<td>1 POST</td>
</tr>
<tr>
<td></td>
<td>SQUARE FOOTAGE</td>
<td>SQUARE FOOTAGE</td>
</tr>
<tr>
<td>6</td>
<td>13.50</td>
<td>27.00</td>
</tr>
<tr>
<td></td>
<td>19.25</td>
<td>30.00</td>
</tr>
<tr>
<td>8</td>
<td>10.15</td>
<td>20.30</td>
</tr>
<tr>
<td></td>
<td>14.45</td>
<td>22.55</td>
</tr>
<tr>
<td>9</td>
<td>9.00</td>
<td>18.00</td>
</tr>
<tr>
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**Table 5-1: Ground Mounted Breakaway Sign Support**

Item XI. 16.
EXAMPLE: 24” x 48” SIGN THAT IS 7 FEET FROM GROUND TO BOTTOM OF SIGN. ADD HALF OF 48” (24” OR 2 FT) PLUS 7 FT. = 9’ CENTROID.

SIGN PLATE SHALL NOT EXCEED 48” IN WIDTH ON A SINGLE POST.


GROUND MOUNTED BREAKAWAY SIGN SUPPORT SHALL BE MEASURED PER EACH COMPLETE IN PLACE, AND SHALL BE PAID FOR AT THE UNIT PRICE. MEASUREMENT FOR PAYMENT SHALL INCLUDE THE UPPER AND LOWER ASSEMBLY, STUB POST, CLASS “A” CONCRETE, AND ALL HARDWARE NECESSARY TO COMPLETE THE INSTALLATION.

Table 5-1  Types of Posts for Various Signs

5.2 Pavement Marking

Pavement markings are required to separate lanes of travel and should be used along all edges of pavement. The following guidelines are provided for designing and installing pavement markings for driveways:

- All pavement markings installed on asphalt within the public right-of-way shall be thermoplastic material; 1.5” black contrast tape shall be installed for crosswalks on concrete.
- Lane lines are generally 5” (white),
- Stop lines should be 24” (white),
- Center lines should be 5” double yellow,
- Deceleration lanes and left turn lanes should have turn arrows (Type 2) spaced every 100’,
- Deceleration lanes do not require “Right Lane Must Turn Right” signs or “ONLY” pavement markings unless it is a through lane drop or trap lane.
- New construction should install 5” white edge lines, including at new curb & gutter.
- Raised pavement markers (RPMs) shall be installed for all new construction on roadways with existing RPMs.
- Crosswalks should use the current Georgia DOT standard (see Figure 4-11).
- Refer to Pedestrian & Streetscape Guide.
### Chapter 6. Drainage Design - Contents

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Chapter 6. Drainage Designs

Driveways that connect to the State Highway System must include drainage design that is functionally consistent with the drainage system of the highway. Drainage design for driveways should be consistent with the Georgia DOT Drainage Manual for Highways, current edition.

The following sections will summarize the drainage requirements for driveways, but the designer should consult the GDOT Drainage Manual for details of drainage calculations and design methodology.

6.1 Hydrology Reports

It is the responsibility of the applicant to provide appropriate drainage calculations and engineering design to prevent drainage problems arising due to increased runoff from developments. A hydrology report may be waived by the District Engineer or their designee for any commercial driveway permits.

Hydrology reports must be prepared under the supervision of an engineer registered in Georgia who must stamp and sign the report. The report must clearly show the drainage areas and the required runoff computations. A statement must be included that runoff conditions have been estimated in accordance with the GDOT Drainage Manual and that all drainage elements have been designed to accommodate the required discharge.

The general requirements of the hydrology reports are summarized in Table 6-1.

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<tr>
<td>Design of Structures</td>
<td>Provide design calculations for both inlet and outlet control.</td>
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<tr>
<td>Detention</td>
<td>If the post-developed discharge into the State Highway System is greater than pre-developed discharge, detention calculations must be provided.</td>
</tr>
<tr>
<td>Gutter Spread</td>
<td>Gutter spread calculations are required for the driveway if curb and gutter or header curb is used.</td>
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</tbody>
</table>

Table 6-1 General Requirements of Hydrology Reports

Separate drainage calculations must be provided for the pre-developed condition and for the proposed development. The report should clearly describe both conditions and give the area of each type of surface within the drainage area, including grassed, wooded, paved, etc. The runoff coefficients to be used in the calculations should be clearly stated.

The report should show the direction of runoff for both pre- and post-development conditions. The discharge points for each area must be provided.

The time of concentration should be given for each required storm frequency. The times for different types of flow (as outlined in DOT Drainage Manual) should be shown. Calculations shall be provided for all drainage structures for both inlet and outlet control. The calculations must be provided in report format and shall show the high water elevation above the inlet of the pipe or above the flow line of the grate.
6.1.1 Drainage Areas

Drainage areas should be outlined on county maps, aerial photographs, US Geological Survey contour maps, or other specially prepared maps. For municipal-type construction, city maps or other specially prepared maps should be marked to show the boundaries of the total area contributing to the project. The direction of flow should be marked using arrows.

It is often necessary to determine elevations to accurately show flow directions in gutters and along paved parking areas.

The elevation or difference in height between the most remote point in the drainage area and the inlet flow line of the drainage structure must be shown. Similarly, the maximum length of travel that water must flow from the most remote point must be shown.

6.1.2 Runoff Determination

The applicant’s engineer should use the best method available for determining the storm runoff. For drainage areas up to 64 acres, (depending on the region) the rational method is recommended. For drainage areas greater in size, see GDOT Drainage Manual or USGS Publications: Flood-Frequency relations for urban streams and or techniques for estimating magnitude and frequency of floods in rural basins or Georgia. The drainage manual contains information that can be used to select the runoff coefficient based on the slope and surface of the drainage area and the soil type in the area. Methods for determining concentration times and rainfall intensity for certain storms and times of concentration are also provided in the drainage manual.

6.2 Drainage Design

Drainage design for driveways may include any or all of the following: on-site detention systems, drainage systems along the driveway, and connection to the highway drainage system.

6.2.1 On-Site Detention Systems

When the rate of discharge from the proposed development to the State Highway System is less than the rate at which runoff was discharged prior to the development, then detention is not required. Any discharge that exceeds the amount of runoff by 1cfs at post development detention must be provided on the development site.

Detention ponds, if required, must be designed to accommodate the 2, 5, 10, 25, 50, & 100-year storm frequencies unless the local government has more stringent requirements.

The outlet structure of the detention pond must be designed to pass the 100-year storm flow without overtopping.

6.2.2 Driveway Drainage

Driveways should be designed with a low point prior to the connection with the State Highway so that surface flow will not run across the highway. However, in some cases this is not practical such as when the highway is in super elevation. In these instances, the design should minimize the surface flow into the highway. This may require grated inlets into driveway culverts when the drainage system involves ditches. For surface systems, the addition of catch basins may be necessary to minimize gutter spread. Under these conditions, a minimum of one set of catch basins
will generally be required prior to the highway connection unless gutter spread calculations indicate the need for more. Drainage inlets or catch basins may not be placed in or directly adjacent to the radius.

Ditches along driveways must be designed to accommodate the 25-year storm. Ditches must be designed and constructed to minimize erosion in accordance with provisions of the latest Georgia DOT Erosion Control Guidelines. If velocities exceed those permissible for grass lining, an alternate design must be used such as piping or paving the channel.

Side drain drainage systems along driveways must be designed for the 25-year storm. Curb inlets and grated inlets must accommodate the 10-year storm. The design must provide for inlets as needed to limit water spread to one-half of the outside travel lane.

6.2.3 Discharge into State Highway System

The design calculations must address any component of the State Highway Drainage System that will receive additional discharge above the pre-developed condition. When pipes are connected to the highway system, the pipe as well as the junction box must be designed for the 50-year storm.

Any additional surface flows from the development that drain onto the highway must be accounted for in the hydrology report. The calculations must ensure that gutter spread in the post-development condition does not go beyond one-half of the outside lane.

6.2.4 Miscellaneous Design Requirements

All pipes 48” and larger must have an inlet and an outlet headwall. Only safety headwalls or those specifically approved by the District Engineer are allowed. All side drain pipes up to 48” should have safety grate end treatments, unless located outside the clear zone or behind guardrail.

All cross drain pipes less than 48” located within the clear zone, as specified in the Road Design Guide, shall have safety inlets with grates.

In general, all structures that are to be extended should be extended in like kind, i.e. a box culvert with a box culvert. If special circumstances dictate otherwise, the applicant’s engineer must demonstrate that the alternate design has equal or greater capacity than the existing structure.

If additional fill material is placed over an existing structure, it must be analyzed for strength to carry the additional load.

The following minimum sizes should be used for drainage structures on the State Highway System:

- Box Culverts – 4’ x 4’
- Cross Drain and Side Drain Pipes – 18”

Minimum clearance over structures is 1’ between the bottom of the sub pavement structure to the exterior crown of the pipe.

Pipes should have a minimum clearance of 0.5’ to any underground utility.

Pipe material used for commercial driveways within the right of way shall be concrete. HDPE may be used in accordance with the cross drain requirements for GDOT Construction Standard 1030P, if approved by the District Traffic Engineer prior to construction.
Pipe material used for residential driveways within the right of way shall be corrugated metal pipe, concrete, or GDOT Std. 1030P HDPE if approved by the District Traffic Engineer prior to construction.
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Chapter 7. Special Encroachments

7.1 Purpose

This chapter describes the Department's process and standard of review to allow other entities to grade, landscape or otherwise conduct roadside encroachment activity within, under, or over State Highway and other limited access R/W. These actions will be allowed by permit from the Department as described in this document. Refer to GDOT Policies 6755-9 and 6755-11 for additional information.

7.2 Scope

The following activities are exempt from permits, but will still be required to comply with requirements in the GDOT Policy 6755-9:

- Contractors under a State Highway construction contract with GDOT and operating within their contract limits,
- Consultants under GDOT contract,
- Local agency forces with a maintenance agreement operating within their jurisdictional boundaries and within the scope of their maintenance responsibilities. Litter pick-up groups that have registered or receive oversight through the Adopt-A-Highway or Sponsor-A-Highway programs administered by the Office of Maintenance.
- Billboard companies operating within the limits of a Vegetation Management at Outdoor Advertising signs permit.

No encroachment activity is allowed prior to obtaining a Special Encroachment Permit.

Any special encroachment permits that may be issued by the Department affecting the operation of Interstate R/W are subject to review and approval by the Federal Highway Administration (FHWA) before they are issued by GDOT. The FHWA has final approval authority.

There is no real or implied commitment intended in this policy to require the Department to issue a permit for any work on limited access R/W. Special Encroachments will generally not be allowed on active construction projects.

An encroachment permit is not a property right. It authorizes only the applicant or the applicant's agent to perform work. The applicant may not transfer or assign a permit to another party.

The responsibility for maintenance of permitted roadside landscape activities that are constructed on the R/W by entities other than the Department shall be borne by the permit entity.

7.3 Allowable Encroachment Activities

It is the desire of the Department to balance the requests of local government agencies, organizations, and owners of property adjacent to the interstate highways and other freeways and State Routes while providing a facility that possesses the optimum of utility, safety, beauty resource protection, and economy. The following sections describe the general requirements and the types of activities that may be allowed.
7.3.1 Replacement of Limits of Access (L/A) Fence

All L/A fencing removed during construction must be replaced. If not removed during construction, replacement of L/A fencing may be considered for the following reasons:

1. To provide greater protection from R/W encroachments from adjacent property as well as improve security for adjacent development.

The replacement shall be in conformance with the following:

1. The L/A fence must be replaced with Georgia DOT standard fencing, in like kind or 6' chain link, or as directed by the Engineer, along the original location. The applicant must either replace the L/A fence at the end of each day of work or install a temporary construction fence.

2. No gates will be allowed along the L/A on interstate rights of way.

3. If fencing other than the standard woven wire or chain link in conformance to GDOT standards is proposed, it must be installed a minimum of one foot inside the applicant's property and the applicant must agree to maintain the fence. (L/A fence must be in place.) Submit fence detail. The fence must be approved by Department prior to installation.

4. The fence must be replaced, if removed by the applicant.

7.3.2 Grading / Excavating

The elevation of the roadway may affect the ability of the adjacent property owner to fully utilize their property. In those cases, changes to the grade of the roadway R/W may be a less expensive option than the construction of a retaining structure outside the R/W. Where there is a documented benefit to the Department, applicants may be permitted to grade the right of way to reduce the cost of development. Grading that requires tree removal within 500 feet of an outdoor advertisement sign is prohibited. For information about vegetation removal at signs, refer to the Policy and Procedures document 6170 Vegetation Management at Outdoor Advertising Signs.

The following general requirements for grading or excavating must be adhered to:

1. Typically, if an earth embankment is in place, it may be lowered but not totally removed. In "cut" sections a berm of 4’ to 6’ in height may be required between the roadway ditch or curb and the right of way line to prevent headlight glare from adjacent properties onto the roadway.

2. All slopes associated with allowable grading on GDOT R/W shall be 4:1 or flatter.

3. Reimbursement for soil removal from GDOT R/W shall be at a current rate determined by the local GDOT Area Engineer's Office per cu/yd. The Area Engineer's Office may elect to have the applicant deliver the soil to a specified location for use by GDOT in lieu reimbursement.

4. Mitigation or re-vegetation for vegetation removal, grading, or disturbance is required. Refer to the Policies and Procedures document 6755-9 Policy for Landscaping and Enhancements on the GDOT Right of Way.
7.3.3 **Aesthetics, Landscaping, Roadside Development and Maintenance**

Treatment of the highway or transportation facility and the roadside may be considered to conserve, enhance, and effectively display the indigenous character and quality of the environment it passes through by means of proper design, construction, and maintenance of their related features.

All landscaping, roadside development and maintenance shall conform to Georgia Standard Specifications, these procedures, and any procedures and manuals maintained by the Office of Maintenance. Copies of the Guide may be obtained by contacting the Office of Maintenance. The Policies and Procedures document [6755-9 Policy for Landscaping and Enhancements on the GDOT Right of Way](#).

7.3.4 **Groundwater Monitoring Wells**

Requests for installation of groundwater monitoring wells on State Routes or on Interstate R/W are transmitted from the District Traffic Operations Offices to the Materials & Research Laboratory for review and approval. Federal Highway Administration approval is not required for ground water monitoring wells within the Interstate R/W.

7.3.5 **Film Production Activities**

As Georgia has become more popular as a location for television and film, there has been increasing demand for use of the State Highway System for locations. In order to facilitate the timely and orderly review of these requests the Department has established this policy for such uses.

1. An approval is required for all requested use of the Right of Way by a Production Company for filming and related purposes. Approvals are granted by District Traffic Operations. If locations requested are in multiple Districts, a separate approval must be granted for each District. A Special Encroachment Permit may be required for requests with extensive impacts or inspection responsibilities at the discretion of the District Traffic Engineer. District contacts are listed on Exhibit 1.

2. Approvals may be granted for uses of the right of way within the guidelines and Road Use Fees set out in Exhibit 2. If the requested approval does not meet the guidelines or if there are safety concerns or excessive impacts on the travelling public, District Traffic Operations may refuse to grant an approval and request a different location be used.

3. Requests from the Production Company must be made far enough in advance to ensure adequate review and notice. Deadlines for requests are set out in Exhibit 2. Under limited circumstances requests may be expedited, however, no request for lane closures on an interstate or a full road closure on any road can be expedited and no request for any use will be approved on less than 48 hours’ notice. The fee for an expedited review is equal to one half day usage for the use requested.

4. Locations within active construction zones cannot be approved without written agreement from the Contractor. In such situations the Production Company is responsible for contacting and making such arrangements directly with the Contractor.

5. Local Government and Law Enforcement must be notified of the intent to use right of way concurrently with the Department. Georgia State Patrol (GSP) must be notified of all
requests on the interstate. The Production Company is responsible for making these contacts and must provide the Department with a primary contact within the Local Government or Law Enforcement entity for coordination purposes.

6. For non-interstate locations, any affected businesses or residents should be notified by the Production Company of the impacts no less than 48 hours before any impacts occur.

7. Each request is site specific; the District offices will determine what if any conditions or special provisions are required for the requested location. This may include, among other things, specific requirements for local law enforcement presence.

8. Proof of insurance must be provided prior to the start of production. The minimum amount of insurance required will be determined by the District, taking into consideration the requested uses and potential impacts.

9. Specific restrictions applicable to all requests:
   a. No hazardous chemicals may be used on the road or right of way.
   b. No hazardous chemicals may be used in any manner that will create runoff.
   c. No materials may be used that may create a hazard for motorists on the road during or after filming
   d. No water on the road when temperatures are predicted to be below freezing
   e. Nothing may be used that could create slick conditions or damage the road surface

10. All locations must be returned to same condition upon completion of filming. Failure to return the location in acceptable condition will result in the assessment of damages against the Production Company.

11. Approvals for use of right of way are issued for specific time frames only. Failure to clear a location by the specified time will result in the Production Company being charged a liquidated damages fee as set out in Exhibit 2.

See Appendix F for Exhibit 2, Hold Harmless, Hold Harmless Addendum, and contacts list.

7.3.6 Race and Run Activities

For temporary road or lane closures, or pace activities on State Routes for race/run events, the following procedure will be used:

The event organizer shall submit a letter of request to the appropriate District Engineer, or State Traffic Engineer for events occurring in multiple districts. The letter should include information regarding the date, time, and location of the event, with contact information for the responsible parties. Proposed traffic control and event signing information should be included with the request as well as specific route information details either in the letter or in an attachment.

Events taking place in one district will be reviewed and approved in that district. Events which overlap partially into another district may be reviewed and approved in the district in which the majority of the route occurs, at the discretion of the District Traffic Engineer.
Events in multiple districts will be reviewed and approved in the State Traffic Engineer’s office. The route details shall then be reviewed by each of the District Traffic Operations Office and their comments or changes coordinated and provided to the event organizers.

**Approval letters will include the following statements:**

The approval is only valid for the state routes listed in the submittal. Local roadways require coordination with the appropriate local governments.

The event organizers shall be responsible for all traffic control and security for the state routes, including coordination with police escorts provided by state and local law enforcement agencies, and uniformed police stationed at affected intersections.

The event organizers shall be responsible for the installation of temporary signing and the timely removal of the signing from the state routes.

All traffic control and signing shall adhere to the Department’s current specifications and the most current edition of the MUTCD for the duration of the closure.

The event organizers and sponsors of this event agree to hold harmless the Georgia Department of Transportation, its officers, agents, and employees from any and all claims for damages during this event.

**Distribution of Approval Letter w/Attachments**

State Traffic Engineer
District Engineer
District Maintenance Engineer
Area Engineer
District Communications Office
TMC Operations Manager
Oversized Permits Unit

7.3.7 Other Miscellaneous Activities

Requests for activities not addressed specifically by these procedures may be permitted at the discretion of the Department, upon Federal Highway approval as necessary or required. Fundraising activities that include pedestrians in the travelway on state routes is prohibited.

**7.4 Grading and Landscape Permit Considerations**

The Department will give consideration for approval of grading and/or landscaping activities based on compatibility with primary use and protection of the State’s investment in the highway facility.

Beneficial reasons for encroachment activity may include, but are not limited to the following:

- Improved shoulder or clear zone distances
- Improved drainage
- Elimination of hazards and/or guardrail
- Reduced maintenance costs

Applications are reviewed to determine the impact of the encroachment on the following:
• Safety of motorists, pedestrians, and workers,
• Design, construction, operation, maintenance, or integrity of the highway system,
• Future and on-going highway contracts,
• Aesthetic corridor: regional context,
• Environment, and
• Existing drainage.

An encroachment activity may be considered when there is no cost to the Department and all negative real value changes to the R/W are reimbursed to the Department. Items of real value include the costs for recurring maintenance, material removed, and the value of trees and other vegetation. Encroachments that devalue state right of way are not allowed.

The applicant shall be responsible for all liability for personal injury and property damages for permitted activities. GDOT has no statutory authority to allow private use of highway R/W without compensation.

Permit applications may be acceptable if all the following items are satisfied:

1. GDOT is compensated for removal of soil or vegetation from the R/W.
2. No safety hazard is created.
3. Requirements for mitigation or re-vegetation for tree removal or disturbance are met.
4. No additional maintenance is created.
5. No additional liability is assumed by the State.
6. No transportation use restriction is created.
7. No unwanted easement or other permanent R/W encumbrance is created.
8. Activity will not be detrimental to the future use or expansion of the roadway.
9. A documented benefit to the Department is shown for any tree removal beyond what is required for driveway construction.

Permits will not be issued for encroachments if any of the following conditions exists:

1. The activity adversely affects the safety, capacity or integrity of the State Highway System.
2. The activity compromises or jeopardizes the drainage system on the R/W.
3. The activity is intended to daylight the property or enhances the visibility (within 500’) of outdoor advertising signs. In addition, a commitment that outdoor advertising signs will not be placed on the property adjacent to the R/W is required for all permits. Refer to the Policies and Procedures document 6170 Vegetation Management at Outdoor Advertising Signs for more information about vegetation removal at signs.
4. The activity is to grade, remove or prune trees, shrubs and groundcovers when the Director of Operations has determined that the activities will significantly disrupt natural systems, roadside aesthetics, or have other negative impacts on the operation of the highway. Structural integrity and tree health as well as vegetative ground cover for erosion control are
of primary importance to the maintenance of the R/W and shall not be compromised for purposes of grading to reduce development costs, day lighting, or landscaping development activities.

5. Vegetation and/or grading for “daylighting” purposes when there is no benefit to the R/W or traveling public.

6. Encroachment that devalues the state right of way.

7. The applicant has not complied with the provisions of prior permits.

8. The proposal involves removal of vegetation within buffers of state waters.

7.4.1 Mitigation

For mitigation information refer to the Policies and Procedures document 6755-9 Policy for Landscaping and Enhancements on the GDOT Right of Way.

7.5 Special Encroachment Permit Procedures

7.5.1 Preliminary Plan Submittal

All plans developed for a Special Encroachment Permit shall be submitted to the District Traffic Operations Office for review. The District Traffic Operations Manager will be responsible for administration of a thorough plan review among the following District offices or units: Traffic Operations, Roadway Design / Hydraulics, Environment and Location, Right-of-Way/Outdoor Advertising, Utilities and Maintenance. Plans should be reviewed by these offices as needed.

Upon receipt of an application with plans, the District Traffic Operations Manager shall check to ensure that plans and related documents are complete and meet the requirements of this procedure. The District Traffic Operations Manager will distribute plans and related documents to the appropriate units. Each individual unit will be responsible for reviewing plans, checking for compliance with the GDOT standards as they relate to their unit and as discussed in the next section. All comments shall be in written form or clearly marked, directly on the plans, making it simple for the District Traffic Operations Manager to understand. The person making comments from each unit shall sign and print their name and title near the title block of sheet one of the plans.

The applicants will have 90 calendar days to revise the plans. New application submittal packages will be required after 90 days. The applicant shall submit one (1) copy of the revised plans for final review to the District Traffic Operations Manager.

The District Traffic Operations Manager will only check resubmitted plans. The District Traffic Operations Manager should sign the final plans near title block of sheet one. District units will not be required to recheck revised plans, unless the District Traffic Operations Manager requires a unit to recheck a plan prior to final approval. If modifications to the plan are beyond the comments made or a major modification is made for other reasons, the plan should be treated as a preliminary submittal and rechecked by other units.
7.5.2 Initial GDOT Review Responsibilities

The District Traffic Operations Manager will review the encroachment permit plans for conformance with requirements for clear zone, sight distance, pedestrian access, lighting, work zone traffic control plans, and conflicts with proposed and active DOT construction projects. A copy of the plans may be submitted to other District or State Offices for review and comment by these units prior to approval of the permit:

1. District Design

   This office checks for compliance with the GDOT Drainage Manual and erosion control procedures.

2. District Utilities Office

   The applicant shall provide the District Traffic Operations Manager with copies of all Utility information including 1.) Utility Encroachment Permits (DOT 8413A), no conflict letters, no facilities letters, or 2.) existing and proposed easements and one review copy of the plans. The District Utilities Engineer shall check for compliance with the Utility Accommodation Policy and Standards Manual, current edition. Once the plans and letters are received, the District Utility Engineer will coordinate with the District Traffic Operations Engineer for approval.

3. District Right-of-Way

   This office checks for compliance with regulations for limited access.

4. General Office Maintenance

   The Office of Maintenance – Landscape Architecture Unit checks for compliance with the Policy and Procedures document 6755-9 Policy for Landscaping and Enhancements on the GDOT Right of Way when vegetation removal or new plant material or roadside enhancements are proposed. The may be asked to check for sight distance requirements, vegetation/utility conflicts, clear zone requirements, horizontal clearance requirements, plant maintenance and watering needs, and for exclusion of invasive plant material. Refer to chapters 3 and 4 of this document for information out sight distance and clear zone requirements. This office also checks for the effect of proposed improvements on existing outdoor advertising signs. No landscape or vegetation removal activity shall be permitted within 500’ of an existing sign location that affords a sign increased visibility.

5. General Office Design

   This office will review plans for sites located within planned or active construction projects for conflicts and tie-ins with the project design. Permits approved within active construction projects will require coordination with the GDOT contractor.

6. General Office Environment and Location

   This office will check for compliance with environmental laws and regulations and determine if a federal Categorical Exclusion (CE) or Programmatic Categorical Exclusion (PCE) may be required. If required, the applicant shall provide information and studies based on the protection and preservation of cultural resources (historic and archaeological), natural resources (wetlands, stream impacts and survey results for Threatened and Endangered...
Species), physical environment (air and noise impacts) and evidence of the appropriate environmental permits from other agencies.

7.5.3 General Office Review & Approval for Encroachment Permits on Limited Access & Interstate R/W

When the plans or resubmitted plans have been reviewed by the District Traffic Operations Manager and are determined to be recommendable from the District Office, the applicant shall be required to furnish four or five copies of the plans and sign and execute a Mowing and Maintenance Agreement for final approval.

The District Traffic Operations Manager will transmit a copy of the application and a letter requesting action to the Office of Traffic Operations. This transmittal may include the signed and executed Mowing and Maintenance agreement, appropriate bond or escrow amounts and levels of insurance, District contact name and telephone number, etc. Mowing & Maintenance Agreements can be done after permits’ execution.

The Office of Traffic Operations will submit the application to the appropriate offices and the FHWA, if applicable, for review and comment. Comments and proposed changes or conditions will be returned to the Office of Traffic Operations. If plan revisions are necessary, the Office of Traffic Operations will request these revisions from the appropriate District Traffic Operations Office.

The following are exempted from FHWA review:

2. Installation of groundwater monitoring wells,
3. Engineering services, such as surveying, subsurface investigations, etc., that is being performed for governmental agencies.
4. Utility encroachments, unless they contain an exception to the GDOT Utility Accommodation Policy and Standards (UAPS).

Approval of the permit will include a sign-off by the Division Director of Operations and the Chief Engineer with final approval by the Commissioner. For permits requiring FHWA approval, a copy of the GDOT-approved plans will be sent to FHWA for review and approval.

The approved plans and permit will be sent to the District Office for distribution to the applicant and to the assigned permit inspector. Applicant submittal of all requirements including bonds, insurance, etc. must be made prior to permit issuance/pick-up. Local and city governments may be exempt from bond requirements.

The approval letter from the District Office to the applicant will include a distribution to the Office of Traffic Operations and the Federal Highway Administration.

7.5.4 Appeals

When the District Engineer or delegated representative denies a Special Encroachment Permit in writing for activities not reviewed by the Federal Highway Administration, the applicant may appeal...
to the Director of Operations in writing, within 60 days after permit denial. There is no appeal process within GDOT for activities denied by the Federal Highway Administration.

The following items should be included with requests for appeals:

1. The applicant's name and company or organization, address, telephone number, name of applicant's agent (if applicable), address, and telephone number.
2. The project's location including county, route, and milepost.
3. Project description along with any pertinent plans or drawings (minimum 3 copies each).
4. The reason why the proposed project or activity should be permitted. This information should include a full explanation of the perceived hardship. Hardships cannot be self-imposed. Include available alternatives to the proposed encroachment, together with costs and potential consequences if the requested encroachment is not approved. Also, provide the expected benefits to the State that would accrue by proceeding as proposed.

7.5.5 Conditions of Permit

The permit will be valid for a specific period of time as established by the Department after consultation with the applicant.

The permit will become part of a perpetual R/W Mowing and Maintenance Agreement. A letter may be required to express concurrence/endorsement between local government and other property owners/agencies or organizations that are adjacent to the areas proposed for change.

The work must be performed according to permit and approved plans. Access to the work area should be from the abutting property, not from the traveled way, when feasible. When working within 32' of a roadway and within Department R/W, conformance to standard safety and traffic control policies (MUTCD) is required. Submittal of a work zone traffic control plan will be required.

7.6 Plan Requirements for Special Encroachments

Plans shall include and/or be in accordance with the following:

1. An overall site plan and location sketch map.
2. Plans shall be an accurate and legible representation of the existing conditions or features (above and below ground), existing contour lines (show as dashed lines) and elevations sufficient to show the natural drainage features within the property to be developed. The maximum acceptable contour interval shall be 2'. All of this information should include any elevations needed to show how the water flows once it leaves the property.
3. All proposed work including changes to trees, vegetation and contours. Two plans may be necessary for complete explanation, one for existing and one for proposed. If only one plan is provided showing both, the existing features will be shown using dashed lines. For clarity, it is important that landscape improvements be dimensioned from a fixed point of beginning.
4. North arrows on all drawings and maps.
5. The scale of the drawings should be 1" = 50' or larger. If a smaller scale is used for "overall plans", then enlarged details of the work on the right of way must be furnished on a 1" = 50' or larger scale.

6. Locations of all property lines and/or right-of-way fence, easements, above and below ground utilities, curbs, curb types, ADA wheelchair ramps –location & type, edge of pavement (edge of travel lane), guardrails, sidewalks, intersections, median breaks, driveways, bike lanes, surveying monuments, signs, permitted billboards, lighting, traffic signals, other traffic control devices, drainage features, roadway geometries, limit of clear sight line, wheelchair ramps, clear zone set backs.

7. Existing off site features such as the names and types of businesses (if applicable) and/or the property owner on either side of the R/W proposed for change.

8. The distances from the centerline of the highway or road to the R/W line and the distance from one corner of the property, along the R/W line of the abutting road, to the centerline of the nearest named street, road or highway. A general statement such as "Right-of-Way Varies" is not acceptable. Roadway design plans can be viewed at the District and General Offices' plans file rooms.

9. State Route Numbers and U.S. Route Numbers (if applicable) and names of all highways, ramps and roads shall appear on the plans. Designations such as "County Road", "Cross Road" or "City Street" are not specific enough and should not be used.

10. The DOT milepost estimated to the nearest tenth of a mile to some point on the area of the permit (shown on the plans).

11. Posted speed limit of adjacent travel way.

12. All existing DOT signs within the R/W being changed.

13. The total length of frontage of the property owned, and if different, the length of R/W being changed under the permit.

14. All existing vegetation, refer to Policy and Procedures document 6755-9 Policy for Landscaping and Enhancements on the GDOT Right of Way for information about landscape plan requirements.

15. The location of any existing outdoor advertising signs within 500 feet of the limits of the project (those that could be affected by the work in terms of location or sight lines.

16. A title block showing the name of the property owner (and the permit applicant, if different from the property owner) and the county in which the project is located. The name of the engineer, landscape architect, or individual that prepared that plans should also be included.

17. Scaled Drawings (36"X24") maximum size sheets will be accepted for the review process.

18. Photography, or video, of the site showing existing features.


21. When necessary to perform work within 32 feet of the edge of pavement and/or access to site is from the roadway, a traffic control plan, in conformance to MUTCD standards, is required.


23. When necessary to prevent erosion during construction, an erosion control plan shall be prepared in accordance with GDOT standards. If the disturbed is over 1 acre, a NOI will be required. Disturbed areas should be stabilized daily.

24. Location of buffers of state waters or streams within the project site.

25. Show all existing utilities, above and below ground.

26. Inventory of any trees 4 inches or greater in diameter that are proposed for removal.

27. Inventory of the square feet of any native understory vegetation less than 4 inches in diameter proposed for removal.

### 7.7 Inspection and Acceptance of Work

Each District is responsible for competent and adequate inspection of permit work and inspectors are assigned as required. The District Traffic Operations Manager shall maintain a permit file for each permit. This file shall contain a completed application package, copies of the executed Maintenance Agreements, copy of appropriate correspondence, and copy of bond and Notice of Completion/Acceptance of Work. When the work is completed, the District Engineer will approve the acceptance of the work. Throughout the construction, the assigned permit inspector shall inspect the progress of the permitted activities to ensure completion of the work on a timely schedule. The District shall ensure by inspection that all aspects listed in the application and plans are adhered to.

All correspondence with the permittee shall be copied to the District Traffic Operations Manager. No alterations of the plans shall be allowed.

Throughout any plant establishment maintenance period, the assigned Permit Inspector shall inspect the maintenance of the permitted activities to ensure conformance to maintenance standards.

On all landscape or permitted activities, prior to acceptance or release of bonds, the applicant initiating the work is responsible for preparing accurate as-built drawings. After the final inspection and acceptance of the work, the Permit Inspector shall notify the District Traffic Operations Manager to release bonds. The District Traffic Operations Manager is responsible for acquiring and checking as-built drawings against approved plan drawings and completed work.

Any changes, caused by unforeseen on-site conditions, during the construction or maintenance of the work must be officially revised and added to the permit file plans for permanent record. A copy of the letter of acceptance to the applicant will be sent to the District Office of Maintenance and the appropriate Area Engineer's Office for use in scheduling yearly inspections and maintenance related correspondence.
Chapter 8. Residential Driveways - Contents

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Chapter 8. Residential Driveways

Residential Driveway Permits are administered by the GDOT Area Engineer. The Area Permit Inspector for commercial driveways is usually the same person who handles residential driveways. The Permit Inspector will advise the Applicant regarding location of the drive, the size pipe, if required, to be placed under the driveway, and approve the grading plan from the outer edge of the shoulder of the road to the R/W line.

Locations for residential drives should be based on existing conditions. While separation from existing drives is desirable, residential drives should be located to provide the safest possible ingress and egress based on sight distance and roadway characteristics. Individual drives shall not be approved for newly subdivided lots of less than 5 acres. Subdivision streets or shared drives shall be used to provide access to smaller lots or subdivided properties.

Residential driveways are, as the name implies, driveways to private residences. Normally they are 14 to 16 feet wide. It is recommended that turnarounds be provided to avoid vehicles backing into the highway. Under special circumstances, certain design vehicles require more width to safely negotiate a turn into or out of the drive without stopping and/or backing on the roadway. The Area Engineer may approve a driveway up to 20 feet wide.

If the driveway is paved, but without curb and gutter, at least a two (2) foot shoulder along the drive and around the radii before beginning the slope down to the drainage ditch is desirable. The front slope, back slope and the slope around the end of the drain pipe under the drive, if present, should be the same as if it were a commercial driveway.

Where the ends of side drain pipe are exposed to traffic inside the clear zone, safety slope end sections are required. Flared end sections may be used behind guardrail or outside the clear zone. All side drain pipes larger than 48 inches must have an inlet and an outlet headwall. Only safety headwalls or those specifically approved by the District Engineer are allowed. Refer to the current Georgia Standard.

On residential driveways this can be accomplished in several ways. If the pipe is corrugated metal and the applicant chooses to cut the end off to provide a 6:1 or flatter slope, he may install a concrete “collar” around the pipe end to provide stability and control erosion.

It is the responsibility of the property owner to provide routine maintenance of the pipe and driveway up to the roadway edge of pavement without making improvements to it as governed by the permit process.
Department of Transportation

Residential Driveway Permit Request

Name of Applicant
P.O. Box and Address
City of _____________ in _____________ County. The driveway will be constructed on the
Side of the highway at a point ___ ft. of the centerline of _________ St. (Rd.) and at
Nearest street or road

By signing this request I agree to construct or have constructed this driveway as described below. I also agree that I will be
responsible for the maintenance of this driveway including pipe, surface course, and slopes.

Date

Signature

**Above information is to be provided by the owner prior to issuance.**

This drive to serve a single family dwelling only and may not be converted to any other use without
approval of DOT.

Typical Plan & Profile for Drive

Special Requirements
1. Extend pipe as necessary to obtain a 4:1 or flatter slope.
2. The pipe shall be GA DOT standard ________ ft. long
   _______ inches in diameter.
3. Existing surface flow to remain. Water cannot be
diverted to DOT right-of-way.
4. No headwalls to be constructed on pipe. Safety End
   Sections required as a minimum.
5. No brick or other hazardous mailbox supports allowed on
   right-of-way. (mailbox shall be located on exit side) All
   driveways should have turn around pad off right-of-way
to prevent backing into the highway.
6. All disturbed right-of-way to be regrassed to DOT
   specifications.
7. Driveway must be stabilized with 4” of stone as a
   minimum.
8. The stage permit poster must be displayed at the site in
   plain view until work is inspected and accepted by DOT.
9. All work to be completed in 90 days. Applicant to give
   area Engineer 24-hour notice before work begins.
10. Advance warning signs shall be required while working
    on DOT right-of-way.

Approved by:

Title:

This ______ day of ______, 20 ______
8.1 Side Drain Pipes

Applicants may choose to use reinforced concrete, corrugated aluminum, corrugated galvanized metal, asphalt coated galvanized metal, HDPE, or, along low volume roads (less than 1,500 ADT) smooth lined corrugated PVC pipe, when used in accordance with the Department’s current guidelines. As stated above, safety end treatments will be required on all side drain pipes on all State Routes, unless they are located outside the clear zone or behind guardrail. This is required primarily for safety reasons. This enables an errant vehicle to travel across and over the end of the side drain pipe instead of coming to an abrupt halt, usually resulting in serious injury to the occupant(s) of the vehicle. It also helps control erosion and makes grass mowing easier and safer.

8.2 Utility Driveways

Utility driveways for access to utility sites such as power substations, water tanks, or telephone service sites are to be permitted by the Area Engineer and should be treated much the same as a residential drive for design and sight distance. The Area Engineer should bear in mind that the drive must function in a manner which will allow the utility vehicle to pull completely off the roadway without stopping and backing into the drive or having to back out into the roadway when exiting the driveway. The vehicle must not reduce sight distance for driveways located along the same section of roadway. A utility driveway will normally not count as one allowed access point along an applicant's frontage, depending on the length of frontage and safety considerations. A typical utility driveway layout is shown in Figure 8-1.

The most important aspect of granting a permit for a utility driveway is coordination with the Utility before they purchase the site or obtain an easement. If the Area Engineer needs assistance before granting access to a Utility, they should call the District Traffic Engineer.

8.3 Farm Use, Logging & Mining Driveways

These driveways are to be permitted by the Area Engineer in a manner similar to a Utility Driveway. A logging driveway will usually be a temporary drive which will either be removed when the logging operation is completed or left in to become a farm use driveway. A mining operation may require a more substantial design to function properly.
Figure 8-1  Typical Utility Driveway
# Chapter 9. Mailboxes - Contents

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Chapter 9. Mailboxes

Mailboxes supported by structures such as masonry, stone, rail road ties, tractor wheels, plow blades, concrete filled barrels, or other material that can cause damage to a vehicle or interferes with the safety of the traveling public are considered a Right of Way Encroachment. Georgia Code Section 32-6-1 states that such encroachments or obstructions are unlawful on “any public road”.

9.1 Purpose

Under O.C.G.A. Section 32-6-1, the Department can legally determine that any structure on a state R/W is an obstruction and require its removal. However, in order to give appropriate notice to the public of which mailbox supports may be replaced on state R/W, and those which will be considered an obstruction or encroachment upon state R/W, the following rules are to be followed.

9.2 Acceptable Standards for Residential Mailboxes

Mailboxes shall be of light sheet metal or plastic construction conforming to the requirements of the U.S. Postal Service. Newspaper delivery boxes shall be of light sheet metal or plastic construction of minimum dimensions suitable for holding a newspaper.

1. Mailboxes supports shall not be set in concrete unless the support design has been shown to be safe by crash tests when so installed.

2. A single 4”X 4” or 4”diameter wooden post or a 1.5” light-gage pipe embedded no more than 24” into the ground is the typical preferred mailbox support. A metal post shall not be fitted with an anchor plate, but it may have an anti-twist device that extends no more than 10” below the ground surface.

3. The post-to-box attachment details should be of sufficient strength to prevent the box from separating from the post top if a vehicle strikes the installation.

4. The minimum spacing between the centers of support posts shall be three-fourths the height of the posts above the ground on multiple mailbox installations.

9.3 Policy

No mailbox or newspaper delivery box will be allowed to exist on State Right of Way if it interferes with the safety of the traveling public or the function, maintenance, or operation of the highway system. A mailbox installation that does not conform to the provisions of this regulation is an unauthorized encroachment under Georgia Code Section 32-6-1.

The location and construction of mailboxes shall conform to the rules and regulations of the U.S. Postal Service as well as to standards established by the Department. Department standards for the location and construction of mailboxes are available from the Area Engineers Office or the District Maintenance Office.

To help prevent future confusion on this subject, a copy of the Acceptable Standards for Residential Mailboxes, which governs the location and construction of mailboxes on the State Right of Way shall be attached with all issued Residential Driveway Permits.
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Chapter 10. School Driveways

Cooperation between the school system, the Georgia Department of Transportation (GDOT), and the local governing agency is necessary to plan and complete any road improvements related to the construction of a new or redeveloped school located on or within the impact area of a State Route. The Georgia Department of Education Facilities Section publication, A Guide to Site Selection, 160-5-4-.16 (a) 6, applies to the purchase of all new sites on which an education facility will be constructed, the purchase of additional acreage for an existing educational site, existing sites on which a new educational facility will be constructed, or any leased or privately owned site on which public school students will be attending school. The guide requires the GDOT Local Grants Office be notified of the location and circumstances for each site prior to formal site approval by the Facilities Services Unit. It is recommended that private schools and daycare facilities follow the guidance in this section when selecting a site and designing a facility.

10.1 Concept Review

Prior to the purchase of a new school site, development of new facilities on existing sites, or redevelopment of existing school sites, the school district should submit a preliminary plan to the Department for a Concept Review. The plan should include a “rough plat” map of the acreage with a footprint of the development, internal circulation, driveway placement, and surrounding roadways and intersections. The type of school(s) and student population anticipated for the site should be included, along with any other information available at the time of submission. Two copies of the concept plan should be sent to the appropriate District Traffic Operations Office (see Appendix A). An additional copy should be sent to:

State Traffic Engineer
Georgia Department of Transportation
Transportation Management Center
935 E. Confederate Avenue, Building 24
Atlanta, GA 30316

The District will have twenty (20) days to perform a site inspection and provide an assessment of the driveway locations and the required roadway improvements. An onsite meeting between GDOT and representatives from the local school system and/or their engineer may be required in order to provide comprehensive comments. The comments will be sent directly to the submitting school district and copied to the State Traffic Engineer's Office, the Local Grants Office, and the Local Government Planning Office.

10.2 Driveway Permit and Site Design

Approval of a GDOT Driveway Permit for access to the State Highway System is necessary to plan and construct any road improvements related to the opening of a new school facility. A request for a Driveway Permit should be directed to the appropriate District Traffic Engineer, including a plan addressing access to the site, driveway placement, roadway improvements, site design with internal traffic flow, bus/car stacking, existing and projected traffic volumes, and safety impacts. If the school is located at or adjacent to an existing or proposed traffic signal, or if requested by the Department, a Traffic Impact Study or Signal Warrant Analysis shall be submitted with the permit.
request. If a School Zone Flasher is requested, it should be included with the plans to be coordinated with the Driveway Permit.

10.2.1 Driveways
Site access from two different roads is preferable. In order to ensure proper distribution of traffic, elementary and middle schools should have two separate driveways. One drive is needed to serve the bus loop, while the other is necessary to serve the parent drop off loop. Bus traffic and car traffic should be separated whenever feasible. High schools should have a third drive to separate and serve student parking. High schools with a student population greater than 2,500 should have two separate student drop off loop driveways.

10.2.2 Driveway Spacing
The desirable distance between school driveway is 600 feet or greater, and a minimum 450 feet required, allowing for adequate left turn lane development. Driveway spacing (Chapter 3, Section A-1) and left turn lane requirements are greater for school facilities than for typical commercial developments because of the size of school busses, and because peak hour volumes are concentrated with morning school take-in and afternoon dismissal times that coincide with typical peak hour volumes. Additional left and right turn lane storage over the minimum (Chapter 4, Sections I-2 and I-4) commercial requirements should be based on the size of the facility, student and staff population.

10.2.3 Driveway Location and Design
At a minimum, all school driveways are required to have left turn lane and right turn deceleration lanes. Driveway locations must meet minimum sight distance requirements for the posted speed limit and roadway type shown in Table 3-4. Location of the driveways should meet minimum spacing from existing driveways and intersections, and may not encroach within the functional limits of an intersection. Proximity to the nearest signalized intersection should be considered. Bus entrances should be designed with wider lane widths and radii than standard minimums. Entrance radii should be a minimum of 50 feet, and entrance lanes a minimum of 18 feet. Pedestrian accommodations should be included at the driveway entrances.

School sites on divided highways should include right-in/right-out only drives, or be located at an existing or an approved median opening.

10.2.4 Internal Design
It is essential to design internal school drives in a manner that will provide sufficient on-site stacking length for both bus and drop off traffic. Insufficient internal stacking results in poor traffic operations at peak hours, and safety concerns on the roadway. Recommended stacking lengths are based on the type of school and student population size.
School Type       | Student Population | Loop Drive Stacking Length
---               |--------------------|---------------------
Elementary       | 200 – 600          | 900 – 1200 feet     |
                 | 600 – 1400         | 1200 – 1500 feet    |
Middle           | 200 – 600          | 900 – 1200 feet     |
                 | 600 – 1200         | 1200 – 1500 feet    |
High             | 400 – 800          | 800 – 1200 feet     |
                 | 800 – 2500         | 1200 – 1500 feet    |

10.2.5 Site Recommendations

- Buildings should be set back a sufficient distance from the roadway to allow traffic loops with adequate stacking for loading and unloading students.
- Student drop off/pick up areas should be separate from bus loading/unloading activities by constructing separate driveways with loops that function separately.
- Bus and car loops should circulate in counterclockwise direction so that loading and unloading occurs from the passenger side next to the curb.
- Bus circulation and parking layout should be designed to prohibit buses backing up on the site.
- Parking stalls for a full size bus should be a minimum of 15 feet wide. Smaller spaces may be provided for mini-buses and other specifically sized vehicles.
- Parking stalls along loop drives should be placed at an angle to facilitate a one way traffic flow, and discourage wrong way use.
- Pedestrian and bicycle traffic should have a designated safe path between any road and the school buildings.
- Student parking areas should be separated from staff/visitor/bus parking and student loading/unloading areas.

10.3 School Speed Zones and Flashing Speed Limit Assemblies

Schools with a multiple grades and enrollment over 350 students and staff may be considered for school speed zones on a case by case basis. An Engineering and Traffic Investigation Report is required for the establishment of a school zone speed limit, or the modification of an existing school zone speed limit. School Zone Speed Limit Flasher Permit requests must be submitted by the local government along with the report and a letter showing support and agreement for establishment of a school speed zone with flashing speed limit indications. If a permit is approved by GDOT, the local governing agency or School Board will be responsible for all cost associated with establishing power service to any proposed flashing assemblies. Ongoing maintenance and operation of any permitted school zone flashers may become the responsibility of the requesting agency associated with the request.

10.4 Proposed Traffic Signals

Requests for traffic signals associated with school access onto state routes will be evaluated as described in section 2.5.2. The request shall be coordinated with the Driveway Permit request and must be approved prior to approval of the Driveway Permit.
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## Appendix A. Contact Information

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<th>DISTRICT</th>
<th>LOCATION AND MAILING ADDRESS</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
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<tr>
<td>1</td>
<td>2505 Athens Highway&lt;br&gt;Gainesville, GA 30507</td>
<td>770-532-5500</td>
</tr>
<tr>
<td>2</td>
<td>801 Highway 15 South&lt;br&gt;Tennille, GA 31089</td>
<td>478-552-4618</td>
</tr>
<tr>
<td>3</td>
<td>115 Transportations Blvd.&lt;br&gt;Thomaston, GA 30286</td>
<td>706-646-6900</td>
</tr>
<tr>
<td>4</td>
<td>710 West 2nd Street&lt;br&gt;Tifton, GA 31794</td>
<td>229-386-3435</td>
</tr>
<tr>
<td>5</td>
<td>204 Highway 301 North&lt;br&gt;Jesup, GA 31545</td>
<td>912-427-5703</td>
</tr>
<tr>
<td>6</td>
<td>500 Joe Frank Harris Parkway&lt;br&gt;Cartersville, GA 30120</td>
<td>770-387-3602</td>
</tr>
<tr>
<td>7</td>
<td>5025 New Peachtree Rd.&lt;br&gt;Chamblee, GA 30341</td>
<td>770-986-1765</td>
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### DISTRICT 1 AREA OFFICES

<table>
<thead>
<tr>
<th>Gainesville Area Office - Area One</th>
<th>Counties Served</th>
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<tbody>
<tr>
<td>2594 Gillsville Hwy.</td>
<td>Dawson</td>
</tr>
<tr>
<td>Gainesville, GA 30507</td>
<td>Forsyth</td>
</tr>
<tr>
<td>Telephone: 770-531-5800</td>
<td>Gwinnett</td>
</tr>
<tr>
<td>Fax 770-531-6455</td>
<td>Hall</td>
</tr>
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<table>
<thead>
<tr>
<th>Athens Area Office – Area Two</th>
<th>Counties Served</th>
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</thead>
<tbody>
<tr>
<td>450 Old Hull Road</td>
<td>Barrow</td>
</tr>
<tr>
<td>Athens, GA 30601</td>
<td>Clarke</td>
</tr>
<tr>
<td>Telephone: 706-583-2644</td>
<td>Jackson</td>
</tr>
<tr>
<td>Fax 706-583-2655</td>
<td>Oconee</td>
</tr>
<tr>
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<td>Walton</td>
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<table>
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<tr>
<th>Carnesville Area Office – Area Three</th>
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<tbody>
<tr>
<td>301 Conger Road</td>
<td>Banks</td>
</tr>
<tr>
<td>Carnesville, GA 30521</td>
<td>Elbert</td>
</tr>
<tr>
<td>Telephone: 706-384-7269</td>
<td>Franklin</td>
</tr>
<tr>
<td>Fax 706-384-3911</td>
<td>Hart</td>
</tr>
<tr>
<td></td>
<td>Madison</td>
</tr>
<tr>
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<td>Stephens</td>
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<thead>
<tr>
<th>Cleveland Area Office - Area Four</th>
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<tbody>
<tr>
<td>942 Albert Reed Road</td>
<td>Habersham</td>
</tr>
<tr>
<td>Cleveland, GA 30528</td>
<td>Lumpkin</td>
</tr>
<tr>
<td>Telephone: 706-348-4848</td>
<td>Rabun</td>
</tr>
<tr>
<td>Fax 706-348-4851</td>
<td>Towns</td>
</tr>
<tr>
<td></td>
<td>Union</td>
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<td>White</td>
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## DISTRICT 2 AREA OFFICES

<table>
<thead>
<tr>
<th>Milledgeville Area Office - Area One</th>
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<tbody>
<tr>
<td>161 Blandy Road</td>
<td>Baldwin</td>
</tr>
<tr>
<td>Milledgeville, GA 31061</td>
<td>Hancock</td>
</tr>
<tr>
<td>Phone: (478) 445-5130</td>
<td>Putnam</td>
</tr>
<tr>
<td>Fax No: (478) 445-1435</td>
<td>Washington</td>
</tr>
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<tr>
<th>Dublin Area Office - Area Two</th>
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<tbody>
<tr>
<td>2003 US Highway 441 South</td>
<td>Bleckley</td>
</tr>
<tr>
<td>Dublin, GA 31021</td>
<td>Dodge</td>
</tr>
<tr>
<td>Phone : (478) 275-6596</td>
<td>Johnson</td>
</tr>
<tr>
<td>Fax : (478) 274-7920</td>
<td>Laurens</td>
</tr>
<tr>
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<tr>
<th>Louisville Area Office - Area Three</th>
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<tbody>
<tr>
<td>2971 US Hwy 1 North</td>
<td>Burke</td>
</tr>
<tr>
<td>Louisville, GA 30434</td>
<td>Emanuel</td>
</tr>
<tr>
<td>Phone: (478) 625-3681</td>
<td>Glascock</td>
</tr>
<tr>
<td>Fax: (478) 625-3682</td>
<td>Jefferson</td>
</tr>
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<th>Augusta Area Office - Area Four</th>
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<tbody>
<tr>
<td>4260 Frontage Road</td>
<td>Columbia</td>
</tr>
<tr>
<td>Augusta, GA 30909</td>
<td>Lincoln</td>
</tr>
<tr>
<td>Phone: (706) 855-3466</td>
<td>McDuffie</td>
</tr>
<tr>
<td>Fax: (706) 855-3479</td>
<td>Richmond</td>
</tr>
<tr>
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<td>Warren</td>
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<tr>
<th>Madison Area Office - Area Five</th>
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<tbody>
<tr>
<td>1570 Bethany Road</td>
<td>Greene</td>
</tr>
<tr>
<td>Madison, GA 30650</td>
<td>Jasper</td>
</tr>
<tr>
<td>Phone: (706) 343-5836</td>
<td>Morgan</td>
</tr>
<tr>
<td>Fax: (706) 343-0051</td>
<td>Newton</td>
</tr>
<tr>
<td></td>
<td>Oglethorpe</td>
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# DISTRICT 3 AREA OFFICES

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<tr>
<th>Thomasten Area Office – Area One</th>
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<tbody>
<tr>
<td>101 Transportation Blvd.</td>
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<tr>
<td>Thomaston, GA 30286</td>
<td>Butts</td>
</tr>
<tr>
<td>(706) 646-6100 / (706) 646-6099</td>
<td>Henry</td>
</tr>
<tr>
<td>Fax (706) 646-6105</td>
<td>Lamar</td>
</tr>
<tr>
<td></td>
<td>Spalding</td>
</tr>
<tr>
<td></td>
<td>Taylor</td>
</tr>
<tr>
<td></td>
<td>Lamar</td>
</tr>
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<td>Upson</td>
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<th>Columbus Area Office - Area Two</th>
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<tr>
<td>3600 Schatulga Road</td>
<td>Chattahoochee</td>
</tr>
<tr>
<td>Columbus, GA 31907</td>
<td>Muscogee</td>
</tr>
<tr>
<td>(706) 568-2165</td>
<td>Harris</td>
</tr>
<tr>
<td>Fax (706) 569-3071</td>
<td>Stewart</td>
</tr>
<tr>
<td></td>
<td>Marion</td>
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<thead>
<tr>
<th>Perry Area Office - Area Three</th>
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<tbody>
<tr>
<td>200 Julianne Street</td>
<td>Dooly</td>
</tr>
<tr>
<td>Perry, GA 31069</td>
<td>Pulaski</td>
</tr>
<tr>
<td>(478) 988-7151 / (478) 988-7152</td>
<td>Houston</td>
</tr>
<tr>
<td>Fax (478) 988-7161</td>
<td>Schley</td>
</tr>
<tr>
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<td>Macon</td>
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<th>Macon Area Office - Area Four</th>
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<tbody>
<tr>
<td>4499 Riverside Drive</td>
<td>Bibb</td>
</tr>
<tr>
<td>Macon, GA 31210</td>
<td>Peach</td>
</tr>
<tr>
<td>(478) 757-2601 / (478) 757-2602</td>
<td>Crawford</td>
</tr>
<tr>
<td>Fax (478) 757-2598</td>
<td>Monroe</td>
</tr>
<tr>
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<td>Jones</td>
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<th>LaGrange Area Office – Area Five</th>
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<tr>
<td>1107 Hogansville Road</td>
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<tr>
<td>LaGrange, GA 30241</td>
<td>Meriwether</td>
</tr>
<tr>
<td>(706) 845-4115 / (706) 845-4116</td>
<td>Fayette</td>
</tr>
<tr>
<td>Fax (706) 845-4310</td>
<td>Talbot</td>
</tr>
<tr>
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<td>Heard</td>
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<td>Troup</td>
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## DISTRICT 4 AREA OFFICES

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<thead>
<tr>
<th>Valdosta Area Office - Area One</th>
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<tbody>
<tr>
<td>1411 Madison Highway</td>
<td>Atkinson</td>
</tr>
<tr>
<td>Valdosta, GA 31601</td>
<td>Berrien</td>
</tr>
<tr>
<td>229-333-5287</td>
<td>Echols</td>
</tr>
<tr>
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<td>Lanier</td>
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<table>
<thead>
<tr>
<th>Douglas Area Office - Area Two</th>
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<tbody>
<tr>
<td>1835 S. Peterson Avenue</td>
<td>Benn Hill</td>
</tr>
<tr>
<td>Douglas, GA 31535</td>
<td>Coffee</td>
</tr>
<tr>
<td>912-389-47371</td>
<td>Crisp</td>
</tr>
<tr>
<td></td>
<td>Irwin</td>
</tr>
<tr>
<td></td>
<td>Turner</td>
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<td>Wilcox</td>
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<table>
<thead>
<tr>
<th>Cuthbert/ Donaldsonville Area Office - Area Three</th>
<th>Counties Served</th>
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<tbody>
<tr>
<td>511 North Webster Street</td>
<td>Calhoun</td>
</tr>
<tr>
<td>Route 1, Box 8</td>
<td>Clay</td>
</tr>
<tr>
<td>Cuthbert, GA 39840</td>
<td>Decatur</td>
</tr>
<tr>
<td>2229-732-3006</td>
<td>Early</td>
</tr>
<tr>
<td>734 W. Crawford Street</td>
<td>Miller</td>
</tr>
<tr>
<td>Route 1, Box 14</td>
<td>Quitman</td>
</tr>
<tr>
<td>Donaldsonville, GA 31745</td>
<td>Randolph</td>
</tr>
<tr>
<td>229-524-5760</td>
<td>Seminole</td>
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<table>
<thead>
<tr>
<th>Moultrie Area Office - Area Four</th>
<th>Counties Served</th>
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<tbody>
<tr>
<td>120 Veterans Highway North</td>
<td>Brooks</td>
</tr>
<tr>
<td>Moultrie, GA 31788</td>
<td>Colquitt</td>
</tr>
<tr>
<td>229-891-7130</td>
<td>Thomas</td>
</tr>
<tr>
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<td>Cook</td>
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<thead>
<tr>
<th>Albany Area Office – Area Five</th>
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<tbody>
<tr>
<td>2060 Newton Road</td>
<td>Baker</td>
</tr>
<tr>
<td>Albany, GA 31701</td>
<td>Dougherty</td>
</tr>
<tr>
<td>229-430-4198</td>
<td>Lee</td>
</tr>
<tr>
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<td>Mitchell</td>
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<tr>
<td></td>
<td>Dougherty</td>
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<td>Lee</td>
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### DISTRICT 5 AREA OFFICES

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<tr>
<th>Baxley Area Office - Area One</th>
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<tbody>
<tr>
<td>740 Oakdale Circle</td>
<td>Appling</td>
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<tr>
<td>Baxley, GA 31513</td>
<td>Jeff Davis</td>
</tr>
<tr>
<td>Telephone: 912-366-1090</td>
<td>Montgomery</td>
</tr>
<tr>
<td>Fax: 912-366-1091</td>
<td>Tatnall</td>
</tr>
<tr>
<td></td>
<td>Telfair</td>
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<tr>
<td></td>
<td>Toombs</td>
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<td>Wheeler</td>
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<tr>
<th>Waycross Area Office - Area Two</th>
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<tbody>
<tr>
<td>104 North Nichols Street</td>
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<tr>
<td>Waycross, GA 31501</td>
<td>Brantley</td>
</tr>
<tr>
<td>Telephone: 912-285-6009</td>
<td>Charlton</td>
</tr>
<tr>
<td>Fax 912-284-2981</td>
<td>Clinch</td>
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<tr>
<th>Brunswick Area Office - Area Three</th>
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<tbody>
<tr>
<td>128 Public Safety Blvd.</td>
<td>Camden</td>
</tr>
<tr>
<td>Brunswick, GA 31525</td>
<td>Glynn</td>
</tr>
<tr>
<td>Telephone: 912-264-7247</td>
<td>Long</td>
</tr>
<tr>
<td>Fax 912-264-7285</td>
<td>McIntosh</td>
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<th>Statesboro Area Office - Area Four</th>
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<tbody>
<tr>
<td>17213 U.S. Highway 301 North</td>
<td>Bulloch</td>
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<tr>
<td>Statesboro, GA 30458</td>
<td>Candler</td>
</tr>
<tr>
<td>Telephone: 912-871-1103</td>
<td>Effingham</td>
</tr>
<tr>
<td>Fax: 912-681-0278</td>
<td>Evans</td>
</tr>
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<tr>
<th>Savannah Area Office - Area Five</th>
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<tbody>
<tr>
<td>630 West Boundary Street</td>
<td>Bryan</td>
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<tr>
<td>Savannah, GA 31402</td>
<td>Chatham</td>
</tr>
<tr>
<td>Telephone: 912-651-2144</td>
<td>Liberty</td>
</tr>
<tr>
<td>Fax: 912-651-2748</td>
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### DISTRICT 6 AREA OFFICES

<table>
<thead>
<tr>
<th>Area Office - Area One</th>
<th>Counties Served</th>
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<tbody>
<tr>
<td>Cartersville Area Office - Area One</td>
<td>Bartow, Cherokee, Gordon, Pickens</td>
</tr>
<tr>
<td>874 Peeples Valley Road, N.W.</td>
<td>Cartersville, GA 30120</td>
</tr>
<tr>
<td>Telephone: 770-387-3680</td>
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<thead>
<tr>
<th>Area Office - Area Two</th>
<th>Counties Served</th>
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<tbody>
<tr>
<td>Dalton Area Office – Area Two</td>
<td>Murray, Catoosa, Gilmer, Fannin, Whitfield</td>
</tr>
<tr>
<td>1313 North Tibbs Road</td>
<td>Dalton, GA 30720</td>
</tr>
<tr>
<td>Telephone: 706-272-2211</td>
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<th>Area Office - Area Three</th>
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<tbody>
<tr>
<td>Buchanan Area Office - Area Three</td>
<td>Carroll, Haralson, Paulding, Polk</td>
</tr>
<tr>
<td>4323 US Hwy. 27</td>
<td>Buchanan, GA 30113</td>
</tr>
<tr>
<td>Telephone: 770-646-5522</td>
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<th>Area Office - Area Four</th>
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<tbody>
<tr>
<td>Rome Area Office - Area Four</td>
<td>Dade, Chattooga, Floyd, Polk</td>
</tr>
<tr>
<td>533 East 20th Street</td>
<td>Rome, GA 30161</td>
</tr>
<tr>
<td>Telephone: 706-295-6025</td>
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## DISTRICT 7 AREA OFFICES

<table>
<thead>
<tr>
<th>Decatur Area Office - Area One</th>
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<tbody>
<tr>
<td>5025 New Peachtree Road</td>
<td>DeKalb</td>
</tr>
<tr>
<td>Chamblee GA 30341</td>
<td>Rockdale</td>
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<tr>
<td>770/986-1360</td>
<td>Atlanta</td>
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<table>
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<tr>
<th>Marietta Area Office - Area Two</th>
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<tbody>
<tr>
<td>1269 Kennestone Circle</td>
<td>Cobb</td>
</tr>
<tr>
<td>Marietta, GA 30066</td>
<td>North Fulton</td>
</tr>
<tr>
<td>Telephone: (770) 528-3238</td>
<td></td>
</tr>
<tr>
<td>Fax: (770) 528-5506</td>
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<thead>
<tr>
<th>College Park Area Office - Area Three</th>
<th>Counties Served</th>
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<tbody>
<tr>
<td>4125 Roosevelt Highway</td>
<td>Clayton</td>
</tr>
<tr>
<td>College Park, GA 30349</td>
<td>Douglas</td>
</tr>
<tr>
<td>Telephone: (404) 559-6699</td>
<td>South Fulton</td>
</tr>
<tr>
<td>Fax: (404) 559-4928</td>
<td></td>
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</table>
Appendix B. Permit Applications

INFORMATION SHEET
THIS SHEET MUST BE COMPLETED AND RETURNED TO DOT ENGINEER

<table>
<thead>
<tr>
<th>APPLICANT NAME</th>
<th>PH. NO.</th>
<th>E-MAIL</th>
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<tbody>
<tr>
<td>ADDRESS</td>
<td>CITY</td>
<td>STATE</td>
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PROPERTY LOCATION:
COUNTY ____________________________
SR/ROAD __________________________
US ROUTE NO. _______________________
POSTED SPEED LIMIT __________________
CITY LIMITS _______________________

CURRENT PROPERTY OWNER (if different from applicant)

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHONE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS</td>
<td>CITY</td>
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</table>

**A COPY OF THE CURRENT PROPERTY DEED AND PLAT MUST BE PROVIDED BY APPLICANT**

ENGINEER:

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHONE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS</td>
<td>CITY</td>
</tr>
</tbody>
</table>

CONTACT NAME & NUMBER |
FAX NO. |
E MAIL ADDRESS
INFORMATION SHEET - PAGE 2

FOR COMMERCIAL DRIVEWAY:

<table>
<thead>
<tr>
<th>TYPE OF BUSINESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NUMBER AND TYPE OF DRIVEWAYS REQUESTED</td>
</tr>
<tr>
<td>IS APPLICANT THE CURRENT OWNER OF THE PROPERTY YES</td>
</tr>
<tr>
<td>IS APPLICANT THE DEVELOPER OF THE PROPERTY YES</td>
</tr>
<tr>
<td>IS APPLICANT THE LEASEE OF THE PROPERTY YES</td>
</tr>
<tr>
<td>IS APPLICANT TO PURCHASE PROPERTY AFTER PERMIT IS APPROVED YES</td>
</tr>
</tbody>
</table>

DEVELOPER:

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHONE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ADDRESS     CITY     STATE     ZIP

FOR SPECIAL ENCROACHMENT

DESCRIPTION OF WORK REQUESTED

PERMIT APPLICANT

THE PROPERTY IS LOCATED ON THE (N, S, E, W) ______ SIDE OF THE HIGHWAY
BEGINNING _______FEET ______ OF THE CENTER LINE OF ________________ (NEAREST NAMED ROAD) FRONTING ______________ (TOTAL PROPERTY FRONTAGE OWNED) FEET FURTHER ____________.

IS THE PROPERTY BEING PURCHASED OR SUBDIVIDED FROM A LARGER TRACT ___YES ___ NO
*********APPLICANT MUST PROVIDE OVERALL SITE PLAN OF ENTIRE PROPERTY**********

IS THE PROPERTY BEING REZONED YES NO
CURRENT ZONING ___________________________

APPLICANT MUST PROVIDE COPY OF PROPERTY’S ZONING STIPULATIONS AND COUNTY OR CITY DEVELOPMENT REVIEW COMMENTS

I have read and understand the requirements stated above. I have been provided with a DOT Plan Checklist for information required on plans submitted for permit review. I am the owner/applicant or agent authorized to represent the owner/applicant with respect to the permit review process.

_________________________________________________  DATE ____________________
NAME AND SIGNATURE
Appendix C. Impact Study Certification

TRAFFIC IMPACT STUDY CERTIFICATION SHEET

_______________________  _____________________  ___________
Name of Development                              State Route No.                             County

Certification By Traffic Engineer:

I hereby certify that this study conducted for the above named development, for which a preliminary site plan is included herewith, has been conducted in accordance with industry-accepted standards. I further certify that I have compared the access/egress configuration for the proposed development as shown on the preliminary site plan and the conditions conform to the Georgia DOT Regulations for Driveway and Encroachment Control, 2001 to the following extent.

Check the applicable Category.

The development as shown on the preliminary site plan:

______COMPLIES

______DOES NOT COMPLY

With the requirements of the GDOT Regulations for Driveway and Encroachment Control, Current Edition.

If the site plan does not comply, list the exceptions to the GDOT Driveway Regulations that must be allowed in order to approve the project.

____________________________________________________________
____________________________________________________________
____________________________________________________________
____________________________________________________________
____________________________________________________________
____________________________________________________________
____________________________________________________________
____________________________________________________________

Engineer’s Stamp and Signature
Intentionally Left Blank
Appendix D. Permit Related Documents

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

PERFORMANCE BOND

Know all men by these presents:

That we, ____________________________, (hereinafter called the Principal), as Principal and corporation having its principal office and place of business at ____________________________, and Local address ____________________________, and duly authorized to do business in the State of Georgia (hereinafter called the Surety) as Surety are held firmly bound unto the Georgia Department of Transportation as Obligee, (hereinafter called the Owner) in the sum of $ ___________ for payment thereof, Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the Permit Applicant has submitted application(s) to Owner for (a) certain written permit form(s) which form(s) (is) (are) hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein. Said application form(s) (is) (are) dated ___________ approximately. The purpose of this Bond is to guarantee that the Principal (as listed above) will comply with all stipulations, requirements and specifications of said Permit(s) No. (s) ____________________________, which permit(s) the Georgia Department of Transportation, is to approve and issue to upon receipt of this bond. The above permit(s) (is) (are) to authorize certain construction work as described therein within the right-of-way of ____________________________ County at ____________________________ in ____________________________ on behalf of ____________________________ (PROJECT NAME, PROJECT ST № ETC.).

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said permit(s) and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said permit(s) that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force. Principal must obtain a Written Release from Owner before this bond may be voided or terminated or allowed to lapse.

If the Principal and/or Permit Applicant, if different does any work on Highway right-of-way prior to approval and issuance of the above described permit, this bond is hereby extended to cover any removal or corrective action determined necessary by the owner. If the permit is never issued and the Principal and/or Permit Applicant, if different exercises onto State right-of-way the Principal and Surety are also obliged to take whatever action is deemed necessary by the owner to correct such unauthorized encroachment.

The Surety’s aggregate liability hereunder shall in no event exceed the amount set forth above. No claim, suit or action shall be brought hereunder after the expiration of two (2) years following the date upon which the Principal is released from this bond. If this limitation is made void by any law, controlling the construction hereof, such limitation shall be deemed to be amended to equal the minimum period of limitation permitted by such law.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner. Signed, sealed and dated this __________________ day of __________________, 20___.

WITNESS:

[Signature of Witness]

[Address of Witness]

[Signature of Witness]

[Address of Witness]

[Signature of Principal] [Address of Principal]

[Signature of Principal] [Typist Name of Principal]

[Signature of Surety] [Address of Surety]

[Signature of Surety] [Surety's Phone]

[Surety's Phone]

[Surety's Phone]

No modifications or changes may be made to the text of this bond, unless agreed upon in writing by the Department.
“SAMPLE”

TO BE PREPARED ON BANK LETTERHEAD
(The Bank MUST have Offices and Assets within the State of Georgia)

TO: Department of Transportation
    State of Georgia
    Street Address
    City, State Zip Code

Georgia Department of Transportation
Permit Number
State Route
Milepost
Date: No Expiration Dates Allowed

Gentlemen:

This is to advise that the Name of Bank, at the request of Name of Applicant, has set aside an amount of "$Numerical" Dollar Amount in an escrow account as a cash bond for the Department of Transportation, State of Georgia. This amount of "$Numerical" Dollar Amount will be held in escrow until either request for payment to the Department of Transportation, State of Georgia is made or until the work under Permit Number D.O.T. Permit Number has been satisfactorily completed and the escrow account released by letter, from the Department of Transportation, State of Georgia, to the Applicant.

If any work is done on State Highway Right-of-Way prior to approval and issuance of the permit involved herein, this escrow account is hereby extended and may be used to cover any removal or corrective action determined necessary by the Department of Transportation, State of Georgia. If the permit is never issued and encroachment is made on State Highway Right-of-Way, these escrow funds may be used to make whatever corrections are deemed necessary by the Department of Transportation, State of Georgia.

Sincerely,

Typed Name of Bank Officer
Title of Bank Officer

Conditions Accepted:

Name of Applicant

by: 
Typed Name
Title

THIS INFO "MUST" BE PROVIDED
IF DRAWN ON AN INSTITUTION OUTSIDE OF GEORGIA:
1. Address of Georgia Bank
2. Phone Number of Georgia Bank
3. Name and Title of Georgia Bank Officer
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
(READ BEFORE SIGNING)

__________________  _____________________
DISTRICT NUMBER

NAME OF APPLICANT    SR NUMBER    COUNTY    MILE POST    PERMIT NUMBER

The undersigned agrees to indemnify and hold harmless the Georgia Department of Transportation, the State of Georgia, its agencies and instrumentalities, and all of their respective officers, members, employees and directors (collectively referred to as the “DOT”) from and against any and all claims, demands, liabilities, losses, cost or expensed, including attorney’s fees, and from the payment of any sum or sums of money to any persons whomsoever (including third persons or subcontractors, employees or agents of the undersigned or of DOT), for any loss due to personal injury, bodily injury, death, or property damage arising out of, attributable to, or resulting from this permit or in any way attributable to the activities authorized by this permit; or due to any violation of this permit by the permit holder, or due to the application or violation of any pertinent Federal, State, or local law, rule or regulation in connection with this permit or authorized by this permit. If and to the extent such damage or loss covered by this indemnification is paid by any State self-insured funds (the “Funds”) established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (DOAS), the undersigned agrees to reimburse the Funds for such monies paid out by the Funds. The undersigned acknowledges the permits can be granted in situations where limited sight distance exists, and that the DOT makes no warranty, express or implied, concerning sight distance or other engineering considerations involved in granting this permit. The undersigned further acknowledges that the DOT has relied upon the representations made by the undersigned in applying for this permit, including the undersigned’s representations that all conditions of the permit shall be met and that the undersigned shall meet all DOT specifications, as well as all relevant Federal, State and local laws, rules or regulation in the activities authorized by this permit. This indemnification shall apply where the DOT may be partially responsible for the situation giving rise to the claim.

_____________________________  _____________________
SIGNATURE OF APPLICANT                DATE
Intentionally Left Blank
Appendix E. Waiver Form

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INTERDEPARTMENT CORRESPONDENCE

FILE: Permit Name and Location
OFFICE: District
DATE

FROM: District Access Management Supervisor

TO: District Engineer

SUBJECT: Request for Waiver of Regulations for Driveway and Encroachment Control Manual

___ Waiver is Granted
___ Waiver is Denied

Reason:

Comments

________________________________________________________
________________________________________________________
________________________________________________________

__________________
District Engineer

Cc: File
Appendix F. Movie Production Documents

Indemnification, Hold Harmless and Release of All Claims Agreement for Motion Picture, Television, Commercial or Other Private Filming or Production on Rights of Way or Property Controlled or Managed by Georgia Department of Transportation

I, the undersigned (RELEASOR), do hereby request to film the movie ____________________ on property within the Right of Way (RW) of SR _______, between_________________________, in _______________County; said roadways and/or ancillary properties being managed and controlled by the Georgia Department of Transportation (Georgia DOT). The RELEASOR hereby extinguishes its rights and claims against the Georgia DOT;

I understand Georgia DOT owns and controls the property within the affected RW and is responsible for its operating condition, maintenance, safety and general upkeep;

In exchange for allowing RELEASOR to film a movie, RELEASOR herby agrees to:

1. Release Georgia DOT from all losses or claims for injuries, and damages to the RELEASOR whether known, unknown, foreseen, unforeseen, patent or latent that RELEASOR may have against Georgia DOT. RELEASOR understands and acknowledges the significance and consequences of such specific intent to release all claims and hereby assume full responsibility for any injuries, damages or losses that may occur;

2. Acknowledge that Georgia DOT reserves all rights of property ownership for public rights’ of way to be accessed by RELEASOR for filming or production purposes; any entry upon said properties by the RELEASOR shall be approved in advance by Georgia DOT;

3. Provide Georgia DOT with proof of appropriate insurance and or bonding coverage as deemed appropriate solely by Georgia DOT;

4. Provide a detailed detour plan to Georgia DOT for review and approval at least one month prior to related closure of any lanes, highways, bridges or other facilities in the control of Georgia DOT;

5. Notify all area police, fire, medical and other emergency response agencies and jurisdictional local governments of said detour plans at least one week prior to facility closures;

6. Provide for any and all such related traffic control management measures as may be requested by Georgia DOT prior to and during said filming or production activities; said measures to be provided at no expense to Georgia DOT and by a firm specializing in such matters and previously approved by Georgia DOT;

7. Provide continuous road or bridge access to any and all residents and businesses affected by the facility closures, unless otherwise permitted by written consent;

8. Restore any roadway or property owned or managed by Georgia DOT that is used for filming or production purposes to a minimum of its pre-filming/production original condition, as determined solely by Georgia DOT, with all such restoration and refurbishment performed by a firm specializing in such matters and previously approved by Georgia DOT with related costs to be born solely by the RELEASOR and at no cost to Georgia DOT;
Indemnification, Hold Harmless and Release of All Claims Agreement for Motion Picture, Television, Commercial or Other Private Filming or Production on Rights of Way or Property Controlled or Managed by Georgia Department of Transportation

9. Indemnify and hold harmless Georgia DOT and its employees or agents for and against any and all claims, damages, losses and expense, including but not limited to attorney fees, arising out of or resulting from the aforesaid filming/production activities, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including loss of use resulting thereof, but only to the extent caused in whole or part by any act or omission of RELEASOR regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

10. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this waiver;

11. RELEASOR has freely and voluntarily executed this release, and in so doing does not rely on inducements, promises or representations made by Georgia DOT or any of its representatives.

12. This release shall be valid continuously, from the ____ day of _______________, 20___, until the ____ day of ______________, 20__.

I UNDERSTAND THIS IS A LEGALLY BINDING RELEASE; I HAVE READ IT FULLY AND UNDERSTAND ITS TERMS. I EXECUTE IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE.

NAME: ___________________________________________ DATE: ______________

ADDRESS: ___________________________________________

First         Last

Street   City   State   Zip Code  Phone

SIGNATURE: ___________________________________________ DATE: ______________
ADDENDUM TO THE INDEMNIFICATION, HOLD HARMLESS, AND RELEASE OF ALL CLAIMS AGREEMENT FOR MOTION PICTURE, TELEVISION, COMMERCIAL OR OTHER PRIVATE FILMING OR PRODUCTION ON RIGHTS OF WAY OR PROPERTY CONTROLLED OR MANAGED BY THE GEORGIA DEPARTMENT OF TRANSPORTATION

Reference is hereby made to the Indemnification, Hold Harmless, And Release Of All Claims Agreement (the “Underlying Agreement”) dated as of _______________________, 20___, by and between the Georgia Department of Transportation (“Grantor”) and _________________________ (“Production Company”), with respect to the property within the Right of Way of S.R. ___________________________ in _______________ County (the “Property”) and its use in connection with the motion picture currently entitled “_______________________________” (the “Picture”). This addendum (“Addendum”) is hereby understood to be part of the Underlying Agreement, and Production Company’s agreement to the terms of the Underlying Agreement is fully conditioned upon Grantor’s agreement to the terms of this Addendum. In the event of any conflict between this Addendum and the Underlying Agreement, the applicable terms and/or conditions contained in this Addendum control.

1. Grantor hereby irrevocably agrees to permit Production Company to use the Property for (a) rehearsing, photographing, filming and recording scenes and sounds and other pre-production and production activities for the Picture and (b) parking and storage of equipment, trucks and other vehicles and other items for use in connection with the Picture. This use of the Property is limited to the time, physical area and use restrictions set out in the Permit issued by the Grantor to the Grantee. Production Company and its licensees, sponsors, assigns and successors may produce, distribute, exhibit, advertise, promote and otherwise exploit the Picture or any portion thereof, whether or not such uses contain audio and/or visual reproductions of the Property and whether or not the Property is identified, in any and all media which currently exist or which may exist in the future in all countries of the world and in perpetuity. Grantor shall not have the right to bring any individual on set or to photograph or videotape any sets, individuals or activities on set, without Production Company’s prior written consent in each instance. The copyright in any pictures taken or interviews given shall be solely owned by Production Company.

2. As limited by the Permit, Production Company may place, erect and maintain any and all necessary facilities and equipment, including temporary sets, on the Property and agrees to remove same after the completion of Production Company’s work and leave the Property in as good condition as when received, reasonable wear and tear from uses permitted herein excepted.

3. Production Company agrees to indemnify and hold harmless Grantor from and against any and all liabilities, damages and claims of third parties arising from Production Company’s use hereunder of the Property, including reasonable attorney fees (unless such fees, liabilities, damages or claims arise from a breach of any of Grantor’s representations and warranties as set forth below) and from any physical damage to the Property caused by Production Company, or by any of its representatives, employees, or agents resulting from occupying the Property.

4. Grantor represents and warrants that it has the right and authority to enter into and deliver the Underlying Agreement and this Addendum and to grant the rights granted by it herein (including the uses of the Property intended by Production Company) and otherwise perform the...
obligations herein. The undersigned represents that he/she is empowered to execute this Addendum for Grantor, and hereby warrants and represents that the right to use and occupy the Property is under the exclusive control of Grantor, and Grantor has full right and authority to enter into the Underlying Agreement and this Addendum and to grant the rights herein granted to use the Property for the purposes set forth above. Grantor releases and discharges Production Company, its parent, affiliates, distributors, licensees, successors, assignees, and the officers, directors, members, employees and agents of all of the foregoing, from any and all claims, demands or causes of actions that Grantor may now have or may from now on have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the rights granted herein.

5. All rights of every kind in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder shall be and remain vested in Production Company and its successors, assigns and licensees in any and all media and manner now known or hereafter devised throughout the universe in perpetuity, and neither Grantor nor any tenant, or other party now or hereafter having an interest in said Property, shall have any right of action against Production Company or any other party arising out of any use of said still pictures, motion pictures, videotapes, photographs and/or sound recordings, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature.

6. To the extent allowed by law, in no event shall Grantor or its successors and assigns, or any other party now or hereafter having an interest in said Property seek or be entitled to enjoin or restrain the production, distribution, advertising or exploitation of the Picture, or any parts or elements thereof.

7. Upon notice to the Grantor, production Company shall have the right to assign the Underlying Agreement and Addendum and all or any part of Production Company’s rights hereunder to any person, firm or corporation, and in such event, Production Company shall be released from all of its further obligations to Grantor hereunder. The Underlying Agreement and this Addendum shall be binding upon and inure to the benefit of Production Company’s successors, licensees and assigns, and may in turn be freely licensed or assigned by any such assignee, licensee, transferee or delegate. The Underlying Agreement and this Addendum and Grantor’s rights and obligations hereunder may not be assigned by Grantor.

8. Unless otherwise provided hereunder, all notices shall be in writing and shall be sent to the addresses set forth above in the preamble (subject to changes of which the parties are notified in writing). Notices shall be given by personal delivery, overnight courier, facsimile or by registered or certified mail (postage prepaid), and shall be deemed given on the date delivered or faxed, one (1) business day after a notice is sent by overnight courier, or three (3) business days after the date mailed. The time to respond to notices given during the week in between Christmas Eve and New Year’s Day shall be tolled until five (5) business days following New Year’s Day.

9. The Underlying Agreement and this Addendum shall be construed, interpreted, and enforced in accord with the laws of the State of Georgia applicable to agreements executed and to be wholly performed therein.

IN WITNESS WHEREOF, the parties have hereunto set their names and signatures as of the date first above written.
“GRANTOR”:

GEORGIA DEPARTMENT OF TRANSPORTATION

By: ________________________________
Name: ________________________________
Its: ________________________________
Tax ID: ________________________________

“PRODUCTION COMPANY”:

PRODUCTION COMPANY NAME

By: ________________________________
Name: ________________________________
Its: ________________________________
### EXHIBIT 1

**DISTRICT CONTACTS**

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>CONTACT</th>
<th>EMAIL</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Teri Pope</td>
<td><a href="mailto:tpope@dot.ga.gov">tpope@dot.ga.gov</a></td>
<td>770/718-3924</td>
</tr>
<tr>
<td></td>
<td>Steve Kelly</td>
<td><a href="mailto:skelly@dot.ga.gov">skelly@dot.ga.gov</a></td>
<td>770/718-5036</td>
</tr>
<tr>
<td>2.</td>
<td>Kedrick Collins</td>
<td><a href="mailto:kecollins@dot.ga.gov">kecollins@dot.ga.gov</a></td>
<td>478/552-4619</td>
</tr>
<tr>
<td></td>
<td>Wyatt Johnson</td>
<td><a href="mailto:wjohnson@dot.ga.gov">wjohnson@dot.ga.gov</a></td>
<td>478/552-4681</td>
</tr>
<tr>
<td></td>
<td>Cissy McNure</td>
<td><a href="mailto:gmcnure@dot.ga.gov">gmcnure@dot.ga.gov</a></td>
<td>478/552-4656</td>
</tr>
<tr>
<td>3.</td>
<td>Kimberly Larson</td>
<td><a href="mailto:klarson@dot.ga.gov">klarson@dot.ga.gov</a></td>
<td>706/646-7532</td>
</tr>
<tr>
<td></td>
<td>Chance Baxley</td>
<td><a href="mailto:cbaxley@dot.ga.gov">cbaxley@dot.ga.gov</a></td>
<td>706/646-7598</td>
</tr>
<tr>
<td>4.</td>
<td>Van Mason</td>
<td><a href="mailto:vmason@dot.ga.gov">vmason@dot.ga.gov</a></td>
<td>229/386-3435</td>
</tr>
<tr>
<td>5.</td>
<td>Cynthia Phillips</td>
<td><a href="mailto:cphillips@dot.ga.gov">cphillips@dot.ga.gov</a></td>
<td>912/427-5703</td>
</tr>
<tr>
<td></td>
<td>Jim Nagel</td>
<td><a href="mailto:jnagel@dot.ga.gov">jnagel@dot.ga.gov</a></td>
<td>912/427-5734</td>
</tr>
<tr>
<td>6.</td>
<td>Ricky Clayton</td>
<td><a href="mailto:rclayton@dot.ga.gov">rclayton@dot.ga.gov</a></td>
<td>678/721-5291</td>
</tr>
<tr>
<td></td>
<td>Mohamed Arfa</td>
<td><a href="mailto:marafa@dot.ga.gov">marafa@dot.ga.gov</a></td>
<td>678/721-5284</td>
</tr>
<tr>
<td>7.</td>
<td>Patrick Allen</td>
<td><a href="mailto:pallen@dot.ga.gov">pallen@dot.ga.gov</a></td>
<td>770/986-1765</td>
</tr>
<tr>
<td></td>
<td>Brad Humphrey</td>
<td><a href="mailto:jhumphrey@dot.ga.gov">jhumphrey@dot.ga.gov</a></td>
<td>770/986-1768</td>
</tr>
<tr>
<td></td>
<td>Chris Woods</td>
<td><a href="mailto:cwoods@dot.ga.gov">cwoods@dot.ga.gov</a></td>
<td>770/986-1767</td>
</tr>
<tr>
<td></td>
<td>Mark Mckinnon</td>
<td><a href="mailto:mmckinnon@dot.ga.gov">mmckinnon@dot.ga.gov</a></td>
<td>770/986-1832</td>
</tr>
</tbody>
</table>
Staff Report

Subject: 2020 Transportation Master Plan Amendment – Old Augusta Road Corridor area plan

Author: Eric Larson, Asst. County Manager

Department: County Engineering

Meeting Date: July 19, 2022

Item Description: Approve a change order to the 2020 Transportation Master Plan contract to add the Old Augusta Road area to the traffic model and study traffic impacts.

Summary Recommendation:
The 2020 Transportation Master Plan provided a countywide level traffic model to evaluate intersection and roadway improvements and evaluate alternative solutions. This proposed amendment would add planned developments within the Old Augusta Road and SR 21 area to the traffic model and study additional roadway and intersection improvements that are needed to provide acceptable levels of service within the vicinity of these developments.

Executive Summary/Background:
- Pond Co. was selected to prepare the 2020 Transportation Master Plan in December 2020. The original contract was $99,850
- Previous Change orders = $80,850
  - Hodgeville Road Roundabout concept designs = $38,500
  - Forest Haven evaluation = $10,850
  - Blue Jay Road and Effingham Parkway evaluation = $31,500
- This change order = $70,000
- New Contract Amount = $250,700

Alternatives for Commission to Consider
1 - Approve the change order to Pond Co. in the amount of $70,000 to study the Old Augusta Road area traffic impact.
2 – Take no action and request further information
3 – Deny. No study will be done.

Recommended Alternative: Alternative 1

Other Alternatives: Alternate 2

Department Review: County Engineer; County Attorney

Funding Source: Development Services Fund – Budget amendment will be required.

July 7, 2022

Mr. Eric W. Larson, PE, AICP, CFM, CPSWQ
Assistant County Manager
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

Re: Effingham County – Professional Transportation Services Fee Proposal – Old Augusta Road Corridor Study

Dear Mr. Larson:

Pond & Company (Pond) is pleased to submit this proposal for transportation engineering services for the above project. The paragraphs below describe the professional services and fees to accomplish this work.

**Project Understanding**

Old Augusta Road is a north-south roadway in southeastern Effingham County and is home to a number of sites that have substantial planned developments, with further sites available and anticipated to be developed in the future. As such, the County is pursuing a transportation study along the roadway from SR 21 to Chimney Road, with a focus on access management and long-term needs of the corridor. This study will serve as a more detailed study of the Old Augusta Road corridor, building off of the work that was completed as part of the Effingham County Transportation Master Plan. A proposed study area map is shown to the left and includes Old Augusta Road from SR 21 to Chimney Road, Chimney Road from Old Augusta Road to SR 21, and SR 21 between Old Augusta Road and Chimney Road.
Professional Services
Pond will provide all labor, materials, and equipment necessary to assist Effingham County in completing the tasks as described herein.

Phase 1: Kickoff and Coordination
Task 1.1, Coordination Meetings: To initiate the process, Pond will meet virtually with Effingham County to discuss the needs, expectations, and outcomes of the process. Throughout the process, Pond will continue to virtually meet with the County on a monthly basis to continually coordinate on project status, upcoming steps, and other concerns.

Task 1.2, Data Collection: Pond will prepare an understanding of existing data as related to the overall study area. This will include a review of existing data compiled for the Transportation Master Plan (TMP), and requests for relevant data from Effingham County. This task includes the collection of new turning movement counts at SR 21 at Chimney Road and at Old Augusta Road at Chimney Road. This proposal assumes that Effingham County will be able to provide information about the GIRP development including the site plan, and any DRI study or trip generation that has been completed. If additional trip generation analysis related to GIRP must be performed as part of this effort, additional fee may be needed.

Task 1.3, Developer Coordination: With the understanding that much of the planned development along the corridor is ongoing or upcoming, Pond will attend up to six (6) meetings virtually or over the phone with developers to understand their concerns and needs and help to find solutions through this study. Any additional meetings may be attended at the hourly rates agreed upon between Effingham County and Pond as part of the on-call contract.

Phase 2: Needs Analysis
Task 2.1, Existing Conditions: Pond will use existing data from the TMP and data collected in Task 1.2 and will perform a review of existing access and traffic conditions throughout the study area. Traffic analyses in this task and all other relevant tasks will be performed in Synchro using Highway Capacity Manual methodologies.

Task 2.2, Future Needs: Based on an understanding of upcoming developments in the area and historic traffic volume growth, Pond will forecast traffic conditions in two (2) future years and analyze traffic conditions in these years in up to three (3) different access control scenarios.

Phase 3: Recommendations
Task 3.1, Physical Improvements: Building on the analyses conducted in Phase 2, Pond will prepare a list of physical improvements throughout the study area. These improvement recommendations will include locations, descriptions, and planning-level cost estimates. Recommendations will be placed into a recommended implementation timeline with short-, mid-, and long-term improvements.

Task 3.2, Policy Recommendations: In addition to the physical improvements, Pond will perform a review of existing policies in place that affect the corridor and will make recommendations for future policies related to corridor access management, development access, and/or other relevant areas to help position the Old Augusta Road corridor to continue to be a viable and functional corridor into the future.

Phase 4: Conceptual Roundabout Design
Task 4.1, Base Mapping Setup: Pond will utilize available GIS information and aerial imagery to prepare concept design base mapping. This includes parcel data, roadway data, utility data, and contour information. This information will be overlayed on high-resolution aerial imagery.
Task 4.2, Concept Layout: Pond will prepare a concept layout to show the general improvement geometries of a roundabout on Old Augusta Road approximately half a mile north of SR 21 on available GIS data and aerial imagery. The concept layout will indicate the proposed improvements and potential impacts, including estimated property/right-of-way, utilities, etc.

Task 4.3, Cost Estimate: Pond will prepare a concept-level cost estimate for the concept layout, including right-of-way/property costs.

Task 4.4, County Review: Pond will submit the concept layout to Effingham County for comment/approval. This task includes one (1) virtual or phone meeting with the county to discuss the plans. We will respond to one (1) round of comments and incorporate appropriate comments into the plans.

Professional Fees
Pond proposes to accomplish all phases and tasks included in this letter for a total Lump-Sum fee of $70,000.

If this fee and scope is acceptable, Pond & Company is available to begin work immediately. If you have any questions or would like us to discuss/modify the scope, please contact myself or Andrew Babb, who will serve as the Project Manager. If you need any additional information, please feel free to contact me at (678) 336-7740.

Sincerely,

POND & COMPANY

Richard Fangmann, PE, PTOE
Vice-President

Cc:
Melissa Phillips, Client Liaison
Andrew Babb, PE, AICP

ACCEPTED BY (NAME): Wesley M. Corbitt, Chairman Effingham County Board of Commissioners

ACCEPTED BY (SIGNATURE): 

DATE: 

ATTEST:

Stephanie Johnson, County Clerk
Staff Report

Subject: 2020 Transportation Master Plan Amendment – East West Connector Regional plan
Author: Eric Larson, Asst. County Manager
Department: County Engineering
Meeting Date: July 19, 2022
Item Description: Approve a change order to the 2020 Transportation Master Plan contract to add the East West Connector corridor area to the traffic model and study traffic impacts.

Summary Recommendation:
The 2020 Transportation Master Plan provided a countywide level traffic model to evaluate intersection and roadway improvements and evaluate alternative solutions. This proposed amendment would add planned roads within the East West Connector corridor area to the traffic model and study additional roadway and intersection improvements that are needed to provide acceptable levels of service within the vicinity.

Executive Summary/Background:
- Pond Co. was selected to prepare the 2020 Transportation Master Plan in December 2020. The original contract was $99,850
- Previous Change orders = $150,850
  - Hodgeville Road Roundabout concept designs = $38,500
  - Forest Haven evaluation = $10,850
  - Blue Jay Road and Effingham Parkway evaluation = $31,500
  - Old Augusta Road Corridor area plan = $70,000
- This change order = $75,000
- New Contract Amount = $325,700

Alternatives for Commission to Consider
1 - Approve the change order to Pond Co. in the amount of $75,000 to study the East West Connector area traffic impact.
2 – Take no action and request further information
3 – Deny. No study will be done.

Recommended Alternative: Alternative 1

Other Alternatives: Alternate 2

Department Review: County Engineer; County Attorney

Funding Source: Development Services Fund – Budget amendment will be required.

June 30, 2022 (revised July 7, 2022)

Mr. Eric W. Larson, PE, AICP, CFM, CPSWQ
Assistant County Manager
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

Re: Effingham County – Professional Transportation Services Fee Proposal – Southeast Effingham County roadway network improvements

Dear Mr. Larson:

Pond & Company (Pond) is pleased to submit this proposal for transportation engineering services for the above project. The paragraphs below describe the professional services and fees to accomplish this work.

**Project Understanding**

Effingham County has identified a number of roadway network improvements in the southeastern part of the county, aimed at improving connectivity and safety while providing more options for travel for residents, workers, and visitors alike. These include a number of realignments, new connections, and new or modified intersections. In general, this proposal includes the following services for each of these improvements:

- Planning-level traffic analysis, including traffic forecasting, to understand future traffic conditions and to identify needed lane configurations and improvements needed to support those future conditions,
- A schematic layout of the alignment of new roadway connections, showing potential edge of pavement and edge of right of way,
- Planning-level cost estimations for these projects, and
- An implementation plan that provides a suggested framework and phasing for the construction of these various improvements.

Specific improvements to be considered include:

1. Realignment of Little McCall Road to Rahm Station Road at McCall Road
2. Realignment of Low Ground Road to Timbergate Drive at McCall Road
3. New east-west roadway from SR 21 to McCall Road south of Southern Electric Railroad Company rail line.
   a. Phase 1: from SR 21 to new north-south road listed below at #4
   b. Phase 2: From new north-south road listed below at #4 to McCall Road, including a grade-separated crossing of the Norfolk-Southern rail line
4. New north-south roadway connecting GIRP to new east-west road listed above at #3; including an extension of the southern GIRP roadway
5. New north-south roadway connecting new east-west road listed above at #3 to McCall Road east of the Norfolk-Southern rail line
Additional information about the tasks to be performed are included in the Professional Services section following this one. Note that while this analysis will be aware of the potential impacts of the Georgia International Rail Park (GIRP), it is assumed that the internal roads already planned as part of the development will not be specifically analyzed or designed as part of this proposal beyond the connectors and intersections specifically identified.

**Professional Services**

Pond will provide all labor, materials, and equipment necessary to assist Effingham County in completing the tasks as described herein.

**Phase 1: Kickoff and Coordination**

*Task 1.1, Coordination Meetings:* To initiate the process, Pond will meet virtually with Effingham County to discuss the needs, expectations, and outcomes of the process. Throughout the process, Pond will continue to virtually meet with the County to continually coordinate on project status, upcoming steps, and other concerns.

*Task 1.2, Data Collection:* Pond will prepare an understanding of existing data as related to the overall study area. This will include a review of existing data compiled for the Transportation Master Plan (TMP), collection of additional information, and requests for relevant data from Effingham County. Additional data collection is anticipated to include new Turning Movement Counts at the intersections of McCall Road at Rahm Station Road and at Timbergate Drive. This proposal also assumed that Effingham County will be able to provide information about the GIRP development including the site plan, and any DRI study or trip generation that has been completed. If additional trip generation analysis must be performed as part of this effort, additional fee may be needed.

**Phase 2: Traffic Analysis**

*Task 2.1, Existing Conditions Analysis:* Based on collected data, Pond will prepare an analysis of existing intersections to be used as a baseline.

*Task 2.2, Traffic Forecasting:* Based on the forecasting methodology established in the TMP, existing count data, and on trip generation information from the GIRP development, Pond will develop projected volumes on study roadways with and without new roadway networks. Volumes will be projected into year 2030 and year 2050 and will include daily volumes for existing and proposed roadways and design hour volumes for proposed new and modified intersections.

*Task 2.3: Future Conditions Analysis and Recommendations:* Based on forecast traffic volumes, Pond will analyze proposed segments to identify recommended cross-section lane age. Pond will also analyze proposed new or modified intersection to identify recommended intersection control types and any needed auxiliary lanes or other treatments. All recommendations are expected to be at the planning level and may need additional refinement later on in the design process.

**Phase 3: Schematic Layout and Planning-Level Cost Estimation**

*Task 3.1, Identification of Design Criteria:* Develop minimum design criteria needed to prepare schematic layouts. We will also identify and download available aerials, GIS and LiDAR data to assist in developing design alternatives.

*Task 3.2, Environmental Screening:* Pond will conduct a desktop environmental screening of publicly available data sources in order to identify known environmental constraints in the vicinity of the proposed projects. This review will include streams, wetlands, cultural resources, and protected species. The desktop screening will result in one (1) brief summary report of findings combining all proposed projects.

Item XI. 18.
**Task 3.3, Schematic Layouts**: Develop planning level schematic layouts on aerials including centerlines, approximate edge of pavement, and approximate edge of right of way. Intersection schematics will be based on the single most feasible option. Realignments and new roadway connections will look at a maximum of two (2) alignment options. As part of the grade separation feasibility for Project #3, we will design for a bridge type and span length that has the greatest probability of being approved by the railroad. Planning level right of way needs will be identified utilizing information available online from the Effingham County Property Appraiser.

**Task 3.4, Cost Estimates**: Planning-level cost estimates by segment and intersection will be prepared.

**Phase 4: Implementation Framework**

**Task 4.1, Implementation Framework**: Based on analyses performed previously, Pond will prepare an implementation framework, contained in a report document, that will include suggested phasing of the proposed improvements based on cost, utility, relation to other projects, construction feasibility, and other transportation planning concerns.

**Professional Fees**

Pond proposes to accomplish all phases and tasks included in this letter for a total Lump-Sum fee of $75,000. If this fee and scope is acceptable, Pond & Company is available to begin work immediately. If you have any questions or would like us to discuss/modify the scope, please contact myself or Andrew Babb, who will serve as the Project Manager. If you need any additional information, please feel free to contact me at (678) 336-7740.

Sincerely,

**POND & COMPANY**

Richard Fangmann, PE, PTOE
Vice-President

Cc:
Melissa Phillips, Client Liaison
Andrew Babb, PE, AICP

Wesley M. Corbitt, Chairman Effingham County Board of Commissioners

ACCEPTED BY (NAME): ____________________________________________

ACCEPTED BY (SIGNATURE): ______________________________________

DATE: __________________________________________________________________

ATTEST: __________________________________________________________

Stephanie Johnson, County Clerk
Staff Report

Subject: Amendment of Easement Agreement- 21 South Properties
Author: Eric Larson, Asst. County Manager
Department: County Engineering
Meeting Date: July 19, 2022
Item Description: Approve an amendment to an existing easement agreement with 21 South Properties related to the Clarence Morgan Park and Josh Reddick Way.

Summary Recommendation:
21 South Properties have a tract of land accessed by the internal road system of the Clarence Morgan Park. There is an existing easement agreement recorded. The existing agreement lacked detail on the location of the access easement, but now that the site is designed and approved for development, the location can be more accurately described. The amendment makes those changes.

Executive Summary/Background:
- Existing easement is recorded in DB 244 PG 572-579 and dated October 10, 2017.

Alternatives for Commission to Consider
1 - Approve the amendment to the access easement recorded as DB 244 PG 572-579 dated October 10, 2017.
2 – Take no action – request further information.
3 – Deny. Existing agreement stays in effect.

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: Engineering, Legal

Funding Source: No funding requested.

Attachments: 1. Draft revised easement agreement.
AMENDMENT TO THE UTILITY, DRAINAGE, DETENTION, & ACCESS EASEMENT AGREEMENT dated October 10, 2017, recorded in Deed Book 244, page 572-579.

This Amendment to the Utility, Drainage, Detention, & Access Easement Agreement, hereinafter described (the "Agreement") is made and entered into as of the ___ day of __________, 2022 ("Effective Date"), by and between BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as “Effingham County”) and 21 SOUTH PROPERTIES, LLC, a Georgia corporation, its’ successors and/or assigns (hereinafter referred to as “21 South”).

WITNESSETH:

WHEREAS, the Parties hereto are desirous of amending that certain UTILITY, DRAINAGE, DETENTION, & ACCESS AGREEMENT, between themselves, dated October 10, 2017, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Deed Book 244, page 572-579; and

WHEREAS, as of the Effective Date hereof, “Effingham County” is the fee owner of the property as being more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (the “County Property”) together with the roadway presently being used for
public purposes, known as Josh Reddick Way, and located on said property described on Exhibit “A”.

WHEREAS, as of the Effective Date, “21 South” is the fee owner of the property as more particularly described on Exhibit “C” attached hereto and incorporated herein by reference (the “21 South Property”).

WHEREAS, Effingham County has opened the roadway described herein for public purposes and 21 South has determined to proceed with the development of the property described on Exhibit “B”;

WHEREAS, a roadway exists on the property of Effingham County, open for public purposes, and being no less than 60 feet in width, extending from the southern boundary line of Georgia State Highway #21 to an end point located within the “County Property” as described on Exhibit “A”.

WHEREAS, in conformity with the provisions of the October 10, 2017 agreement the Parties, the Parties desire to establish an easement from Josh Reddick Way into the property of 21 South as described on Exhibit “B” so as to allow for the fully ingress/egress, development, use, operation and maintenance of their respective properties and or improvements to be located thereon in the future, said access easement to be no less than 60 foot in width at all points and extending from and to Josh Reddick Way, a county owned road now open for public use, to and from the property of “21 South” as described on Exhibit B. The improvements constructed by Effingham County are in accordance with the October 10, 2017 Agreement and shall be referred to herein as the “Josh Reddick Way”.

NOW, THEREFORE, for an in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00), the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of each of which are hereby acknowledged, Effingham County does hereby grant, convey, bargain, sell, reserve, covenant and agree, as applicable, as follows:

1. **EASEMENTS GRANTED BY EFFINGHAM COUNTY.** Effingham County, for the purpose of designating access to the 21 South property, hereby grants to 21 South, its successors and assigns, and their respective tenants, guests, invitees or agents, a permanent non-exclusive easement over Josh Reddick Way and the right to connect the roadway on Property of 21 South to Josh Reddick Way over, through and across the County Property described on Exhibit A hereto and specifically incorporated herein, as shown on the attached Exhibit “C”. Such easement is granted for the purpose of (i) pedestrian and vehicular access, ingress and egress, and location of any and all utilities incident to the full development of property of 21 South, said easement, being no less than 60 foot in width extending from the southern boundary line of Georgia State Highway #21, the northern boundary of property of Effingham County, a distance of approximately 250 feet to the connection of the roadways as shown on Exhibit “C”.

The easement, as granted, shall be subject to all provisions of the abovedescribed UTILITY, DRAINAGE, DETENTION, & ACCESS AGREEMENT, between the Parties hereto,
dated October 10, 2017, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Deed Book 244, page 572-579, and this easement is intended to serve as to the location of such connection point as described in the said Agreement dated October 10, 2017. All provisions of the above referenced UTILITY, DRAINAGE, DETENTION & ACCESS AGREEMENT not in conflict herewith shall remain binding and enforceable covenants running with the land; and

2. **CONNECTION TO JOSH REDDICK WAY.** As of the Effective Date, the Driveway Improvements lying between the southern boundary of Georgia State Highway #21 and the intersection of the roadway constructed by 21 South have been completed. 21 South shall be responsible for constructing the roadway on its’ property and the connection of such roadway to Josh Reddick Way as a part of the development of the 21 South property described on Exhibit B and shall do so at its sole cost and expense with no right of contribution from Effingham County. The Parties agree that the Josh Reddick Way provides for two-way paved access to and from Georgia State Highway 21 to the 21 South property.

3. **OBSTRUCTIONS.** No obstruction of any nature shall be erected on Josh Reddick Way except as may be incident to the connection of the roadway on 21 South property to Josh Reddick Way. Any such connection construction or replacement shall be completed as soon as reasonably practicable under the circumstances, in order to minimize disruption of traffic.

4. **MAINTENANCE OF DRIVEWAY IMPROVEMENTS.** The maintenance of Josh Reddick Way shall be borne solely by County, pursuant to the herein referenced agreement dated October 10, 2017. The maintenance of the roadway located on property of 21 South and connecting to Josh Reddick Way so as to provide ingress and egress from Josh Reddick Way and Georgia State Highway #21 shall be the responsibility solely of 21 South, its’ successor and assigns.

5. **COVENANTS RUNNING WITH THE LAND.** Each and every, easement, covenant, grant and agreement contained and made herein and described and/or arising out of that certain Agreement entitled UTILITY, DRAINAGE, DETENTION, & ACCESS AGREEMENT, between the Parties hereto, dated October 10, 2017, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Deed Book 244, page 572-579 shall be a covenant running with title to the respective properties for the benefit of and enforceable by the applicable Party against the other and shall be binding upon each Party and their respective successors and assigns (including, without limitation, their respective successors-in-title). This amendment is and shall be a covenant running with the land and shall be binding upon and enforceable against, and shall inure to the benefit of 21 South and their respective invitees, licensees, employees, agents, legal representatives, successors and assigns.

6. **GOVERNING LAWS.** This Agreement is made and entered into and is to be governed, construed and enforced in accordance with the laws of the State of Georgia.
7. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire agreement of the Parties hereto with respect to the matters contemplated hereunder, and no representation, inducement, promise or agreement, oral or written, between the Parties which is not incorporated herein shall be of any force or effect.

8. **AMENDMENTS.** Any additional amendment to the UTILITY, DRAINAGE, DETENTION, & ACCESS AGREEMENT, dated October 10, 2017, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Deed Book 244, page 572-579 shall be in writing and executed by the Parties hereto, their successors and/or assigns.

9. **NON-MERGER.** The future merger of title to any property burdened by any easement granted hereunder with any other property benefited by any easement granted hereunder shall not be deemed to extinguish or affect in any manner the easements and corresponding rights and benefits granted herein, which shall remain in effect as separate and distinct estates.

TO HAVE AND TO HOLD the respective rights, easements and agreements granted herein, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the use, benefit and behoof of the other Party forever.

[SIGNATURES BEGIN ON NEXT PAGE]
IN WITNESS WHEREOF, the Parties hereto have caused this Access Easement Agreement to be signed, sealed and delivered to be effective as of the Effective Date stated above.

Signed, sealed and delivered this ___ day of ____________, 2022 in the presence of:

________________________
Unofficial Witness

________________________
Notary Public
Commission Expires:

[NOTARY SEAL]

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: __________________________
   Wesley Corbitt, its’ Chairman

Attest: __________________________
   Stephanie Johnson, County Clerk

21 South Properties, LLC

By: __________________________
   Ashley W. Kieffer, managing member
   By: __________________________
   John H. Kieffer, managing member
EXHIBIT A

“PROPERTY OF EFFINGHAM COUNTY”

All that certain lot, tract, or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, containing seventy-six and eight-nine hundredths (76.89 acres, more or less, as shown and more particularly described on that certain map or plan made by Neal B. Ackerman, R.L.S. #1128, dated March 12, 2004, recorded in Plat Cabinet C, Slide 44-A1, 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.

Less and except that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, containing One (1) acre, more or less, as shown and more particularly described on that certain map or plan made by Adolph N. Michelis, R.L.S. #1323, dated December 8, 2014, recorded in Plat Record Book D146, Page E2, in aforesaid records. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.
EXHIBIT B

“PROPERTY OF 21 SOUTH PROPERTIES, LLC”

All that certain lot, tract, or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, containing five (5) acres, more or less, as shown and more particularly described on that certain map or plan made by James M. Sims, dated June 1, 1993, recorded in Plat Cabinet B, Slide 10-B, 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.

LESS AND EXCEPT ALL that certain lot, tract or parcel of land, situate, lying and being in the 11th GM District of Effingham County, Georgia, being know as .28 acres, more or less, as shown and more particularly described on that certain map or plat made by Glisson Land Surveying, certified by William Mark Glisson, GRLS #3316, dated March 9, 2017, recorded in Plat Cabinet 28, Slide 22B, in the records of the Clerk of the Superior Court of Effingham County, Georgia, which is specifically incorporated herein and made a part hereof.

This being the same property conveyed by DEA Enterprises, LLC to 21 South Properties, LLC as evidenced by that certain Warranty Deed dated April 28, 2006, and recorded in Deed Book 1443, Page 27, aforesaid records, less and except the property conveyed to the Board of Commissioners of Effingham County, Georgia as evidenced by that certain Limited Warranty Deed dated October 10, 2017, and recorded in Deed Book 2444, Page 571, aforesaid records.

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

PLAT OF THE DEVELOPMENT
Staff Report

Subject: Veteran’s Park – Restroom Construction
Author: Eric Larson, Asst. County Manager
Department: Parks & Landscapes / Facilities Management
Meeting Date: July 19, 2022
Item Description: Award a design-build construction contract to construct a restroom facility at the Veteran’s Park.

Summary Recommendation:
In 2021, the Veteran’s Park Board was awarded a grant from Planters Coop. to construct a restroom facility at the park. To streamline construction and keep cost match to a minimum, a design-build approach was chosen. County staff negotiated a cost proposal from an existing contractor working on another County park with a similar scope of work.

Executive Summary/Background:
- Planters grant was $25,000. Original design and construction cost was $70,000.
- By reducing the number of stalls to one unisex facility and locating the facility near the parking lot to allow for a cost effective utility service, the project cost has been reduced to $29,700.
- County Public Works (EOM) will install utilities to the facility as part of their normal course of work, charging only for the cost of materials. ($4,500)
- Design Build avoids costly design fees. Rain-N-Shine have submitted a quote of $25,200 for the facility.
- The Veteran’s Memorial Park Board has reviewed the proposal and in agreement with the plan.
- Planters Coop. has agreed to allow the Park Board to transfer the funds to the County to fund the project.
- Estimated completion shall be prior to November 11, 2022.

Alternatives for Commission to Consider
1 - Approve the contract to Rain-N-Shine in the amount of $25,200 for the design/build of the restroom. Further, authorize funding of $4,700 as grant match.
2 – Take no action / Deny

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2
Department Review: Engineering, Finance
Funding Source: SPLOST, grant
Attachments: 1. Site maps
2. Utility map
3. Proposal
4. Grant project summary
## Name / Address

Effingham County Board of Commissioners  
Attn: Finance  
601 N Laurel St  
Springfield, GA 31329

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## Project

**Veterans Park Restroom**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
</table>
| construction | Labor and Materials to layout, construct single use Family restroom  
1 sink, 1 water closet, ADA accessible  
Single solid steel entry door (county will provide hardware and locks  
14’ X 12’ Foot print includes covered entry walkway | 168 | 150.00 | 25,200.00 |

**Total** $25,200.00

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<tr>
<th>Phone #</th>
<th>Fax #</th>
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<tbody>
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<td>912-213-0069</td>
<td>912-754-1797</td>
<td><a href="mailto:rmsirrigation@aol.com">rmsirrigation@aol.com</a></td>
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Veterans Park

Legend
- Water Meters
  - Water Meter - In Service
  - Water Meter - Abandoned
- Fire Hydrants
- Water Hydrants
- Water Valves
  - Water Valve - In Service
  - Water Valve - Abandoned
  - Water Valve - Damaged
- Water Manholes
- Water Fittings
  - Cap or plug fitting
  - Reducer
  - Tapping sleeve
  - Other fittings
- Sample Sites
  - Water Sample Site - In Service
  - Water Sample Site - Abandoned
- Water Pump Station
- Water Source
  - External Water Utility
  - Natural Water Body
  - Other
  - Reservoir
  - TBD
  - Water Tank
  - Water Well

restroom, next to parking lot and covered picnic table

EOM Public Works: $4,500 to run water and sewer and tie into the facility. Includes water line tap and sewer manhole tap.

This map is a user generated static output from rightspot.spateng.com website and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

24 Mar, 2022
Introduction
The Veterans Park Board is a 501(c)(3) whose member base is comprised of a group of citizens who saw a need and desire for a veteran’s park in Effingham County. At an impromptu meeting in January of 2001, the planning for a park in Effingham County began. Through many more meetings, an establishment of the park board, outpouring of support from a patriotic community and veterans, Veterans Park of Effingham County (the Park) debuted on Veterans Day of 2003.

Project Summary
Veterans Park of Effingham County is located at 1st St & GA Highway 21 in Springfield, GA and is becoming a popular destination. The Veterans Park Board currently hosts two annual events each year, Memorial Day and Veterans Day. In addition, churches utilize the Park for events, individuals for weddings and others for varied events. Because of this, we have identified a need to build a permanent restroom facility at the Park and we aim to address two issues with this project. First, we want to reduce any barriers for anyone who may want to participate in events at the Park and cannot due to personal challenges where they might need access to restrooms. An ADA quality, cost-effective and eco-friendly restroom facility will be installed for public use. Second, we would like to conduct more events, like the ones mentioned above, at the Park so more people are able to observe those who honorably served in a branch of the armed services who call Effingham County home. This project will enable us to do that.

All events are scheduled and approved by the Veterans Park Board.

This project will benefit the entire Effingham County community and visitors.

The overall success of this project will be measured by the tracking of attendance at each event and participants enjoyment of the activities.

Project Timeline: 30 days of award-Board Approval; 90 days of award-Break ground; 90 days of award-Install bathrooms; 90 days of award-Open to the public.

Budget
The total budget for the Veterans Park Restroom Facility Project is $70,000.00. We will utilize the $25,000 Planters grant to help cover the facility cost. This will cover 35% of our estimated budget of the facility. The Effingham County Board of Commissioners will match the grant by covering the remaining cost for this project.

<table>
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<tr>
<th>Task Description</th>
<th>Cost</th>
</tr>
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<tbody>
<tr>
<td>14’x18’ Two single stall family style restroom, CMU, hip roof</td>
<td>$45,000.00</td>
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<tr>
<td>Site prep</td>
<td>$5,000.00</td>
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<tr>
<td>Water and sewer utility</td>
<td>$6,000.00</td>
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<tr>
<td>Water and Sewer Connection Fee ($2,000 water / $4,500 sewer)</td>
<td>$6,500.00</td>
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<tr>
<td>Design services</td>
<td>$3,000.00</td>
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<td>Contingency</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$70,000.00</strong></td>
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</table>

Conclusion
With this generous Planters Grant, we would be able to improve the social enjoyment for the residents and visitors who chose to tour Veterans Park of Effingham County in remembrance of those citizens who represented our county through their military service. We want park users to have a proper experience at Veterans Park of Effingham County.
Item XI. 20.

Restroom Location
Staff Report

Subject: Development agreement – Greenland Developers Helmey Tract, Noel C. Conaway Road and Kolic-Helmey Road Intersection

Author: Eric Larson, Asst. County Manager

Department: Development Services

Meeting Date: July 19, 2022

Item Description: Approve a cost share agreement to reconstruct the intersection of Noel C. Conaway Road (SR 30) and Kolic-Helmey Road to facilitate the entrance to a proposed development by Greenland Developers on the Helmey tract and establish adequate water, sewer, and reuse capacity for the proposed development.

Summary Recommendation:
Greenland Developers recently rezoned the Helmey tract, adjacent to the intersection of Noel C. Conaway Road (SR 30) and Kolic-Helmey Road. Access is proposed at this intersection. The County plans to upgrade the intersection as part of the 2020 TSPLOST. Both parties have agreed to cost share in the design and construction of an intersection to serve both needs. In general, the Developer will pay for the increased cost of construction of a 4-legged intersection vs. a 3-legged intersection. In addition, the developer has asked for commitments from the County for capacity for water, sewer, and reuse to serve the development.

Executive Summary/Background:
- The developer’s engineer has estimated the cost of design and construction for a 4-leg intersection to be $2,020,256 and a 3-leg intersection to be $1,877,470.
- The County has agreed to allow the Developer to retain the design engineer and construction contractor. The County will reimburse the Developer for the cost of a 3-leg intersection in a total amount not to exceed $2,000,000 upon receipt of proof of expenses.
- Preferred design is a multi-lane roundabout.
- The developer will limit phasing of development to 30 ERU per month starting in January 2023 with a maximum build out not to exceed 340 ERU.

Alternatives for Commission to Consider
1 - Approve the development agreement with Greenland Developers for cost share to reconstruct the intersection of Noel C. Conaway Road (SR 30) and Kolic-Helmey Road and dedicate water, sewer and reuse water capacity.
2 – Deny. The developer will construct their entrance onto the existing SR 30 at a design approved by the County and GDOT. The County will likely demolish those improvements and construct a 4-leg roundabout at a future date. Water, sewer, and re-use water allocation will be determined at the time of permitting.
3 – Table / Postpone

Recommended Alternative: Alternative 1
Other Alternatives: 2

Department Review: Development Services; County Attorney

Funding Source: No new funding requested.

Attachments: 1. Development agreement
STATE OF GEORGIA     )
EFFINGHAM COUNTY     )

DEVELOPMENT AGREEMENT

This Development Agreement is made and entered into this _____ day of ________, 2022, by and between Greenland Developers, Inc., a Georgia corporation, hereinafter referred to as the “Developer,” and the Effingham County Board of Commissioners, hereinafter referred to as the “County,” the lawfully elected governing authority of Effingham County, a political subdivision of the State of Georgia.

RECITALS:

WHEREAS, Developer is the developer of __________________, hereinafter referred to as the “Project”, a proposed subdivision consisting of approximately 340 residential homes; and

WHEREAS, the Developer desires certain commitments from the County, with regard to (i) transportation and access for the Project via Noel C Conaway Road (Ga Hwy 30) near the opposite side of Noel C. Conway Road from the intersection of Kolic Helmey (hereinafter referred to as the “Intersection”), (ii) the supply of reuse water service for the Project, and (iii) the supply of water and sanitary sewer service and disposal for the Project; and

WHEREAS the County finds that the provision of transportation service to the Project is consistent with and in furtherance of the goals and purposes of the Effingham County Transportation Master Plan and is in the public interest; and

WHEREAS the County finds that the provision of reuse water service to the Project is consistent with and in furtherance of the goals and purposes of the Effingham County Reuse Water Distribution program and is in the public interest; and

WHEREAS the County finds that the provision of water and sewer service to the Project is
consistent with and in furtherance of the goals and purposes of the Effingham County Water and Sewer program and is in the public interest.

NOW, THEREFORE, for an in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Developer hereby agree as follows:

WITNESSETH:

Section 1. Off-Site Traffic Improvements

A. The County has constructed or will construct transportation systems having sufficient capacity to provide transportation access to the Project.

B. Developer has retained and the County has approved EMC Engineering Services, Inc., a competent professional engineering firm registered in the State of Georgia (the “Design Engineer”), to design and observe the construction of such improvements as are necessary to construct the Intersection to the Project on-site roadway system within said Project, as shown on Exhibit 1, hereinafter referred to as the “Off-Site Traffic Improvements.”

C. The County has determined, based on the submission of Developer’s Project and the unrelated planned-Intersection improvements described below in subparagraph D, the Intersection needed to serve the Project is a multi-lane transportation Roundabout. The Developer and County agree that the Engineer(s) will design the Intersection to the desired size and the Developer will construct said intersection, with Engineer(s) oversight during construction, at the Developer’s sole expense.

D. Prior to submission of Developer’s Project, the County was in the planning phase of an improvement to the existing three-legged intersection of Hwy 30 and Kolic-Helmey Road. The Project now requires access to the Intersection, which requires expansion of the Intersection from...
three (3) legs to four (4) legs. The County will underwrite the Intersection improvements prior to such expansion (in the amount of three (3) legs), while the Developer will fund the additional cost to expand the Intersection to four (4) legs, subject to paragraphs H and I below; provided, however, that the County’s contribution to the design cost shall not exceed Two Hundred Thousand and 00/100 Dollars ($200,000.00) and the County’s contribution to the construction cost shall not exceed One Million Eight Hundred Thousand and 00/100 Dollars ($1,800,000.00) (collectively, the “Maximum Traffic Improvement Contribution”), as determined by estimates provided by the Developer’s Engineer. These costs may be modified by revision of this Agreement should unknown issues arise during construction.

E. The Developer has constructed or will construct the Intersection having sufficient capacity to provide transportation access to the Project, as shown on Exhibit 1. The County shall ensure the availability of transportation access at the connection point. The Off-Site Traffic Improvements shall be constructed pursuant to plans approved by the County and appropriate regulatory authorities.

F. The County will be the applicant to the Georgia Department of Transportation (GDOT) for an encroachment permit for construction of the Intersection. The Developer will prepare the application and associated submittal attachments and assist the County with the submittal to GDOT. The County will pay all fees associated with the permit.

G. Effingham County will be the applicant for all needed applications for any additional wetland impacts related to intersection improvements.

H. Effingham County shall be solely responsible for any right of way acquisitions needed to complete the project.
Section 2. Off-Site Water Sewer Improvements and Capacity

A. The County has constructed or will construct a water and sanitary sewer distribution system having sufficient capacity to provide potable water and sanitary sewer to the Project.

B. In addition to any obligations set forth in Section 7 or any other provisions under this Agreement, the County shall ensure the availability and sufficient capacity of a water and sanitary sewer distribution system to service the Project’s intended use, to include without limitation, a capacity no less than 30 ERUs (as later defined) per month commencing on July 1, 2023, until a maximum number of 340 ERUs are utilized or as otherwise agreed to in writing by the parties.

C. Developer has retained the Design Engineer to design and observe the construction of such improvements as are necessary to extend the County water distribution and sewer collection systems from the current water distribution and sewer collection terminus to the on-site connection point for the Project in order to distribute water and sewer to and within the Project, as shown on the Preliminary Water and Sewer Plan attached hereto as Exhibit 1, and hereinafter referred to as the “Off-Site WS Improvements” and, together with the Off-Site Reuse Improvements and Off-Site Traffic Improvements, hereinafter collectively referred to as the “County Off-Site Improvements.”

D. The Developer has constructed or will construct water and sewer systems having sufficient capacity to provide water and sewer to the Project, as shown on the Preliminary Water and Sewer Plan attached hereto as Exhibit 1. The County shall ensure the availability of water and sewer services at the connection point. The off-site improvements shall be constructed pursuant to plans approved by the County and appropriate regulatory authorities.
Section 3. Off-Site Reuse Water Improvements and Capacity

A. The County has constructed or will construct a reuse water system having sufficient capacity to provide reuse water to the Project.

B. In addition to any obligations set forth in Section 7 or any other provisions under this Agreement, the County shall ensure the availability of adequate reuse water service and capacity at the connection point for the Project’s intended use to include without limitation, a capacity no less than 30 ERUs (as later defined) per month commencing on July 1, 2023, until a maximum number of 340 ERUs are utilized or as otherwise agreed to in writing by the parties. The Off-Site Reuse Water Improvements shall be constructed pursuant to plans approved by the County and appropriate regulatory authorities.

C. Developer has retained the Design Engineer to design and observe the construction of such improvements as are necessary to extend the County reuse water distribution system from the current terminus of reuse water distribution to the Project on-site connection point in order to distribute reuse water to and within the Project, as shown on the Preliminary Reuse Water Plan attached hereto as Exhibit 1, hereinafter referred to as the “Off-Site Reuse Water Improvements.”

D. The Developer has constructed or will construct the Off-Site Reuse Water Improvements having sufficient capacity to provide sufficient reuse water to the Project, as shown on Exhibit 1. The County shall ensure the availability of reuse water at the connection point. The Off-Site Reuse Water Improvements shall be constructed pursuant to plans approved by the County and appropriate regulatory authorities.

Section 4. Maximum County Contributions Adjustments and Payment
A. In the event of a “Significant Price Increase” in material cost occurring during the performance of the County Off-Site Improvements through no fault of the Developer, the Maximum County Contributions described above shall be equitably adjusted based on the percentage increase in costs with respect to such material(s). A change in price of an item of material will be considered a “Significant Price Increase” when the price of an item increases or decreases by greater than 20% percent between the dates of the estimates and performance. In order to receive an adjustment to one or more of the Maximum County Contributions, Developer shall share with the County, in writing, Developer’s estimated costs for the relevant materials that it believes may be subject to potential escalation (the “Escalation List”). Prior to purchasing any of the listed materials, the Developer must provide the County with three (3) timely and credible proposals from suppliers as well as a third-party price index such as RS Means, Steel Market Update or the like to confirm the credibility of the proposals. If Developer suffers a Significant Price Increase that cannot be overcome through value engineering, substitutions or early purchasing/warehousing, then the parties agree to adjust the Maximum County Contributions by the increase in material costs indicated in the lowest proposal or price index amount presented to the County. These change orders shall not include overhead or profit mark-ups on the increases from the Developer or any of its materialmen, contractors or subcontractors. Failure to include a material in the initial Escalation List shall be considered a waiver of the right to seek escalation for such materials without the County’s consent. If prices decrease from what was in the Developer’s original cost, the County shall be entitled to a deduct.

B. Reimbursement for the design and construction costs associated with the County’s portion of the Off-Site Improvements to the Developer shall be in the form of reimbursement of actual costs supported with invoice.

Section 5. Inspection, Construction and Dedication of Off-Site Improvements.
A. Developer shall provide for inspection of the County Off-Site Improvements by the Design Engineer during construction and shall ensure compliance with all County design and construction requirements. Developer shall provide to the County a statement from the Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to utility relocation, roadway construction, traffic signage, piping, pump systems, structures, appurtenances, and other incidentals associated with road, reuse water, potable water and sanitary sewer infrastructure and improvements that serve the Project, and all related material and work (collectively, the “Infrastructure”), meet the County’s specifications and standards. Developer shall provide two (2) copies, and an electronic file, of “record” drawings of the County Off-Site Improvements signed by the Design Engineer and/or independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers, including, as applicable, by test results for utility and stormwater pipe deflection, water and sewer pressure, leaks, water borne bacteria, backfill and roadway compaction, water and sewer flow tests, asphalt/concrete testing, and other tests required by the County. All design, construction, inspection, and other costs incurred to construct the County Off-Site Improvements and connect same to the Project shall be borne by the Developer and reimbursed by the County as stated in Section 2 above. 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 County Off-Site Improvements.

B. Upon completion of the construction of the County Off-Site Improvements, certification by the Design Engineer, provision of the “record” drawings, and compliance with any other requirements reasonably imposed by the County, the County shall, upon dedication by the Developer and subject to approval of the County, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance and operation of those portions of the County Off-Site
Improvements located within public easements or right-of-ways, up to but not including utilities, signs, and roadway. This dedication shall include all rights, title, and interest that the Developer has in the County Off-Site Improvements and also all easements and/or right-of-way required for the purpose of maintenance thereof.

C. Developer shall provide to the County a recordable plat(s) showing all public easements and/or rights-of-way that contain roadway and utilities that, are to be owned and maintained by the County. If the Developer fails to provide the recordable plat, the County shall not accept the County Off-Site Improvements, nor issue a Certificate of Occupancy for any building or structure within that phase of the Project.

D. The County will be responsible for closure of the GDOT encroachment permit and dedication of the Intersection improvements within State Rights-of-way to GDOT.

Section 6. On-Site Improvements.

A. Developer has retained the Design Engineer to design and observe the construction of such improvements as are necessary to extend the County Off-Site Improvements from the County connection points to the Project and to distribute traffic, water, sanitary sewer and reuse water service to and within the Project, hereinafter collectively referred to as the “Project On-Site Improvements.” The Developer shall select a competent contractor for the construction of the Project On-Site Improvements. The Developer shall notify the County of the selection and provide a copy of the contract amount. The County reserves the right to advise the Developer of any prior contractual arrangements between the contractor and County that resulted in default, litigation, and / or poor performance and request consideration of another contractor. The Project On-Site Improvements shall be constructed at Developer’s sole expense. Developer shall ensure that the Project On-Site Improvements are of sufficient capacity to serve the Project.
B. Developer shall provide for inspection of the Project On-Site Improvements by the Design Engineer during construction and shall ensure compliance with all County design and construction requirements. Developer shall provide to the County a statement from the Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the Infrastructure and all related materials and workmanship meet the County’s specifications and standards. Developer shall provide two (2) copies, and an electronic file, of “record” drawings of the Project On-Site Improvements signed by the Design Engineer and/or an independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for deflection, pressure, leaks, bacteria, compaction and flow tests required by the County. All design, construction, inspection, and other costs incurred to construct the Project On-Site Improvements and connect to the County reuse water system shall be borne by the Developer. 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 Project On-Site Improvements.

C. Upon completion of the construction of the Project On-Site Improvements, certification by the Design Engineer, provision of the “record” drawings, and compliance with any other requirements reasonably imposed by the County pursuant to Section three (3) of this agreement, the County shall, upon dedication by the Developer and subject to approval of the County, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance and operation of the roads and traffic infrastructure that comprise On-Site Improvements and such water, sanitary sewer and reuse water portions of the Project On-Site Improvements as are located within public easements or right-of-ways, up to but not including individual metering points. This dedication shall include all rights, title, and interest that the Developer has in the Project On-Site Improvements and also all easements and/or right-of-way required for the purpose of maintenance.
thereof.

D. The plans and specifications for the Project On-Site Infrastructure shall be consistent with the County's design standards and ordinances, as well as applicable state and federal regulations at the time of plan approval by the County. The County Representative and the Developer shall coordinate the planning, design, and construction of the Project On-Site Infrastructure to generally adhere to the County’s water and sewer master planning for the region.

Section 7. Connection Fees; Recurring Water and Sewer Service Fees.

The County will charge, and the Developer will pay (or cause to be paid), Water Tap-in Fees, Sewer Tap-in Fees, Water Connection Fees, Sewer Connection Fees, Water Re-Use Fees, Water Meter Installation Fees, Water Meter Application Fees, and any other applicable connection charges as are in effect at the time of each such connection, for each connection to the water and sewer system within and serving the Project (collectively, the “Connection Fees”). Such fees shall be levied on a nondiscriminatory, per ERU basis, as applicable, unless metered to account for actual use (e.g., water meters). Such fees shall be paid prior to occupancy. For purposes of this Agreement, the term “ERU” shall mean the number of residential units to which the water demand of a customer is equivalent, where a single-family detached residential unit is assumed to have an average demand of 300 gallons per day. The number of ERUs assigned to a building or structure shall be determined in accordance with the water use load factors established by ordinance of the County; provided, however, that the determination of the number of ERUs for the individual users on the Property shall be made on the same basis as all other users within the County.

Section 8. Term; Renewal.

The initial term of this agreement shall be two (2) years, commencing on __________, 2022 and ending on July 1, 2024.
Section 9. Compliance with Laws.

Developer shall comply with all existing and future County ordinances, rules, and regulations relating to the connection to and use of the County’s transportation systems. Nothing in this Agreement shall limit the right of the County to impose other fees or to create special tax districts to enable the County to recover all costs incurred in providing transportation service to the Property.

Section 10. Governing Law; Forum Selection.

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.

Section 11. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties.

Section 12. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties.

Section 13. No Waiver.

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.

Section 14. Effect of Partial Invalidity.

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.

Section 15. Paragraph Headings.

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.


Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the County: Effingham County Board of Commissioners
804 S. Laurel Street
Springfield GA 31329

If to Developer: Greenland Developers, Inc.
Attn: Brett Bennett
1750 Hwy. 21 N.
Springfield, GA 31329

With a copy to: Bill Glass, Esq.
Weiner Shearouse Weitz Greenberg & Shawe, LLP
14 East State Street
Savannah, GA 31401

Section 17. Excusable Delay.
Neither the County nor Developer shall be liable to the other or any successor in interest for any loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance of the terms of this Agreement where such non-performance or delayed performance is the result of circumstances or occurrences beyond the reasonable control of the responsible party (each, a “force majeure”), which, as used herein, shall be deemed to include, non-performance or delayed performance resulting from acts of God, strikes, lockouts, blockades, insurrections, riots, explosions, fire, floods, or any other cause not within the reasonable control of the responsible party. In no event shall the County be held liable to the Developer for consequential damages or economic losses arising from delayed performance; provided, however, that in the event the County fails to timely perform its obligations under this Agreement after written notice of default from the Developer, then Developer shall be entitled to complete the County’s construction obligations hereunder, and, if Developer undertakes to and does complete all or a portion of the County’s construction obligations hereunder be entitled to a reimbursement for the cost of such completion otherwise payable under this Agreement.

Section 18. Assignment.

This Agreement may be assigned in whole or in part by the Developer with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

Section 19. Construction of Agreement.

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.

IN WITNESS WHEREOF the Developer has executed these presents under seal, and the County
has cause these presents to be executed by its proper officer under seal, affixed, this _____ day of
________, 2022.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: _____________________________
    WESLEY CORBITT, CHAIRPERSON

Attest: ___________________________
        STEPHANIE JOHNSON, CLERK

Sworn to and subscribed before me this _____ day of _____________, 2022.

WITNESS

__________________________________
NOTARY PUBLIC

[The balance of this page is intentionally blank.]
[Signatures continue on the following page.]
GREENLAND DEVELOPERS, INC.

By: ____________________________
    WILSON BURNS, PRESIDENT

Attest: __________________________
        JON BURNS, SECRETARY

Sworn to and subscribed before me this _____ day of _____________, 2022.

____________________________________
WITNESS

____________________________________
NOTARY PUBLIC
EXHIBIT 1: PRELIMINARY WATER, SEWER AND REUSE PLAN

HELMEY DEVELOPMENT
GA HWY 30
EFFINGHAM COUNTY, GEORGIA
Prepared for:
GREENLAND DEVELOPERS

CONNECT PROPOSED 6" REUSE MAIN TO EXISTING REUSE MAIN

CONNECT PROPOSED 10" WATERMAIN TO EXISTING 16" WATERMAIN

DIRECTIONAL DRILL W CASING

EXISTING 16" WATERMAIN

PROPOSED 6" REUSE MAIN

PROPOSED 10" WATERMAIN

EXISTING 6" FM

DIRECTIONAL DRILL W CASING

EXISTING 16" GRAVITY SEWER MAIN

UTILITIES TO BE EXTENDED BY DEVELOPER INTO SUBDIVISION

GRAPHIC SCALE: 1" = 60'

PROJECT NO: 22-0022
DRAWN BY: JCH
DESIGNED BY: JCH
SURVEYED BY: 
SURVEY DATE: 
CHECKED BY: ABM
SCALE: 1" = 60'
DATE: JULY 2022

EMC ENGINEERING SERVICES, INC.
27 Chatham Center South, Suite A
Savannah, GA 31405
Ph: (912) 232-6533
Fax: (912) 231-4580
savannah@emc-eng.com
www.emc-eng.com
CERTIFICATE OF DISTRIBUTION

TO:       State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of Effingham County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

City of Rincon shall receive 17.57% 
City of Springfield shall receive 4.76% 
City of Guyton shall receive 3.67% 
County of Effingham shall receive 74% 

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule, the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are ‘qualified municipalities,’ as that term is used in the Act, and that all municipalities listed herein as recipients are ‘qualified’ and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this ________________ day of ________________ 2022.

______________________________________  MAYOR OF THE CITY OF
______________________________________  MAYOR OF THE CITY OF
______________________________________  MAYOR OF THE CITY OF
______________________________________  MAYOR OF THE CITY OF
______________________________________  MAYOR OF THE CITY OF
______________________________________  MAYOR OF THE CITY OF

______________________________________  CHAIRMAN BOARD OF COMMISSIONERS OF
Effingham COUNTY
Staff Report

Subject: City of Springfield Annexation Agreement - Map# 429A Parcel# 14, 14A
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: July 19, 2022

Item Description: Consideration to approve an Annexation Agreement as submitted by the City of Springfield for properties located along Highway 21 Map# 429 Parcel# 11-15

Summary Recommendation:
According to an aerial photography provided by Effingham County GIS data, there are other contiguous properties to the parcel under the petition.

Executive Summary:
As required under state law O.C.G.A §36-36-6 upon accepting an application for annexation or a petition for annexation, the governing authority of the annexing municipality shall provide written notice to the governing authority of the county where the proposed annexation is located.

Background:
Annexation documentation was received via certified mail from the City of Springfield. This parcel identified as Map# 429 Parcel# 11-15 consisting of a total of 4.73 acres +/- (owned by Deland Properties, LLC) is located along Highway 21. This property lies within the Springfield’s water and sewer service area.

Alternatives for Commission to Consider:
1. Approve the Petition Requesting Annexation as presented by the City of Springfield.
2. Do not approve the Petition Requesting Annexation.

Recommended Alternative: Staff recommends Alternative 1

Other Alternatives: N/A  Department Review: Administration

Funding Source: No funding is required related to this request.

Attachments:
1. Petition for Annexation
2. Aerial Map (related parcels and depicting city boundary)
STATE OF GEORGIA  
)  
)  
COUNTY OF EFFINGHAM  
)

ANNEXATION AGREEMENT

This Annexation Agreement (the “Agreement”) is made effective as of the 12th day of July, 2022 by and between the Effingham County Board of Commissioners (the “County”), the City of Springfield (the “City”), Deland Properties, LLC, and Denise L. Edwards (collectively, the “Landowners”).

WITNESSETH:

WHEREAS, pursuant to Art. IX, Sec. III, Para. 1 of the Constitution of the State of Georgia, the County and the City are authorized to enter into intergovernmental agreements; and

WHEREAS, the Landowners have requested that the City annex their land pursuant to the 100% annexation method (O.C.G.A. § 36-36-20 et seq.); and

WHEREAS, the Landowners’ parcels are not entirely contiguous to the City’s existing corporate boundaries within the meaning of O.C.G.A. § 36-36-20(a); and

WHEREAS, O.C.G.A. § 36-36-20(b) provides that “[n]otwithstanding the [contiguity] limitations of subsection (a) of [§ 36-36-20], an area may be annexed by agreement between the municipal corporation and the governing body of the county in which the territory proposed to be annexed is located”; and

WHEREAS, the City desires to annex the Landowners’ land; and

WHEREAS, by annexing the Landowners’ land, the City shall undertake service obligations with regard to such land; and

WHEREAS, the County hereby consents and agrees to the City’s annexation of the Landowners’ land;

NOW, THEREFORE, for and in consideration of the foregoing recitals, the sum of Ten Dollars ($10.00) and the mutual covenants, representations, warranties, agreements, and provisions herein contained, the adequacy and sufficiency of which is hereby acknowledged under seal, the County, the City, and the Landowners hereby agree as follows:
1. **Recitals.** The foregoing recitals are material to this Agreement and are incorporated herein by reference.

2. **Agreement.** In consideration of the service obligations that the City shall undertake by annexing Landowners' land, the County, the City, and the Landowners hereby consent and agree to the annexation of Landowners' land, a more detailed description of which is attached hereto as Exhibit A, and incorporated herein by reference.

3. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of all heirs, executors, administrators, successors and assigns of the respective parties hereto. All additions or modifications to this Agreement shall only be in writing and signed by all parties and shall become an addendum to this Agreement. No verbal agreements of any kind between the parties regarding the subject matter of this Agreement shall be binding upon the parties.

4. **Governing Law.** This Agreement and all other documents or instruments delivered pursuant hereto shall be governed by and interpreted in accordance with the laws of the State of Georgia.

5. **Counterparts and Execution.** This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or by electronic mail, and the signature page of either party to any counterpart may be appended to any other counterpart. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile or electronic transmittal of this Agreement shall be deemed to be “written” and a “writing” for all purposes of this Agreement, and shall otherwise constitute an original document.

    **IN WITNESS WHEREOF,** the City of Springfield, Georgia and the Board of Commissioners of Effingham County, Georgia have caused their duly authorized officers to hereunto set their hands and affixed their respective corporate seals, and so too have the Landowners executed this Agreement, the date and year first above written.
CITY OF SPRINGFIELD

By: 
Barton A. Alderman, Mayor, City of Springfield, Georgia

ATTEST:
Jennifer Smith, City of Springfield Clerk

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: 
Wesley Corbitt, Chairman, Effingham, County Board of Commissioners

ATTEST:
Stephanie Johnson, Effingham County Clerk

LANDOWNERS

By: 
Douglas M. Edwards, Deland Properties LLC

Denise L. Edwards

This Agreement is approved as to form:

By: 
Lee Newberry, Effingham County Attorney

By: 
Benjamin M. Perkins, City Attorney, City of Springfield
EXHIBIT A - Legal Description and Map Showing Landowner's Properties

Parcels 429-11 / 429-12 / 429-13 / 429-14

Parcel 429-11: 1.03 acres  (Lot 1)
Parcel 429-12: .709 acres  (Lot 2)
Parcel 429-13: .696 acres  (Lot 3)
Parcel 429-14: .694 acres  (Lot 4)
Deed Book & Page: 2300 666-669 (Recorded July 14, 2015)
Plat Book & Page: J 369 (Recorded 9-5-1974)

Property Description:

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. district, Effingham County, Georgia, containing 4.5 acres, more or less, and being bounded on the north by lands, now or formerly of Reddick and by lands, now or formerly, of Lancaster; on the east by lands, now or formerly of Continental Can Corporation; and on the west by lands, now or formerly, of Reddick and by the eastern right-of-way of Georgia State Highway Number 21.

Express reference is hereby made to a plat of said lands made by Paul Weitman, County Surveyor, Effingham County, Georgia, dated September 5, 1974, recorded in the Surveyor’s Records of said County in Plat Record Book “J”, page 369, for better determining the metes and bounds of said land herein conveyed.

LESS AND EXCEPT 1.29 acres of said land conveyed to the Georgia Department of Transportation by order of Court recorded in Deed Book 318, page 19, aforesaid records.

ALSO, LESS AND EXCEPT, Sixteen Hundredths (.16) of an acre, more or less, of said land conveyed to R. Edward Reddick, Jr. and Marian B. Reddick by deed recorded in deed book 420, page 5, aforesaid records.

Property is also known and designated as Lot 1, Lot 2, Lot 3, and Lot 4, that is shown and more particularly described by the plat of survey entitled “Re-combination of an existing subdivision due to Widening of Highway”, dated June 1999, filed with the Effingham County Georgia Tax Assessors office, which is incorporated into this description by specific reference thereto. See Exhibit “A” attached hereto and made a part thereof.

Said parcels of land have a property identification numbers of 4290-011, 4290-012, 4290-013, and 4290-014.
PLAT J-369:

State of Georgia
Effingham County

Plat of
One acre in 9th G.M. District, surveyed and plat
drawn for Edward R. Reddick, Jr.
Scale 100 Ft. Pr. Inch.  September 1, 1974.

COUNTY SURVEYOR

State of Georgia
Effingham County

Plat of
Four acres of land in 9th G.M. District, part-
ly surveyed and plat compiled from records of
a former survey. Done for Drexel Equipment
Rental Inc.

COUNTY SURVEYOR
Parcel 429-15

Acreage: .73
Deed Book & Page: 2680 374-375 (Recorded 4-14-2021)

Property Description:

ALL that certain lot or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing Sixteen Hundredths (0.16) of an acre, more or less, and being known and designated as Parcel "B" as shown on the plat thereof hereinafter referred to. Said parcel of land is triangular in shape and is bounded on the North by lands of Faye W. Lancaster a distance of 148.91 feet; on the Southeast by lands of Joanne P. Carter a distance of 175.53 feet, and on the West by lands of Reddick known as Parcel "A" as shown on the plat thereof hereinafter referred to.

Express reference is hereby made to a plat of said lands made by Paul D. Wilder, R.L.S. #1559, dated October 17, 1996, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "A", Slide 365E, for better determining the metes and bounds of said lands herein conveyed.

Said property having been conveyed by Deed from Joanne P. Carter to R. Edward Reddick, Jr. and Marian B. Reddick by Deed dated October 22, 1996 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 420, Page 5.

ALSO, ALL that certain parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing One (1) acre, more or less, and being bounded on the North by lands now or formerly of Lancaster; on the East and Southeast by lands now or formerly of Drexel Rental now known as Deland Properties, LLC and on the West-Southwest by Georgia State Highway 21.

Express reference is hereby made to the plat of said lands made by Paul Weitman, County Surveyor, dated September 4, 1974 and recorded in the Surveyor's Records in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book J, Page 369, for better determining the metes and bounds of said lands herein conveyed.

This being a portion of the property conveyed by Deed from Alonzo F. Alderman to R. Edward Reddick, Jr. and Marian B. Reddick by Deed dated February 3, 1968 and recorded in said Clerk's Office in Deed Book 144, Page 271.

LESS AND EXCEPT: .417 acres of said lands conveyed by Right of way Deed from R. Edward Reddick, Jr. and Marian B. Reddick to The Department of Transportation by Deed dated May 27, 1993 and recorded in said Clerk's Office in Deed Book 333, Pages 212-213.
PLAT A365 – E2:

Item XI. 23.

PURSUANT TO O.C.G.A. SECTION 15-6-67, I CERTIFY THAT THIS PLAT DOES NOT REQUIRE APPROVAL OF EFFINGHAM COUNTY PLANNING COMMISSION.

PARCEL A - 0.57 ACRE, EXISTING PROPERTY OF EDWARD REDDICK, JR.
PARCEL B - 0.16 ACRE, PROPERTY OF JOANNE CARTER TO BE ADDED TO PARCEL A.
TOTAL = 0.73 ACRE = 31,796 S.F.

REFERENCE:
SURVEYOR’S RECORD J, PAGE 369
PLAT BOOK 9, PAGE 22

RECOMBINATION OF PROPERTY OF EDWARD R. REDDICK, JR. WITH 0.16 ACRE PORTION OF PROPERTY OF JOANNE P. CARTER

LOCATION: G.M.O. 9
EFFINGHAM COUNTY, GEORGIA
SCALE: 1 INCH = 100 FEET
DATE: OCT. 17, 1996
FILE NO. 4565

WILDER SURVEYING & MAPPING
(912) 826-5412, PO BOX 359 RINCON, GA 31326
Parcel 429A-1 / Parcel 429A-2

429A-01: 9.00 Acres (Lot 1)
429A-02: 11.29 acres (Lot 2)
Deed Book & Page: 2230 107-109 (Recorded 1/31/2014)
Plat Book & Page: A335 F (Recorded 11/13/1995)

Property Description:

ALL that certain lot, tract, or parcel of land situate, lying, and being in the 9th G.M.
District of Effingham County, Georgia, shown and designated as Lot One (1) on that
certain plat prepared by Paul D. Wilder, Georgia Registered Land Surveyor No. 1559,
dated July 31, 1995, and recorded in the Office of the Clerk of the Superior Court of
Effingham County, Georgia, in Plat Cabinet A, Slide 335-F, said plat being
incorporated herein by reference and being made a part hereof for better determining
the metes, bounds, courses, and distances of the subject property which is shown
therein to be bounded as follows: On the North by Lot Two (2); on the East by a
sixty (60') foot wide street right-of-way; on the South by an eighty (80') foot wide
right-of-way known as Georgia Highway No. 275 and lands now or formerly of Betty
Graham; and on the West by lands now or formerly of Joanne P. Carter.

LESS AND EXCEPT any portion of said Lot One (1) required by the Georgia
Department of Transportation, if any, for the widening of Georgia Highway No. 21
and/or Georgia Highway No. 275.

ALSO, ALL that certain lot, tract, or parcel of land situate, lying, and being in the 9th
G.M. District of Effingham County, Georgia, shown and designated as Lot Two (2),
containing 11.29 acres, more or less, on that certain plat prepared by Paul D. Wilder,
Georgia Registered Land Surveyor No. 1559, dated July 31, 1995, and recorded in
the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat
Cabinet A, Slide 335-F, said plat being incorporated herein by reference and being
made a part hereof for better determining the metes, bounds, courses, and distances
of the subject property which is shown therein to be bounded as follows: On the
North by Lot Three (3); on the East by an eighty (80') foot wide street right-of-way;
on the South by Lot One (1); and on the West by lands now or formerly of Joanne P.
Carter.
Proposed Parcel Annexation
Staff Report

Subject: City of Springfield Annexation Agreement - Map# 429A Parcel# 14, 14A
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: July 19, 2022
Item Description: Consideration to approve an Annexation Agreement as submitted by the City of Springfield for properties located along Ebenezer Road (Hwy 275) Map# 429A Parcel# 14, 14A

Summary Recommendation:
According to an aerial photography provided by Effingham County GIS data, there are other contiguous properties to the parcel under the petition.

Executive Summary:
As required under state law O.C.G.A §36-36-6 upon accepting an application for annexation or a petition for annexation, the governing authority of the annexing municipality shall provide written notice to the governing authority of the county where the proposed annexation is located.

Background:
Annexation documentation was received via certified mail from the City of Springfield. This parcel identified as Map# 429A Parcel# 14, 14A consisting of a total of 17.03 acres (owned by Deland Properties, LLC) is located along Ebenezer Road. This property lies within the Springfield’s water and sewer service area.

Alternatives for Commission to Consider:
1. Approve the Petition Requesting Annexation as presented by the City of Springfield.
2. Do not approve the Petition Requesting Annexation.

Recommended Alternative: Staff recommends Alternative 1

Other Alternatives: N/A  Department Review: Administration

Funding Source: No funding is required related to this request.

Attachments:
1. Petition for Annexation
2. Aerial Map (related parcels and depicting city boundary)
STATE OF GEORGIA  
COUNTY OF EFFINGHAM  

ANNEXATION AGREEMENT

This Annexation Agreement (the “Agreement”) is made effective as of the 12th day of July, 2022 by and between the Effingham County Board of Commissioners (the “County”), the City of Springfield (the “City”), and DeLand Properties, LLC (the “Landowner”).

WITNESSETH:

WHEREAS, pursuant to Art. IX, Sec. III, Para. 1 of the Constitution of the State of Georgia, the County and the City are authorized to enter into intergovernmental agreements; and

WHEREAS, the Landowner has requested that the City annex (his/her/its) land pursuant to the 100% annexation method (O.C.G.A. § 36-36-20 et seq.); and

WHEREAS, the Landowner’s land is not contiguous to the City’s existing corporate boundaries within the meaning of O.C.G.A. § 36-36-20(a); and

WHEREAS, O.C.G.A. § 36-36-20(b) provides that “[n]otwithstanding the [contiguity] limitations of subsection (a) of §§ 36-36-20, an area may be annexed by agreement between the municipal corporation and the governing body of the county in which the territory proposed to be annexed is located”; and

WHEREAS, the City desires to annex the Landowner’s land; and

WHEREAS, by annexing the Landowner’s land, the City shall undertake service obligations with regard to such land; and

WHEREAS, the County hereby consents and agrees to the City’s annexation of the Landowner’s land:

NOW, THEREFORE, for and in consideration of the foregoing recitals, the sum of Ten Dollars ($10.00) and the mutual covenants, representations, warranties, agreements, and provisions herein contained, the adequacy and sufficiency of which is hereby acknowledged under seal, the County, the City, and the Landowner hereby agree as follows:

1. Recitals. The foregoing recitals are material to this Agreement and are
incorporated herein by reference.

2. **Agreement.** In consideration of the service obligations that the City shall undertake by annexing Landowner's land, the County, the City, and the Landowner hereby consent and agree to the annexation of Landowner's land, a more detailed description of which is attached hereto as Exhibit A, and incorporated herein by reference.

3. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of all heirs, executors, administrators, successors and assigns of the respective parties hereto. All additions or modifications to this Agreement shall only be in writing and signed by all parties and shall become an addendum to this Agreement. No verbal agreements of any kind between the parties regarding the subject matter of this Agreement shall be binding upon the parties.

4. **Governing Law.** This Agreement and all other documents or instruments delivered pursuant hereto shall be governed by and interpreted in accordance with the laws of the State of Georgia.

5. **Counterparts and Execution.** This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or by electronic mail, and the signature page of either party to any counterpart may be appended to any other counterpart. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile or electronic transmittal of this Agreement shall be deemed to be “written” and a “writing” for all purposes of this Agreement, and shall otherwise constitute an original document.

**IN WITNESS WHEREOF,** the City of Springfield, Georgia and the Board of Commissioners of Effingham County, Georgia have caused their duly authorized officers to hereunto set their hands and affixed their respective corporate seals, and so too has Landowner executed this Agreement, the date and year first above written.
CITY OF SPRINGFIELD

By: Barton A. Alderman (SEAL)
   Barton A. Alderman, Mayor, City of Springfield, Georgia

ATTEST: Jennifer Y. Smith
         Jennifer Smith, City of Springfield Clerk

EFFINGHAM COUNTY
BOARD OF COMMISSIONERS

By: ___________________________________________ (SEAL)
   Wesley Corbitt, Chairman, Effingham, County Board of Commissioners

ATTEST: _______________________________________
         Stephanie Johnson, Effingham County Clerk

LANDOWNER

By: ___________________________________________
   Douglas M. Edwards, Deland Properties LLC

This Agreement is approved as to form:

By: _________________________________________
   Lee Newberry, Effingham County Attorney

By: _________________________________________
   Benjamin M. Perkins, City Attorney, City of Springfield
EXHIBIT A - Legal Description and Map Showing Landowner’s Properties

Parcel 429A-14

Acreage: 4.73
Deed Book & Page: 2189, 934-936 (Recorded 4-26-2013)
Plat Book & Page: B58 F2 (Recorded 7-14-1999)

Legal Description:
All that certain lot, tract or parcel of land situate, lying, and being in the 9th G. M. District of Effingham County, Georgia, containing 4.73 acres, more or less, shown and designated a Parcel A on a plat prepared by Paul D. Wilder, Georgia Registered Land Surveyor No. 1559, dated April 27, 1999, entitle “Division of Tract 14 of the Development Authority of Effingham County,” and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 58-F, said plat being incorporated herein by reference and made a part hereof for better determining the metes, bounds, course and distances of the subject property.

Together with a sixty (60’) foot wide non-exclusive ingress/egress easement to benefit the above-described property as shown on the above-mentioned plat.

The above-described property is the same property conveyed by RPC, Inc., to Effingham County Industrial Development Authority pursuant to that certain Limited Warranty Deed dated January 1, 2001, filed for record and recorded on June 14, 2001, in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Deed Book 721, Page 176.

The above-described property and the improvements thereon are more commonly known as 121 Entrepreneur Way, Rincon Georgia 31329, which has been assigned a tax parcel number of 0429A014 by the Tax Assessor of Effingham Country Georgia.
Parcel 429A-14A

Acreage: 12.30
Deed Book & Page: 2624 350-351 (Recorded 9-18-2020)
Plat Book & Page: C161 F (Recorded 4-27-2007)

Legal Description:
All that certain lot, tract or parcel of land situate, lying, and being in the 9th G. M. District of Effingham County, Georgia, containing Twelve and Three Tenth (12.3) acres, more or less, as shown and more particularly described on the certain map or plat made by Jon A. Dotson, R.L.S. #2500, dated February 21, 2007 and recorded in Plat Cabinet “C”, Slide 161-F, in the records of the Clerk of the Superior Court of Effingham Country, Georgia., For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

Together and Included Herewith, is a perpetual non-exclusive right-of-way easement for road and utility purposes for ingress and egress over and across that certain 60-foot wide road right of way (also known as Entrepreneur Way) extending from Georgia Hwy No. 275 to the above-described property, as shown on aforesaid plat.

This being the same property conveyed by warranty deed from Effingham County Industrial Development Authority to P&E Investment Properties, LLC dated April 25, 2007 and recorded in said Clerk’s Office in Deed Book 1618, Page 150.
Proposed Parcel Annexation
Staff Report

Subject: City of Rincon Annexation - Map# 475 Parcel# 58
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: July 19, 2022
Item Description: Consideration to approve a petition requesting Annexation as submitted by the City of Rincon for properties located along Old Augusta Road Map# 475 Parcel# 58

Summary Recommendation:
According to an aerial photography provided by Effingham County GIS data, there are other contiguous properties to the parcel under the petition.

Executive Summary:
As required under state law O.C.G.A §36-36-6 upon accepting an application for annexation or a petition for annexation, the governing authority of the annexing municipality shall provide written notice to the governing authority of the county where the proposed annexation is located.

Background:
Annexation documentation was received via certified mail from the City of Rincon, dated June 17, 2022. This parcel identified as Map# 475 Parcel# 58 consisting of 388.21 acres (owned by Mill Creek Hunting Preserve) is located along Old Augusta Road South.

1. This property lies within the Rincon water and sewer service area.
2. The parcel is currently zoned B-3. The proposed zoning for the 175.024 acres is LN (Limited Industrial) zoning classification and the remaining 213.121 acres +/- is to be zoned GA (General Agricultural).

Alternatives for Commission to Consider:
1. Approve the Petition Requesting Annexation as presented by the City of Rincon.
2. Do not approve the Petition Requesting Annexation.

Recommended Alternative: Staff recommends Alternative 1

Other Alternatives: N/A    Department Review: Administration

Funding Source: No funding is required related to this request.

Attachments:
1. Petition for Annexation
2. Aerial Map (related parcels and depicting city boundary)
June 17, 2022

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

Via Certified U.S. Mail # 7008 1140 0000 4290 9373

Re: Annexation of Property owned by:

Mill Creek Hunting Preserve, Inc., 388.21 acres, (Map # 04750058)

Dear Commissioners:

Please be advised that the City of Rincon, Georgia, by the authority vested in the Mayor and the Council of the City of Rincon, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

On June 13, 2022, the City of Rincon, Georgia, voted to accept a petition for annexation of the above listed property.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Rincon, in accordance with O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9 and within seven (7) calendar days of the filing of an application for zoning pursuant to O.C.G.A. § 36-36-11. All properties to be annexed are contiguous with the current incorporated limits of the City of Rincon, Georgia.

The legal description of the property is as follows:

Please see Exhibit “A” attached hereto and Exhibit “B” attached hereto. Both Exhibit “A” and Exhibit “B” are hereby incorporated herein and made a part hereof.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Rincon, in writing and by certified mail, return receipt requested, of any
county facilities or property located within the property to be annexed, within five (5) business days of the receipt of this letter.

Pursuant to O.C.G.A. § 36-36-11 a public hearing on zoning of the property to be annexed will be held. If the county has an objection under O.C.G.A. § 36-36-11 or under Article 7 of the same title and chapter, in accordance with the objection and resolution process for these statutes, you must notify Kenneth Lee, Mayor of the City of Rincon, within seven (7) calendar days of the receipt of this notice or the time frames listed under Article 7 of the same title and chapter.

Further, pursuant to O.C.G.A. § 36-36-111, the current zoning of this tract (388.21 acres) of land in the County is B-3 Highway Commercial and the current land use of the property is timberland. The proposed zoning in Rincon for 175.024 acres as described on Exhibit “A” when annexed will be LN (Light Industrial) and the intended land use will be light industrial. In addition, the subject property is located adjacent to property owned by the Effingham County Industrial Authority. The proposed zoning in Rincon for the remaining 213.121 acres as described on Exhibit “B” when annexed will be GA (General Agricultural) and the intended land use will be agricultural.

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

Thanking you, I remain...

Sincerely,

J. Raymond Dickey
Attorney for the City of Rincon

JRD/jdj
Enclosures as noted.
EXHIBIT "A"

Legal Description of 388.21 Acres to be Annexed into City of Rincon

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 9TH G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA, CONTAINING 388.21 ACRES, MORE OR LESS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT FOUND ON THE EASTERN SIDE OF OLD AUGUSTA ROAD, AT THE INTERSECTION OF PROPERTY HEREIN DESCRIBED AND PROPERTY, NOW OR FORMERLY, OF LEILA T. POYTHRESS, WHICH SHALL BE THE POINT OF BEGINNING, AND THEN PROCEEDING ALONG THE EASTERN RIGHT OF WAY OF THE 80 FOOT RIGHT OF WAY KNOWN AS OLD AUGUSTA ROAD (COUNTY ROAD # 133) FROM SAID POINT OF BEGINNING NORTH 5° 23' 2" WEST FOR A DISTANCE OF 756.35 FEET TO A 5/8" REBAR SET, THENCE NORTH 2° 18' 9" EAST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 99.20 FEET TO A 5/8 REBAR SET LOCATED AT THE INTERSECTION OF THE EASTERN RIGHT OF WAY OF THE 80 FOOT RIGHT OF WAY OF OLD AUGUSTA ROAD (COUNTY ROAD #133), THE WESTERN BOUNDARY OF PROPERTY HEREIN DESCRIBED AND THE EASTERN BOUNDARY OF PROPERTY, NOW OR FORMERLY, OF ELIZABETH BLAKE OSGOOD, THENCE, LEAVING THE EASTERN RIGHT OF WAY OF THE OLD AUGUSTA ROAD (COUNTY ROAD #133), THENCE RUNNING CONCURRENTLY WITH THE EASTERN BOUNDARY LINE OF PROPERTY, NOW OR FORMERLY, OF ELIZABETH BLAKE AND THE WESTERN BOUNDARY OF PROPERTY HEREIN DESCRIBED, NORTH 57° 10' 32" EAST FOR A DISTANCE OF 227.19 FEET A 5/8 REBAR FOUND, THENCE RUNNING CONCURRENTLY WITH THE WESTERN BOUNDARY OF ELIZABETH BLAKE OSGOOD AND DEBORAH V NED AND THE EASTERN BOUNDARY OF THE PROPERTY HEREIN CONVEYED, NORTH 59° 22' 17" EAST FOR A DISTANCE OF 724.69 FEET TO A 5/8" REBAR FOUND, THENCE RUNNING NORTH 80° 5' 15" EAST CONCURRENTLY WITH THE SOUTHERN BOUNDARY LINE OF DEBORAH V. NED AND ELIZABETH BLAKE OSGOOD FOR A DISTANCE OF 191.38 FEET TO A 5/8 PIECE OF REBAR, THENCE RUNNING ON THE CONCURRENT BOUNDARY OF LANDS HEREIN DESCRIBED AND THE WESTERN BOUNDARY OF LANDS, NOW OR FORMERLY OF ELIZABETH BLAKE OSGOOD, NORTH 1° 46' 59" WEST FOR A DISTANCE OF 482.44 FEET TO A CONCRETE MONUMENT FOUND, THENCE RUNNING CONCURRENTLY WITH THE SOUTHERN BOUNDARY LINE OF LANDS, NOW OR FORMERLY OF OLD AUGUSTA GROUP, INC (NOW EFFINGHAM COUNTY OR ITS SUCCESSORS) NORTH 49° 33' 32" EAST ALONG THE NORTHERN BOUNDARY OF PROPERTY HEREIN DESCRIBED FOR A DISTANCE OF 2984.88 FEET TO A CONCRETE MONUMENT FOUND, THENCE CONTINUING ALONG SUCH BOUNDARY LINE SOUTH 41° 47' 22" EAST FOR A DISTANCE OF 244.81 TO A 1" PIPE, THENCE NORTH 27° 11' 00" EAST ALONG TIE LINE FOR A DISTANCE OF 674.92 FEET TO A POINT, THENCE NORTH 5° 00' 3" EAST ALONG TIE LINE FOR A DISTANCE OF 921.31 FEET TO A POINT, THENCE NORTH 48° 21' 38" WEST ALONG THE TIE LINE FOR A DISTANCE OF 684.23 FEET TO A POINT, THENCE NORTH 33° 20' 31" WEST ALONG THE TIE LINE FOR A DISTANCE OF 539.97 FEET TO A POINT, THENCE NORTH 00° 58' 00" EAST ALONG THE TIE LINE FOR A DISTANCE OF 203.61 FEET TO A CONCRETE MONUMENT FOUND, THENCE CONTINUING CONCURRENTLY WITH THE SOUTHERN BOUNDARY OF LANDS, NOW OR FORMERLY OF THE UNITED STATES OF AMERICA AND THE NORTHERN BOUNDARY OF LANDS HEREIN DESCRIBED, SOUTH 48° 30' 19" EAST FOR A DISTANCE OF 232.55 FEET TO A 2" PIPE FOUND, THENCE SOUTH 45° 23' 20" EAST FOR A DISTANCE OF 1381.73 FEET TO A 2" PIPE FOUND, THENCE SOUTH 42° 19' 28" EAST FOR A DISTANCE OF 297.79 FEET TO A 2" PIPE FOUND, THENCE SOUTH 45° 43' 20" EAST FOR A DISTANCE OF 371.66 FEET TO A 2" PIPE FOUND, THENCE SOUTH 44° 3' 26" EAST FOR A DISTANCE OF 325.50 FEET TO A 2" PIPE FOUND, THENCE SOUTH 45° 24' 23"...
EAST FOR A DISTANCE OF 1164.58 FEET TO A 2" PIPE FOUND, THENCE SOUTH 46° 57' 7" EAST FOR A DISTANCE OF 338.06 FEET TO A CONCRETE MONUMENT FOUND, THENCE SOUTH 22° 58' 28" EAST FOR A DISTANCE OF 1149.57 FEET TO A 2" PIPE FOUND, THENCE SOUTH 23° 23' 6" EAST FOR A DISTANCE OF 1328.39 FEET TO A CONCRETE MONUMENT FOUND, THENCE NORTH 58° 3' 46" WEST FOR A DISTANCE OF 1642.77 FEET TO A CONCRETE MONUMENT FOUND, THENCE SOUTH 8° 1' 5" EAST FOR A DISTANCE OF 587.25 FEET TO A POINT (TIE LINE), THEN SOUTH 44° 13' 31" WEST ALONG THE TIE LINE FOR A DISTANCE OF 498.59 FEET TO A POINT (TIE LINE), THENCE SOUTH 56° 26' 25" WEST ALONG THE TIE LINE FOR A DISTANCE OF 624.24 FEET TO A POINT, THENCE SOUTH 51° 32' 20" WEST ALONG THE TIE LINE FOR A DISTANCE OF 616.29 FEET TO A POINT, THENCE SOUTH 70° 22' 30" WEST ALONG THE TIE LINE FOR A DISTANCE OF 650.61 FEET TO A CONCRETE MONUMENT FOUND, THENCE NORTH 58° 36' 44" WEST FOR A DISTANCE OF 766.79 FEET TO A 5/8 PIECE OF REBAR, THENCE SOUTH 81° 58' 25" WEST FOR A DISTANCE OF 605.54 FEET TO A 5/8 REBAR FOUND LOCATED AT THE INTERSECTION OF THE NORTHERN PROPERTY LINE, NOW OR FORMERLY, OF BRADLEY, AND THE SOUTHERN BOUNDARY OF PROPERTIES HEREFOR DESCRIBED, THENCE SOUTH 81° 1' 27" WEST ALONG THE BOUNDARY LINE BETWEEN PROPERTIES HEREFOR DESCRIBED AND LANDS NOW OR FORMERLY OF JOHN M. POYTHRESS FOR A DISTANCE OF 809.05 FEET TO A 5/8 REBAR FOUND, THENCE EXTENDING SOUTH 82° 20' 22" WEST FOR A DISTANCE OF 661.18 FEET TO A CONCRETE MONUMENT FOUND LOCATED AT THE INTERSECTION OF THE WESTERN PROPERTY LINE OF PROPERTY NOW OF FORMERLY OF JOHN M. POYTHRESS, THE EASTERN PROPERTY LINE OF LANDS, NOW OR FORMERLY, OF CHARLES DICKEY, AND THE SOUTHERN BOUNDARY OF PROPERTIES HEREFOR DESCRIBED, THENCE EXTENDING SOUTH 81° 52' 10" WEST ALONG THE BOUNDARY OF LANDS, NOW OR FORMERLY, CHARLES DICKEY AND PROPERTY HEREFOR DESCRIBED, FOR A DISTANCE OF 119.96 FEET TO A 5/8 PIECE OF REBAR, THENCE EXTENDING SOUTH 81° 56' 48" WEST ALONG THE BOUNDARY OF LANDS HEREFOR DESCRIBED AND PROPERTY, NOW OR FORMERLY, OF LEILA T. POYTHRESS, FOR A DISTANCE OF 27.99 FEET TO A 5/8 PIECE OF REBAR, THENCE SOUTH 81° 53' 0" WEST FOR A DISTANCE OF 271.07 FEET TO A 1" PIPE FOUND, THENCE SOUTH 83° 1' 27" WEST FOR A DISTANCE OF 126.28 FEET TO A PIECE OF IRON FOUND, THENCE SOUTH 83° 52' 43" WEST TO THE CONCRETE MONUMENT FOUND WHICH SHALL BE THE POINT OF BEGINNING. SAID LAND IS BOUNDED NOW OR FORMERLY AS FOLLOWS: ON THE WEST BY OLD AUGUSTA ROAD, ON THE NORTHWEST BY LANDS OF OLD AUGUSTA GROUP, INC. (NOW EFFINGHAM COUNTY OR ITS' SUCCESSORS), ON THE NORTHEAST AND SOUTHEAST BY LANDS OF THE UNITED STATES OF AMERICA FISH & WILDLIFE, ON THE SOUTH BY LANDS OF WILLIAM B. BRADLEY, JOHN M. POYTHRESS, CHARLES DICKEY, AND LEILA T. POYTHRESS, FOR A MORE PARTICULAR DESCRIPTION, REFERENCE IS MADE TO PLAT OF SURVEY BY MICHAEL L. STONE, SURVEYOR, DATED AUGUST 18, 2006 AND RECORDED IN PLAT BOOK C, PAGE 163, EFFINGHAM COUNTY RECORDS.

THE SAME BEING A PORTION OF THOSE CERTAIN TRACTS CONVEYED BY JESSE W. EXLEY TO MILL CREEK HUNTING PRESERVE, INC. AS EVIDENCED BY THAT CERTAIN QUITCLAIM DEED DATED SEPTEMBER 21, 1992 AND RECORDED IN DEED BOOK 454, PAGE 70, AFORESAID RECORDS.
EXHIBIT "A-1"

Legal Description Tract 1 - being a portion of 388.21 acres

ALL THAT CERTAIN TRACT OF LAND KNOWN AS TRACT 1, A MINOR SUBDIVISION OF A PORTION OF THE MILL CREEK HUNTING PRESERVE INC., LODGE TRACT, 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA, RECORDED IN PLAT BOOK C163, PAGES A-C, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


S22°31'50"E A DISTANCE OF 396.53' TO A POINT, N77°32'55"E A DISTANCE OF 232.29' TO A POINT S18°45'34"E A DISTANCE OF 367.55' TO A POINT, S67°01'42"W A DISTANCE OF 390.04' TO A POINT, S41°14'32"W A DISTANCE OF 283.86' TO A POINT. S6°04'11"E A DISTANCE OF 97.57' TO A POINT, N63°29'46"E A DISTANCE OF 233.46' TO A POINT, N60°12'23"E A DISTANCE OF 245.41' TO A POINT, S16°50'11"W A DISTANCE OF 152.87' TO A POINT, S6°05'36"E A DISTANCE OF 381.53' TO A POINT, S18°12'06"W A DISTANCE OF 185.41' TO A POINT, S47°01'19"W A DISTANCE OF 486.74' TO A POINT, S0°56'02"E A DISTANCE OF 318.85' TO A POINT, S25°50'31"E A DISTANCE OF 699.99' TO A POINT, S71°58'00"E A DISTANCE OF 562.59' TO A POINT, S22°31'28"W A DISTANCE OF 305.39' TO A POINT, S93°35'17"W A DISTANCE OF 505.36' TO A CONCRETE MONUMENT, THENCE ALONG THE NORTHERN PROPERTY LINES OF A 52 ACRE PARCEL (PLAT BOOK H, PAGE 55) THE FOLLOWING COURSES AND DISTANCES; N58°36'31"W A DISTANCE OF 766.79' TO A POINT, S81°58'48"W A DISTANCE OF 605.54' TO A POINT, THENCE ALONG THE NORTHERN PROPERTY LINE OF A 40.57 ACRE PARCEL, PLAT BOOK 4, PAGE 150 (NOW OR FORMERLY DOUGLAS AND CYNTHIA SMITH) THE FOLLOWING COURSES AND DISTANCES, S81°01'40"W A DISTANCE OF 809.05' TO A POINT, S82°20'35"W A DISTANCE OF 661.18' TO A CONCRETE MONUMENT, THENCE ALONG THE NORTHERN PROPERTY LINE OF A 1.13 ACRE PARCEL, PLAT BOOK 7, PAGE 27 (NOW OR FORMERLY CHARLES AND LOUISE DICKEY) THE FOLLOWING COURSES AND DISTANCES; S81°52'23"W A DISTANCE OF 119.96' TO AN IRON ROD, S81°57'01"W A DISTANCE OF 27.99' TO AN IRON ROD, THENCE ALONG THE NORTHERN PROPERTY LINE OF A 1.81 ACRE PORTION OF THE LEILA TAYLOR ESTATE, PLAT BOOK C32, PAGE A1 (NOW OR FORMERLY LAWRENCE L. SCHUMAN) S81°53'13"W A DISTANCE OF 271.07' TO AN IRON PIPE, THENCE
ALONG THE NORTHERN PROPERTY LINE OF A 5.343 ACRE PARCEL, PLAT BOOK 13, PAGE 88 (NOW OR FORMERLY HOWARD A. WILLIAMS) THE FOLLOWING COURSES AND DISTANCES, S83°01'40"W A DISTANCE OF 126.28' TO A POINT, S83°52'56"W A DISTANCE OF 241.06' TO A POINT, THENCE ALONG THE EASTERN RIGHT-OF-WAY OF OLD AUGUSTA ROAD WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 756.35' A RADIUS OF 2824.79', A CHORD BEARING N5°22'49"W, AND A CHORD LENGTH OF 754.09' TO A POINT, THENCE CONTINUING ALONG THE EASTERN RIGHT-OF-WAY OF OLD AUGUSTA ROAD N2°18'22"E A DISTANCE OF 99.10' TO THE POINT OF BEGINNING; AND CONTAINING 175.024 ACRES OR 7,624,030 SQUARE FEET.
EXHIBIT "B"

Preliminary Plat

Petitioner reserves the right to substitute final plat prior to final zoning approval

***PLAT ON FOLLOWING PAGE***
STATE OF GEORGIA  )
   )
COUNTY OF EFFINGHAM  )

PETITION FOR ANNEXATION

May 17, 2022

To the Mayor and City Council of the City of Rincon,
Georgia:

1. I, William Exley, Chief Executive Officer of MILL CREEK HUNTING PRESERVE, INC., being the sole owner of one hundred (100%) percent of any and all interests of any nature, in and to the real property within the territory described herein, by and through my undersigned counsel, do respectfully request that the Mayor and City Council of Rincon, Georgia, annex the territory described below into the City of Rincon, Georgia, and extend the city boundaries to include the same pursuant to the provisions of this petition.

2. The territory to be annexed is unincorporated and contiguous (as defined in O.C.G.A. §36-36-20) to the existing corporate limits of Rincon, Georgia, and the description of such territory is as follows:

   See attached Exhibit “A”

3. The tract is currently zoned B-3 – Highway Commercial. It is requested that this territory to be annexed shall be zoned, pursuant to the rezoning petition filed contemporaneous herewith, this petition being conditioned upon such rezoning, as follows:

   • 175.024 acres +/- as described more specifically on Exhibit “A-1” and also designated as “Tract 1” on the Preliminary Plat attached hereto as Exhibit “B” and as further
shown on the Preliminary Conceptual Plan attached hereto as Exhibit “C” to be zoned Limited Industrial (LN). \\

- 213.121 acres +/- as designated as “Tract 2” on the Preliminary Plat attached hereto as Exhibit “B” to be zoned General Agricultural (GA). The same being the remainder of the territory to be annexed less and except Tract 1 as stated above.

Respectfully submitted this 17th day of May, 2022.

THE RATCHFORD FIRM

Lexye L. Shoelery, Esq.
Georgia Bar No.: 320260

Attorney for Petitioner
P. O. Box 1039
Springfield, Georgia 31329
Tel: (912) 754-7800
Fax: (912) 754-7841
Email: lexye@werlaw.com

Accepted this ___ day of May, 2022, for processing purposes alone.

CITY OF RINCON, GEORGIA

BY: ____________________________
    Dulcia King, CITY CLERK

Received and approved, this ___ day of May, 2022, for processing purposes alone.

CITY OF RINCON, GEORGIA

BY: ____________________________
    Ken Lee, MAYOR
Reese Brower, City Council

Michelle Taylor, City Council

Jesse Blackwell, Jr., City Council

Damon Rahn, City Council

Levi Scott, City Council

Patrick Kirkland, City Council
<table>
<thead>
<tr>
<th>Parcel ID</th>
<th>04750058</th>
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<tbody>
<tr>
<td>Class Code</td>
<td>Agricultural</td>
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<tr>
<td>Taxing District</td>
<td>County</td>
</tr>
<tr>
<td>Acres</td>
<td>388.21</td>
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</table>

**Owner**

MILL CREEK HUNTING PRESERVE INC
P O BOX 131
RINCON, GA 31326
923 S OLD AUGUSTA RD

**Last 2 Sales**

<table>
<thead>
<tr>
<th>Date</th>
<th>Price</th>
<th>Reason</th>
<th>Qual</th>
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<tbody>
<tr>
<td>9/21/1992</td>
<td>$161,900</td>
<td>UV</td>
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<tr>
<td>n/a</td>
<td>0</td>
<td>n/a</td>
<td>n/a</td>
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</table>

**Assessed Value** Value $109,1726

(Note: Not to be used on legal documents)

Date created: 6/17/2022
Last Data Uploaded: 6/17/2022 12:52:10 AM

Developed by Schneider Geospatal
Assessment Appeals Process
Would you like to submit an appeal to the Board of Assessors? Click here for more information.

Homestead Application
Please wait to apply for homestead until your name appears under the "Owner" section below.

Assessment Notice
2022 Assessment Notice (PDF)
2021 Assessment Notice (PDF)
2020 Assessment Notice (PDF)

Summary
Parcel Number 04750038
Location Address 923 S OLD AUGUSTA RD
Legal Description 388.21 AC (SPLIT 189-C0-D-E-F)
(Note: Not to be used on legal documents)
Class A5-Agricultural
(Note: This is for tax purposes only, Not to be used for zoning.)
Zoning B-3
Tax District 01-County (District 01)
Millage Rate 28.747
Acres 388.21
Neighborhood 04750; LAND: 00000 / BLDG: 00000 (001550)
Homestead Exemption No (00)
Landlot/District N/A

Owner
MILL CREEK HUNTING PRESERVE INC.
P.O. BOX 131
RINCON, GA 31326

Rural Land
<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Calculation Method</th>
<th>Soil Productivity</th>
<th>Acres</th>
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<tr>
<td>RUR</td>
<td>Open Land</td>
<td>Rural</td>
<td>3</td>
<td>7.97</td>
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<td>RUR</td>
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<td>9</td>
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</table>

Residential Improvement Information
Style One Family
Heated Square Feet 2173
Interior Walls Sheetrock
Exterior Walls Wood Siding
Foundation Pilons
Attic Square Feet 0
Basement Square Feet 0
Year Built 2005
Roof Type Fiberglass Panels
Flooring Type Oak
Heating Type Cent Heat / AC
Number Of Rooms 0
Number Of Bedrooms 0
Number Of Full Bathrooms 2
Number Of Half Bathrooms 0
Number Of Plumbing Extras 5
Value $206,064
Condition Average
Fireplaces/Appliances Const 1 sty 1 Box 1
House Address 923 OLD AUGUSTA
### Accessory Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Year Built</th>
<th>Dimensions/Units</th>
<th>Identical Units</th>
<th>Value</th>
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<tr>
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<td>2020</td>
<td>0x0 / 1</td>
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<td>SANITATION - REGULAR</td>
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<tr>
<td>FIRE FEE-RES</td>
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<td>UTILITY BUILDING, FINISHED</td>
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<td>14x32 / 0</td>
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<td>DOG KENNEL, INCL. FLOOR &amp; FENC</td>
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### Sales

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<th>Sale Date</th>
<th>Deed Book / Page</th>
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<th>Grantee</th>
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<td>C163 A</td>
<td>$1,619,000</td>
<td>Unqualified - Vacant</td>
<td>MILL CREEK HUNTING</td>
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### Valuation

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<tr>
<th></th>
<th>2022</th>
<th>2021</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
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<tbody>
<tr>
<td>Previous Value</td>
<td>$1,084,072</td>
<td>$1,072,857</td>
<td>$1,220,082</td>
<td>$689,506</td>
<td>$682,098</td>
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<tr>
<td>Land Value</td>
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<td>$834,291</td>
<td>$834,291</td>
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<td>$190,410</td>
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<td>$51,371</td>
<td>$51,371</td>
<td>$51,371</td>
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<tr>
<td>Current Value</td>
<td>$1,091,726</td>
<td>$1,084,072</td>
<td>$1,072,857</td>
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<td>$689,506</td>
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### Sketches
Staff Report

Subject: DFCS Appointment
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: July 19, 2022

Item Description: Consideration to approve to reappoint Kay Jones as a member of the Department of Family and Children Services board.

Summary Recommendation:
Staff recommends approval of reappointing Kay Jones to the Department of Family and Children Services (DFCS) Board as requested in a letter submitted by Dedra Simich, Effingham County DFCS Director (see attached).

Executive Summary:
The Department of Family & Children Services is comprised of a five (5) member Board which consists of a representative from each of the Commissioner districts. The term for each appointment is five years.

Background:
1. Ms. Kay Jones serves on the Department of Family and Children Services Board as representative for the Fifth District.
2. Jones’ last appointment was approved by the Board of Commissioners on August 1, 2017.
3. Ms. Jones’ term officially expired June 30, 2022. This appointment will expire June 30, 2027

Alternatives for Commission to Consider:
1. To approve to reappoint Kay Jones to the Department of Family and Children Services (DFCS) Board as representative for the Second District.
2. To not approve the appointment and consider appointment of another citizen.

Recommended Alternative:
Staff recommends Alternative number 1

Other Alternatives: N/A

Department Review: County Clerk’s Office

Funding Source: N/A

Attachments: DFCS Request for Reappointment Letter
June 7, 2022

Effingham County Board of Commissioners  
804 S Laurel Street  
Springfield, GA 31329  

ATTN: Mr. Wesley Corbitt, Chairman  

Dear Mr. Corbitt:  

This letter is to advise you that that term of Ms. Kay Jones, member of the Effingham County Board of the Department of Family and Children Services, will expire on June 30, 2022. The law requires that the County Commission appoint a successor within 90 days after the vacancy occurs.  

Ms. Jones has been an active board member and has attended local, regional and state meetings representing our Department and the citizens of Effingham County.  

As the position will become vacant on July 1, 2022, it is our desire that your appointment be received and approved. The person appointed will serve a term extending through June 30, 2027. Please send notification of the appointment to our office.  

Thank you for the continued support your office has given to our programs. Please contact me if further assistance is needed.  

Sincerely,  

Dedra A. Simich, MS, LMSW  
County Director Effingham County DFCS  

Cc: Candice L. Broce, Division Director  
    Sheila Dease-Dinkins, Regional 12 Manager
Staff Report

Subject: Library Board Appointments
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 07/19/2022
Item Description: Consideration to approve appointment of members to the Library Board (Live Oak Public Libraries)

Summary Recommendation:
Staff received a letter from the Live Oak Public Libraries Regional Board Chair, Mr. Jeff Lariscy requesting reappointment/appointment to the expiring terms of offices for three (3) board seats. Staff recommends approval.

Executive Summary:
The term of office for Brenda Helmly, Kelli Lariscy and Jan Jackson all expired June 30, 2022. Brenda Helmy and Jan Jackson have opted to not remain on the board for a second term. Kelli Lariscy is to be considered for reappointment for a second term.

The Library Board has offered the following candidates for consideration of appointment to the board: Brigid Nesmith and Hank Heller.
Ms. Nesmith will replace Jan Jackson as the 3rd district representative. Mr. Heller will replace Brenda Helmly as the 5th district representative.

Background:
The Library Board consists of five (5) members appointed by the Board of Commissioners and one (1) member appointed by each city/municipality.

The other current members appointed by the BOC are as follows: Erica Biezenbos and Tracy Spain

Alternatives for Commission to Consider:
1. Approve to appoint Brigid Nesmith and Hank Heller to the Library Board and to reappoint Kelli Lariscy.
2. Do not approve to appoint and seek other candidates.

Recommended Alternative: Staff recommends Alternative number 1

Other Alternatives: N/A

Department Review: Administration

Funding Source: No funding required.

Attachments:
1. Member Profile Applications
2. Library Board bylaws
Item XI. 27.
AUTHORITIES/BOARDS/COMMITTEES
PROSPECTIVE MEMBER PROFILE

AUTHORITY/BOARD/COMMITTEE: Library Board

NOMINEE: Hank Heller

ADDRESS: 369 Mill Pond Rd
Rincon, Ga. 31326

HOME PHONE: 912-659-3066
BUSINESS PHONE: 912-754-5522

COUNTY VOTING DISTRICT/MUNICIPALITY: 5A

EMPLOYMENT/BUSINESS HISTORY

COMPANY NAME: Effingham County BOE
YEARS: 30
POSITION: School Counselor
ADDRESS: Springfield, Ga
RESPONSIBILITIES:
provide student support both academically and personally.

COMPANY NAME: Savannah Police Department
YEARS: 3.5
POSITION: Patrol Officer
ADDRESS: Savannah, Ga
RESPONSIBILITIES:
street patrol officer
CIVIC/VOLUNTEER INVOLVEMENTS:

ORGANIZATION: Family Promise of Effingham  YEARS OF ASSOCIATION: 4
POSITION OF LEADERSHIP: vice chair

ORGANIZATION:  YEARS OF ASSOCIATION: 
POSITION OF LEADERSHIP: 

ORGANIZATION:  YEARS OF ASSOCIATION: 
POSITION OF LEADERSHIP: 

EDUCATION HISTORY:

HIGH SCHOOL: Peary HS Rockville, Md

TRADE/VOCATIONAL:

COLLEGE: Montgomery College and Georgia Southern

GRADUATE/POST-GRADUATE: AA Criminal Justice BS Criminal Justice MA Counselor Ed

PROFESSIONAL AFFILIATIONS/CERTIFICATIONS: Georgia Asso. of Educators
AUTHORITY/BOARD/COMMITTEE: Effingham Library Board

NOMINEE: Brigid Nesmith

ADDRESS: 167 Kolic Helmey Rd. Guyton, GA 31312

HOME PHONE: (912) 663-1767  BUSINESS PHONE: (912) 754-5610

COUNTY VOTING DISTRICT/MUNICIPALITY: District 3

EMployment/Business History

COMPANY NAME: Effingham County Board of Education/ECCA  YEARS: 24

POSITION: Principal

ADDRESS: 405 N. Ash St. Springfield, GA 31329

RESPONSIBILITIES:
Daily operations and management of Effingham College and Career Academy
CIVIC/VOLUNTEER INVOLVEMENTS:

ORGANIZATION: Georgia Association of Middle School Principals  YEARS OF ASSOCIATION: 9
POSITION OF LEADERSHIP: District Leader

ORGANIZATION: Georgia Association of Secondary School Principals  YEARS OF ASSOCIATION: ___
POSITION OF LEADERSHIP: ________________________________

ORGANIZATION: ________________________________  YEARS OF ASSOCIATION: ___
POSITION OF LEADERSHIP: ________________________________

EDUCATION HISTORY:
HIGH SCHOOL: Piscataway High School Piscataway, New Jersey

TRADE/VOCATIONAL: ________________________________

COLLEGE: Batchelor's degree in French and English from Hardin Simmons University

GRADUATE/POST-GRADUATE: Masters, Ed. S., and Ed.D. in Leadership, Georgia Southern

PROFESSIONAL AFFILIATIONS/CERTIFICATIONS: GAEL, GASSP, PAGE

6-12 English
Gifted Education
K-12 French
Teacher Support Specialist
Educational Leadership
Ms. Stephanie Johnson, Clerk
Effingham County Commission
Administrative Complex
804 South Laurel Street
Springfield, GA 31329

Ms. Johnson,

The terms of the following Effingham Library Board members expired as of 30 June 2022: Brenda Helmly, Kelli Lariscy, and Jan Jackson. These three individuals were each listed as representatives for Effingham County. However, through some oversight, the board did not list a representative for the City of Springfield. As such I have reached out to the Clerk of Springfield as well to find a representative for the City. You can review the terms of members via the Live Oak Public Libraries website at https://liveoakpl.org/lid.php?content_id=64113513

I have been in discussion with two individuals who commissioners may consider to be a representative for the two remaining county seats. They are Dr. Brigid Nesmith, principal at Effingham College and Career Academy as well as Mr. Hank Heller, retired educator from the Effingham County School District. I have included Dr. Nesmith’s profile with this letter and hope to provide Mr. Heller’s prior to the July 7th date specified.

Please let me know if you have any further questions or concerns and thank you for your assistance with these appointments.

Respectfully,

Jeff Lariscy, Chair
Effingham Library Board
Live Oak Public Libraries Regional Board

cc: Ms. Lola Shelton-Council, Interim Executive Director, LOPL
Ms. Melissa Nicolaus, Manager, Springfield Library
Ms. Catherine Driggers, Manager, Rincon Library

Live Oak Public Libraries 2002 Bull Street, Savannah, GA 31401 (912) 652-3600 liveoakpl.org
Staff Report

Subject: Rezone (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022
Item Description: William Wilson request to rezone 1 of 24.24 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 342 Ottis Seckinger Road. Map# 415 Parcel# 32

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 1 of 24.24 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 a parcel to create a new home site to deed to his son. The subdivision will create a 1-acre lot and, therefore, the newly created lot must be rezoned to AR-2.
- One acre was rezoned to AR-2 and subdivided for this purpose September 21, 2021. The newly created parcel proved to be unbuildable, due to the presence of wetlands.
- At the June 13 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 1 acre 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 Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives
1. Approve the request to rezone 1 acre 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 Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
2. Deny the request to rezone 1 acre from AR-1 to AR-2.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A
     2. Ownership certificate/authorization 4. Aerial photograph
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 5/11/2022

Applicant/Agent: William Wilson

Applicant Email Address: rayotina2015@gmail.com

Phone # 912-604-7312

Applicant Mailing Address: 2204 Risbee Ave (current address)

City: Garden City State: GA Zip Code: 31408

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: Don't have physical address yet. 340 Otis Seckinger

Proposed Road Access: Otis Seckinger Rd.


Tax Map-Parcel # 04150032 Total Acres: 24.24 Acres to be Rezoned: 1

Lot Characteristics: Cleared site

WATER

✓ Private Well

___ Public Water System

If public, name of supplier:

SEWER

✓ Private Septic System

___ Public Sewer System

Justification for Rezoning Amendment: Establish a home for family

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

North South East West

Rev 01132022
1. Describe the current use of the property you wish to rezone.
   
   To place a house on for me and my family.

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.
   
   To live there.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   
   For people to live on the street.

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?
   
   No neighbors will be around the location.

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: 5/11/22
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date April 27, 1990, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 280, page 389.

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 May, 2020.

Kathleen Erin Dunnigan
Notary Public, State of Georgia

Rev 01132022
STATE OF GEORGIA
COUNTY OF EFFINGHAM

WARRANTY DEED

THIS INDENTURE, made this 27th day of April 19_90 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

THOMAS R. WILSON

as Party or Parties of the Second Part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: Grantor, for and in consideration of the sum of Ten & no/100 ($10.00) Dollars, and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed unto the said Grantee:

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing 25.23 acres, more or less, known as Parcel 2, that is shown and more particularly described by that plat of survey made by Wider Surveying & Mapping, dated October 14, 1986, recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 28, page 5, which is incorporated into this description by specific reference thereto.

Effingham County, Georgia
Real Estate Transfer Tax
Paid $ 90.00
Date 4-30-90

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 being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

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

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

VALDEE T. NEASE (SEAL)

Signed, sealed and delivered in the presence of:

WITNESS

MINNIE VA. CHILDS
NOTARY PUBLIC

GEORGIA, COUNTY OF EFFINGHAM
Clerk's Office, Superior Court
Filed for Record at 3:30, o'clock, p.m. April 30, 1990
Recorded in Deed Book 280, Page 391.
Gave son 2 ACRE of my land to make a homestead on. After clearing, survey, and burying all permits, was told it was wetlands. And could not be used. Return this land back to my name.

Gave son another parcel land which had been my mother homestead on my land. Parcel already has septic tank and water.

Thomas R. Wilson
542 Ottis Seckinger Rd.
Rineon, NY 13324.

Parcel #0450032
DB - 260 PB 38
PB - 25 PB 5
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL    DISAPPROVAL

Of the rezoning request by applicant William Wilson – (Map # 415 Parcel # 32) 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?
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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ___

DISAPPROVAL ___

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ⌹ DISAPPROVAL

Of the rezoning request by applicant William Wilson – (Map # 415 Parcel # 32) from AR-1 to AR-2 zoning.

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

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EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ________ DISAPPROVAL ________

Of the rezoning request by applicant **William Wilson** – *(Map # 415 Parcel # 32)* from **AR-1** to **AR-2** zoning.

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

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

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

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

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

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EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL [ ] DISAPPROVAL [X]

Of the rezoning request by applicant William Wilson – (Map # 415 Parcel # 32) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

Yes [ ] No [X] 8. Do other conditions affect the property so as to support a decision against the proposal?
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022
Item Description: William Wilson request to rezone 1 of 24.24 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 342 Ottis Seckinger Road. Map# 415 Parcel# 32

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 1 of 24.24 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 a parcel to create a new home site to deed to his son. The subdivision will create a 1-acre lot and, therefore, the newly created lot must be rezoned to AR-2.
- One acre was rezoned to AR-2 and subdivided for this purpose September 21, 2021. The newly created parcel proved to be unbuildable, due to the presence of wetlands.
- At the June 13 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 1 acre 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 Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives
1. Approve the request to rezone 1 acre 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 Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
2. Deny the request to rezone 1 acre 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. 415-32
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 415-32

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 WILLIAM WILSON has filed an application to rezone one (1) +/- acre; from AR-1 to AR-2 to allow for the creation of a home site; map and parcel number 415-32, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on July 19, 2022 and notice of said hearing having been published in the Effingham County Herald on June 22, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on May 25, 2022; and

IT IS HEREBY ORDAINED THAT one (1) +/- acre; map and parcel number 415-32, 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. Minor subdivision plat must be approved by Development Services and Environmental Health, 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
Subject: Rezone (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022
Item Description: Mamie H. Johnson requests to rezone 2.53 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 540 Brogdon Road. Map# 319 Parcel# 13

Summary Recommendation
Staff has reviewed the application, and recommends approval to rezone 2.53 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 a parcel to create a new home site. The subdivision will create a 1-acre lot and, therefore, the newly created lot must be rezoned to AR-2.
- At the June 13 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 2.53 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 Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives
1. Approve the request to rezone 2.53 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 Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
2. Deny the request to rezone 2.53 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

Applicant/Agent: **Minnie H. Johnson**

Applicant Email Address: **Willie T.S@yahoo.com**

Phone #: **864-433-55-11**

Applicant Mailing Address: **118 Cross Creek Dr**

City: **Poole** State: **SC** Zip Code: **21322**

Property Owner, if different from above: **Same**

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): ____________________________

Phone # ____________________________

Owner’s Mailing Address: ____________________________

City: ____________________________ State: ____________________________ Zip Code: ____________________________

Property Location: **Brogdon - Williams Rd**

Proposed Road Access: **Williams Rd**

Present Zoning of Property: **AR-1** Proposed Zoning: **AR-2**

Tax Map-Parcel # **319-13** Total Acres: **5.4** Acres to be Rezoned: **2.53**

Lot Characteristics: **Vacant Land**

WATER

✓ Private Well

_____ Public Water System

SEWER

✓ 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.
   
   [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.
   
   To build my home on

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   
   All 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?
   
   No change of use

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   
   No

Applicant Signature: [Signature]

Date: 4-27-22
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

April 9th, 2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2681 page 576.

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: Mamie M. Johnson

Owner’s signature

Print Name

Owner’s signature

Print Name

Sworn and subscribed before me this ____ day of April __________, 20__

Kathleen Erin Dunnigan
Notary Public, State of Georgia

Rev 05052021
LIMITED
WARRANTY DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

FILE #: S566JW

THIS INDENTURE made this 9th day of April, 2021, between THELMA L. JOINER and ERIC HAYDEN JOINER of the County of Effingham and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and MAMIE H. JOHNSON as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following-described property:

ALL THOSE CERTAIN TRACTS OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE 10TH G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA AND BOTH PARCELS BEING IRREGULAR IN SHAPE AND SHOWN AS A 4.44 ACRE PARCEL LABELED "319-13 N/F HARRY AND THELMA JOINER" AND A 0.60 ACRE PARCEL LABELED "319-13", ON THAT CERTAIN PLAT DATED NOVEMBER 3, 2015 AND ENTITLED, "SURVEY FOR JERRY B. AND THELMA L. JOINER, SURVEY OF 5.04 ACRES LOCATED IN THE 10TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA," PREPARED BY ADOLPH N. MICHELIS AND ASSOCIATES, RLS NO. 1323, RECORDED IN PLAT RECORD BOOK D-163, PAGE 51 IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA. SAID PLAT IS SPECIFICALLY INCORPORATED HEREIN FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY HEREIN DESCRIBED.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

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

[Signature]
THELMA L. JOINER
(SEAL)

[Signature]
ERIC HAYDEN JOINER
(SEAL)

Signed, sealed and delivered in presence of:

[Signature]
Witness

Notary Public

https://search.gsocca.org/Imaging/HTMIL5viewer.aspx?id=78445694&key1=2681&key2=576&county=51&countynname=EFFINGHAM&userid=725673&appid=4
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CHECK LIST:

The Effingham County Planning Commission recommends:

| APPROVAL | DISAPPROVAL |

Of the rezoning request by applicant Mamic H. Johnson – (Map # 319 Parcel # 13) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

The Effingham County Planning Commission recommends:

APPROVAL   DISAPPROVAL

Of the rezoning request by applicant Mamie H. Johnson – (Map # 319 Parcel # 13) from AR-1 to AR-2 zoning.

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

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

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  ___________  DISAPPROVAL  ______

Of the rezoning request by applicant Mame H. Johnson – (Map # 319 Parcel # 13) from AR-1 to AR-2 zoning.

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

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

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

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

[ ] APPROVAL [ ] DISAPPROVAL

Of the rezoning request by applicant Mamie H. Johnson – (Map # 319 Parcel # 13) from AR-1 to AR-2 zoning.

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

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

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

Yes  No  4. Does the property which is proposed to be rezoned have a 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 Mammie H. Johnson – (Map # 319 Parcel # 13) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

Yes ☒  8. Do other conditions affect the property so as to support a decision against the proposal?
Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022
Item Description: Mamie H. Johnson requests to rezone 2.53 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 540 Brogdon Road. Map# 319 Parcel# 13

Summary Recommendation
Staff has reviewed the application, and recommends approval to rezone 2.53 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 a parcel to create a new home site. The subdivision will create a 1-acre lot and, therefore, the newly created lot must be rezoned to AR-2.
- At the June 13 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 2.53 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 Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives
1. Approve the request to rezone 2.53 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 Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
2. Deny the request to rezone 2.53 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. 319-13
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 319-13
AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS MAMIE H. JOHNSON has filed an application to rezone two and fifty-three hundredth (2.53) +/- acres; from AR-1 to AR-2 to allow for the creation of a home site; map and parcel number 319-13, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on July 19, 2022 and notice of said hearing having been published in the Effingham County Herald on June 22, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on May 25, 2022; and

IT IS HEREBY ORDAINED THAT two and fifty-three hundredth (2.53) +/- acres; map and parcel number 319-13, located in the 3rd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

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

This ______ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY:  ____________________________
     WESLEY CORBITT, CHAIRMAN

ATTEST:                       FIRST/SECOND READING: _____________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezone (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022

Item Description: Leo M. Sullivan request to rezone 3 acres from AR-1 to AR-2 to allow for the division of a parcel. Located at 486 Whitaker Road. Map# 441A Parcel# 14

Summary Recommendation
Leo M. Sullivan request to rezone 3 acres from AR-1 to AR-2 to allow for the division of a parcel. Located at 486 Whitaker Road, 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 combined two subdivision parcels in 2016. He now wishes to resubdivide into two parcels.
- The parcel is a non-conforming AR-1 lot in Whitaker Road subdivision. In order to approve the resubdivision, the 3-acres must be rezoned to AR-2, and the final plat must be signed by the Chairman.
- At the June 13 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 3 acres from AR-1 to AR-2, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives
1. Approve the request to rezone 3 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. Major subdivision revised plat must be approved by the Board of Commissioners and Environmental Health, and be recorded before the rezoning can take effect.
2. Deny the request to rezone 3 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Deed
5. Aerial photograph
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 5-11-2022

Applicant/Agent: LEO M. SULLIVAN

Applicant Email Address: FISH@GMAIL.COM

Phone #: 912-659-6579

Applicant Mailing Address: 486 WHITAKER RD

City: CLYD State: GA Zip Code: 31305

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: 486 WHITAKER RD SUBDIVISION

Proposed Road Access:


Tax Map-Parcel #: 4411-14 Total Acres: 3.00 Acres to be Rezoned: 1.4

Lot Characteristics: WOODED LOT ENSWELL IN

WATER

Private Well ✔

Public Water System

If public, name of supplier:

Justification for Rezoning Amendment: the minimum acreage for AR-1 is 5 acres

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.

*Vacant*

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

*Yes / Residential*

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

*To sell*

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

*Residential, 87 H. Houses*

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?

*Consistent with surrounding use.*

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

*No.*

Applicant Signature: ___________________________ Date 6-11-2022
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date February 3, 2016, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2330 page 857.

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 11 day of May, 2022.

______________________________
Chelsie Fernald
Notary Public, State of Georgia
RETURN TO:
REDDICK & EXLEY
ATTORNEYS AT LAW
P.O. BOX 385
SPRINGFIELD, GA 31339

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 34th day of February, 2016, between BILLIE JEAN SPRINGER of the FIRST PART, and LEO M. SULLIVAN of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto SECOND PARTY, his heirs and assigns, the following described property, to-wit:

ALL that certain lot or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, being known and designated as Lot Fourteen (14) containing One and Fifty-One Hundredths (1.51) acres, more or less, as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the northeast by Lot 15; on the southeast by lands of Lynette Jones; on the southwest by Lot 13; and on the northwest by Whittaker Road known as County Road 109.

Express reference hereby made to the plat of said lands made by Warren E. Poythress, R.L.S. #1953, dated July 30, 1988, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 23, page 97, for better determining the metes and bounds of said lands herein conveyed.

This being the same property conveyed by deed from Ruben H. Rahn to Billie Jean Springer, dated February 20, 2005, recorded in said Clerk’s Office in Deed Book 1238, page 417.

ALSO the 1987 Westfield Vanity manufactured home, vehicle identification number GAPLM1AG350712228, which is located on said property.

SUBJECT to restrictive covenants and easements of record.

SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereunto belonging or in any way appertaining unto SECOND PARTY, his heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

IN WITNESS WHEREOF, FIRST PARTY has hereunto set her hand and affixed her seal and delivered these presents, the day and year first above written.

Signed, sealed and delivered in the presence of:

BILLIE JEAN SPRINGER (SEAL)

Unofficial Witness

Official Witness - Notary Public

REDDICK & EXLEY
NOTARY PUBLIC
EXPIRES
GEORGIA
August 23, 2018
CERTIFICATE OF APPROVAL FOR RECORDING:

PLANNING COMMISSION: This Subdivision, known as WHITAKER ROAD, has been found to comply with the Effingham County Subdivision Regulations and was approved at the regular meeting of the Effingham County Planning Commission on the 17th of August, 1988, for recording in the office of Clerk of Courts of Effingham County, Georgia.

CHAIRMAN
GRAPHIC SCALE - FEET


NOTES:
1. LOT NUMBER 15 IS TO BE ADDED TO LOT 14, LANDS OF LEO M. SULLIVAN AS RECORDED IN DEED BOOK 2330 PAGE 57 AND PLAT BOOK 23 PAGE 97 AND BECOMES A SINGLE TRACT OF LAND PURSUANT TO THE PROVISIONS OF THE EFFINGHAM COUNTY ZONING ORDINANCE AND CANNOT BE SOLD SEPARATELY.
2. THE COMBINATION OF LOT 14 AND LOT 15 SHALL BE KNOWN AS LOT 14, WHITAKER ROAD SUBDIVISION.

COMBINATION SURVEY FOR LEO M. SULLIVAN
LOCATION: LOT 14 & 15, WHITAKER ROAD SUBDIVISION, 11TH G. M. D., EFFINGHAM COUNTY, GEORGIA

DATE: NOVEMBER 15, 2016
BY: WARREN E. POYTHRESS
Reg. Land Surveyor # 1953
99 Huntsville Road Sylvanville, Ga.
30467
Tel. - (912) 857-3288
EQUIPT: TOPCON 303 TOTAL STATION
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 28534 FEET, AND ANGULAR ERROR OF 06 SECONDS PER ANGLE POINT. AFTER ADJUSTMENTS BY THE COMPASS RULE THE FINAL PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITH IN ONE FOOT IN 416075 FEET.
SURVEYOR'S CERTIFICATION

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

WARREN E. POTTHRESS, REGISTERED LAND SURVEYOR, NO. 1953
5-11-22

DATE

APPROVAL EFFINGHAM COUNTY HEALTH DEPT.
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 this seal engaged/surveyor finds that this plat complies with the OSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.

SIGNING AUTHORITY DARRELL O'NEAL
TITLE

APPROVAL EFFINGHAM COUNTY:
APPROVED FOR RECORDING BY
EFFINGHAM COUNTY ZONING
ADMINISTRATION.

ZONING ADMINISTRATOR DATE
TERESA CONCANN

LOCATION: LOT 14 & 15,
WHITAKER ROAD SUBDIVISION,
11TH G. M. D., EFFINGHAM
COUNTY, GEORGIA

DATE: MAY 11, 2022
By: Warren E. Potthress
Registered Land Surveyor No. 1953
Address: 991 Hunters Road
Sylvia, Georgia 30467
Cell Phone - 912-531-1453
Telephone: 912-857-3286
Equipment - Sokkia GR62 - GPS
Topcon 303
FINAL PLAT CLOSURE = 131328
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 Leo M. Sullivan – (Map # 441A Parcel # 14) from AR-1 to AR-2 zoning.

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

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

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

Yes  No  4. Does the property which is proposed to be rezoned have a 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 Leo M. Sullivan – (Map # 441A Parcel # 14) from AR-1 to AR-2 zoning.

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

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

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

Yes No 4. Does the property which is proposed to be rezoned have a 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 – June, 2022
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  

DISAPPROVAL

Of the rezoning request by applicant Leo M. Sullivan – (Map # 441A Parcel # 14) from AR-1 to AR-2 zoning.

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

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

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

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

Yes  No  ?  5. Does the proposed change constitute “sptc 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 Leo M. Sullivan – (Map # 441A Parcel # 14) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

Yes  No ?  8. Do other conditions affect the property so as to support a decision against the proposal?
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 Leo M. Sullivan – (Map # 441A Parcel # 14) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022

Item Description: Leo M. Sullivan request to rezone 3 acres from AR-1 to AR-2 to allow for the division of a parcel. Located at 486 Whitaker Road. Map# 441A Parcel# 14

Summary Recommendation
Leo M. Sullivan request to rezone 3 acres from AR-1 to AR-2 to allow for the division of a parcel. Located at 486 Whitaker Road, 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 combined two subdivision parcels in 2016. He now wishes to resubdivide into two parcels.
- The parcel is a non-conforming AR-1 lot in Whitaker Road subdivision. In order to approve the resubdivision, the 3-acres must be rezoned to AR-2, and the final plat must be signed by the Chairman.
- At the June 13 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 3 acres from AR-1 to AR-2, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives
1. Approve the request to rezone 3 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. Major subdivision revised plat must be approved by the Board of Commissioners and Environmental Health, and be recorded before the rezoning can take effect.
2. Deny the request to rezone 3 acres from AR-1 to AR-2.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A

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

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
441A-14
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
441A-14

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS LEO M. SULLIVAN has filed an application to rezone three (3) +/- acres; from AR-1 to AR-2 to allow for the division of a parcel; map and parcel number 441A-14, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on July 19, 2022 and notice of said hearing having been published in the Effingham County Herald on June 22, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on May 25, 2022; and

IT IS HEREBY ORDAINED THAT three (3) +/- acres; map and parcel number 441A-14, 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 Development Services and Environmental Health, 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
Subject: Rezoning (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022

Item Description: Rodney A. Durrance & Gloria M. Durrance request to rezone 5 acres from AR-1 to AR-2 to allow for a 3-lot subdivision. Located at 290 Shirley Drive. Map# 370C Parcel# 3

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5 acres from AR-1 to AR-2 to allow for a 3-lot subdivision.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicants currently have two mobile homes on the 5-acre AR-1 property. They wish to add a third mobile home, and therefore must subdivide the 5 acres into three parcels, and rezone to AR-2.
- Staff met with the applicants, and worked with the applicant on a parcel layout to ensure that road frontage and acreage comply with ordinance requirements.
- At the June 13 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 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. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives
1. Approve the request to rezone 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. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
2. Deny the request to rezone 5 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

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

Application Date: 03/24/2022

Applicant/Agent: Rodney A. Duriance & Glen M. Duriance

Applicant Email Address: Rodneejd22@msn.com

Phone #: 912-257-5169

Applicant Mailing Address: 306 Shirley Dr.

City: Glynn

State: GA

Zip Code: 31312

Property Owner, if different from above: Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): Rodneejd22@msn.com

Phone #: 912-257-5169

Owner’s Mailing Address: 306 Shirley Dr.

City: Glynn

State: GA

Zip Code: 31312

Property Location: 290 Shirley Dr. Glynn, GA 31312

Proposed Road Access: 306 Shirley Drive (Off Courthouse Road)

Present Zoning of Property: AR1

Proposed Zoning: AR2

Tax Map-Parcel #: 370C-3

Total Acres: 5

Acres to be Rezoned: 5

Lot Characteristics: Rectangle

WATER

☑ Private Well

Public Water System

If public, name of supplier: N/A

SEWER

☑ Private Septic System

Public Sewer System

Justification for Rezoning Amendment: Deed 1 Acre To Our Son.

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

North ☑ South ☐ East ☐ West ☐

Rev 05052021
1. Describe the current use of the property you wish to rezone.

   Residential

   

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

   No

   

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

   Build a house for our son

   

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?

   Close to parents

   

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: 03/24/2022

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
August 23, 2006, on file in the office of the Clerk of the Superior Court of
Effingham County, in Deed Book 1455 page 71.

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: Rodney Durrance

Owner’s signature: ____________________________
Print Name: Glenda H. Durrance

Owner’s signature: ____________________________
Print Name: ____________________________

Sworn and subscribed before me this 24 day of March, 2022.

Notary Public, State of Georgia

Rev 05052021
DEED OF GIFT

This Indenture, made the 23rd day of August, 2006, by and between Rodney A. Durrance, as Grantor of Effingham County, Georgia; and Gloria M. Durrance, as Grantee of Effingham County, Georgia;

WITNESSETH:

That the Grantor, for and in consideration of the natural love and affection he has for his wife, Gloria M. Durrance, the said Grantee, and the sum of One Dollar ($1.00) together with other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does give, grant and convey, and by these presents does hereby give, grant, and convey unto the said Grantee, her heirs and assigns, the following described property, to wit:

AN UNDIVIDED ONE-HALF INTEREST IN AND TO: ALL that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, containing 5.00 acres, more or less, known and designated as Lot 3A, that is shown and more particularly described by the plat of survey made by Terry G. Hatchell, R.L.S. #2663, dated May 4, 2006, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 122E-1, which is incorporated into this description by specific reference thereto.

This being a portion of the property conveyed by W.R.P.H. Associates, to Rodney A. Durrance and Maria O. Durrance as evidenced by that certain Warranty Deed dated October 21, 1994 and recorded in Deed Book 369, page 700, further conveyed by Quitclaim deed from Maria G. Durrance to Rodney A. Durrance dated October 16, 1995 and recorded in Deed Book 1455, page 71, aforesaid records.

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

TITLE NOT EXAMINED BY SCRIVENER

To have and to hold the said described property, with all and singular its rights, members and appurtenances, thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, his heirs and assigns, in Fee Simple Forever.

In Witness Whereof, the said Grantor has hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

RODNEY A. DURRANCE

(Seal)

Notary Public
April 5, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Rodney Durrance
290 Shirley Drive, Guyton, GA 31312
Pin: 370C-3B
Total Acres: 5.0 Acres to be rezoned: 5.0

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from 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
Attachment C - Site Plan

1. Dimensions for proposed subdivision of a 5-acre property 3A (see attached plat) from Surveying Consultants

2. There are 2 existing mobile homes on front of property with access to Shirley Drive that will be separated with the rezone into two .5-acre parcels. Both residences are currently occupied with tenants that have well water and septic services.

Remainder of Parcel 3-A /3 acres that has a storage building with power, water, and septic tank services

Parcel 3-A has a residential dwelling with Water and Septic services.

Drainage is provided by a ditch between Leon Hoods property, proposed subdivision, and Jeff Davis’s property

3. Access to 3-A.2 and 3-A.3 is from Shirley Drive currently which exist to the right of 3-A.2.

Access to remainder of parcel 3-A current access from 60 ft easement to property 3-B

Access to 3-A.1 illustrated on the attachment will be from current 60 ft easement to property parcel 3-B

4. Parcel 3-A.1 subdivided (1) acre proposed site for a new residential dwelling that will include well and septic tank services.
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 Rodney A. Durrance & Gloria M. Durrance - (Map # 370C 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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CHECK LIST:

The Effingham County Planning Commission recommends:

[ ] APPROVAL  [ ] DISAPPROVAL

Of the rezoning request by applicant Rodney A. Durrance & Gloria M. Durrance – (Map # 370C 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 overloads either existing or proposed facilities such as streets, utilities or schools?

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

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

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

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

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

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

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  _____  DISAPPROVAL  _____

Of the rezoning request by applicant Rodney A. Durrance & Gloria M. Durrance — (Map # 370C 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 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 Rodney A. Durrance & Gloria M. Durrance – (Map # 370C 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.

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 Rodney A. Durrance & Gloria M. Durrance – (Map # 370C 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 – June, 2022
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022

Item Description: Rodney A. Durrance & Gloria M. Durrance request to rezone 5 acres from AR-1 to AR-2 to allow for a 3-lot subdivision. Located at 290 Shirley Drive. Map# 370C Parcel# 3

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5 acres from AR-1 to AR-2 to allow for a 3-lot subdivision.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicants currently have two mobile homes on the 5-acre AR-1 property. They wish to add a third mobile home, and therefore must subdivide the 5 acres into three parcels, and rezone to AR-2.
- Staff met with the applicants, and worked with the applicant on a parcel layout to ensure that road frontage and acreage comply with ordinance requirements.
- At the June 13 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 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. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives
1. Approve the request to rezone 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. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
2. Deny the request to rezone 5 acres from AR-1 to AR-2.

Recommended Alternative: 1  Other Alternatives: 2

Department Review: Development Services  FUNDING: N/A
Attachments: 1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 370C-3
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 370C-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 RODNEY A. DURRANCE & GLORIA M. DURRANCE has filed an application to rezone five (5) +/- acres; from AR-1 to AR-2 to allow for a minor subdivision; map and parcel number 370C-3, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on July 19, 2022 and notice of said hearing having been published in the Effingham County Herald on June 22, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on May 25, 2022; and

IT IS HEREBY ORDAINED THAT five (5) +/- acres; map and parcel number 370C-3, located in the 4th 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 Development Services and Environmental Health, 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 (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022

Item Description: Winston Hencely as Agent for Vicki Hencely Fountain & Michael Fountain requests to rezone 12.66 acres from AR-1 & AR-2 to AR-1 & AR-2, to allow for a recombination of parcels. Located at 3033 Ebenezer Road & 550 Exley Road South. Map# 471 Parcels# 22 & 49

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 12.66 acres from AR-1 & AR-2 to AR-1 & 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. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicants currently have two parcels. 471-22 is 5 acres, and zoned AR-2. 471-49 is 7.66 acres, and zoned AR-1.
- They wish to combine the acreage, and resubdivide into an 11.04-acre AR-1 parcel (471-49) and a 1.62-acre AR-2 parcel (471-22).
- At the June 13 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 12.66 acres from AR-1 & AR-2 to AR-1 & AR-2, with the following conditions:
  1. The lots shall meet the requirements of the AR-1 and AR-2 zoning districts.
  2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request to rezone 12.66 acres from AR-1 & AR-2 to AR-1 & AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-1 and AR-2 zoning districts.
   2. Recombination plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 12.66 acres from AR-1 & AR-2 to AR-1 & AR-2

Recommended Alternative: 1

FUNDING: N/A

Department Review: Development Services

Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Deed
5. Aerial photograph
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 5/13/2022

Applicant/Agent: Winston Hencely
Applicant Email Address: winston.hencely@aol.com
Phone #: 912 346-1525

Applicant Mailing Address: 550 Exley Rd. South/3033 Ebenezer Rd.
City: Prichard State: AL Zip Code: 31324

Property Owner, if different from above: Vicki Hencely Fouton
Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): Vicki.Hencely@yahoo.com
Phone #: 912 346-4132

Owner’s Mailing Address: 550 Exley Rd. South
City: Prichard State: AL Zip Code: 31324

Property Location:

Proposed Road Access: Exley Rd. South
Tax Map-Parcel #: 471-39-49 Total Acres: 12.66 Acres to be Rezoned: 12.66

Lot Characteristics:

WATER
✓ Private Well
____ Public Water System

SEWER
✓ 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 AR-1 South AR-1 East AR-1 West AR-1

Rev 05052021
1. Describe the current use of the property you wish to rezone.

Residence @ pasture with livestock.

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.

Become my permanent residence.

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

Residence and farming livestock.

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?

I will live there and will help keep the surrounding areas maintained.

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: 5/13/22
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

June 21, 2011, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2353, page 171-171

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 13 day of May, 2022.

______________________________
Notary Public, State of Georgia
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date July 14, 2003, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 993 page 310.

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 13 day of May, 2022.

Notary Public, State of Georgia

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, [Signature: Winnie Hensley], 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: Vicki Fountain

Applicant/Agent Address: 550 Exley Rd South

City: Rincon State: GA Zip Code: 31326

Phone: 912.346.2132 Email: Vicki.Hensley@yahoo.com

Owner’s signature: Vicki Fountain

Print Name: Vicki Fountain

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 13 day of May, 2022

______ Notary Public, State of Georgia

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

NAME: [Signature]

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

I authorize the person named below to act as applicant in the pursuit of a Rezoning 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: James Fountain

Applicant/Agent Address: 550 Exley Rd. South

City: Lincon State: GA Zip Code: 31326

Phone: 912 445 1880 Email: jfournt@comxcom.com

Owner's signature: [Signature]

Print Name: James Michael Fountain

Personally appeared before me James Michael Fountain (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 13 day of May, 2022.

__________________________
Notary Public, State of Georgia
Return to:
Lloyd D. Murray
P.O. Box 1569
Richmond Hill, GA 31324

STATE OF GEORGIA
COUNTY OF BRYAN

Document preparation only;
title neither examined nor certified by Attorney.

QUITCLAIM DEED

This Quitclaim Deed, executed this 1st day of July, 2003, by and
between TONYA R. FOUNTAIN f/k/a TONYA R. JONES, of the County of Effingham, and
State of Georgia, as party or parties of the first part, hereinafter called Grantor, and J.
MICHAEL FOUNTAIN of the County of Effingham, and State of Georgia, 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).

This Deed is being executed pursuant to a certain Domestic Separation and
Settlement Agreement dated July 9, 2003 and entered into in the case of James
Michael Fountain v. Tonya R. Fountain, Superior Court of Effingham County, Civil Action
No. SU03DR099T.

WITNESSETH, That Grantor, for and in consideration of the sum of TEN AND
NO/100 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, by these presents does hereby remise, convey and forever QUITCLAIM
unto the said Grantee, all of Grantor's Interest in the following described property, to wit:

All that certain tract or parcel of land situate, lying and being in the 9th G.M.
District of Effingham County, Georgia, containing Seven and sixty-six
hundredths (7.66) acres, more or less, and being bounded on the northeast
by lands of James Reed, by lands of Kathleen Smith and by lands of Helen
Zeigler; on the southeast by lands of Lorene Riley; on the southwest by lands
of Scott Thompson, and on the west by lands of Sabrina Lynn Burkett and
by lands of Scott Thompson and by Exley Road known as County Road
#349.

Express reference is hereby made to a plat of said lands made by Neel B.
Ackerman, R.L.S. #1128, dated December 1, 998, and recorded in the office
of the Clerk of Superior Court of Effingham County, Georgia, in Plat Cabinet
"B", slide 42-C, for better determining the metes and bounds of said lands
herein conveyed.

SUBJECT to restrictive covenants and easements of record.

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

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered on the 4th day of July, 2003, in the presence of:

Witness

Notary Public

TONYA R. FOUNTAIN
f/k/a TONYA R. JONES

JO ANN B. MINER
Notary Public, State of Florida
My comm. expires Sept. 13, 2006
No. FL 125696
QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, made the 20th day of June, 2016, between J. MICHAEL FOUNTAIN of the FIRST PART, and VICKI MICHELLE HENCELY of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby bargain, sell, and by these presents remise, release and forever QUITECLAIM 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, tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing Five (5) acres, more or less, being more particularly described on a plat by Paul D. Wilder, R.L.S. #1559, dated March 26, 1976, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 12, Page 77, said plat being specifically incorporated herein as part of this description.

This being the same property conveyed by Quitclaim Deed from Kerstin H. Reed to James L. Reed dated December 6, 1996, recorded in said Clerk’s Office in Deed Book 423, Page 416 and was previously conveyed by deed from Robert M. McLeod to James L. Reed and Kerstin H. Reed dated November 22, 1991, recorded in said Clerk’s Office in Deed Book 303, Page 9.

SUBJECT, to the easements to Savannah Electric and Power Company recorded in Deed Book 193, Page 54 and Deed Book 159, Page 69 and the easement agreement recorded in Deed Book 177, Page 714.

This being the same property conveyed by Warranty Deed from James L. Reed to J. Michael Fountain dated March 11, 2016 and recorded in said Clerk’s Office in Deed Book 2338, Page 310.

SUBJECT, to restrictive covenants and easements of record.

SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.

TO HAVE AND TO HOLD the said described real estate to the said SECOND PARTY so that neither the FIRST PARTY nor his 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 PARTY has hereunto set his hand and affixed his seal and delivered these presents, the day and year first above written.

[Signature]
J. MICHAEL FOUNTAIN
(SEAL)

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

[Stamp]

NOTE: SUBJECT PROPERTY IS A RECOMBINATION OF MAP & PARCEL 04710022 & 04710049 OF THE EFFINGHAM CTY. TAX ASSESSORS FILE, THEN A MINOR DIVISION OF 1.62 ACS. WITH 11.04 ACRES REMAINING. THIS IS A FAMILY DIVISION.

SURVEYORS CERTIFICATION

SURVEY FOR
WINSTON T HENCELY
A RECOMBINATION OF MAP & PARCELS 04710022 & 04710049 CREATING 12.66 AC THEN A DIVISION OF 1.62 AC WITH 11.04 AC REMAINING LOCATED IN THE 09TH. G.M.D. EFFINGHAM COUNTY, GEORGIA SURVEYED 11 MAR 2022 PLAT DRAWN 12 MAR 2022
NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/10/2015, THIS PROPERTY IS LOCATED IN "ZONE X" (OUTSIDE THE 500 YEAR FLOODPLAIN).

NOTE: SUBJECT PROPERTY IS A RECOMBINATION OF MAP & PARCEL 04710022 & 04710049 OF THE EFFINGHAM C.I.TY. TIE ASSESSORS FILE. THEN A MINOR DIVISION OF 1.62 ACS. WITH 11.04 ACRES REMAINING.

THIS IS A FAMILY DIVISION

SURVEYORS CERTIFICATION

IT IS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 43-9-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY THE ZONING ADMINISTRATOR OF THE CITY OF EFFINGHAM. IT IS TO BE CONSIDERED BY THE PURCHASER OR OWNER AS PART OF THE RECORD TITLE OF THE PROPERTY. IT IS THE RESPONSIBILITY OF THE PURCHASER OR OWNER TO INVESTIGATE THE LEGAL INFORMATION CONCERNING THE PROPERTY AS REQUIRED BY LAW. THIS PLAT HAS BEEN DRAWN TO SCALE.

SURVEY FOR
WINSTON T HENCELY
A RECOMBINATION OF MAP & PARCELS 04710022 & 04710049 CREATING 12.66 AC THEN A DIVISION OF 1.62 AC WITH 11.04 AC REMAINING LOCATED IN THE 09TH, G.M.D., EFFINGHAM COUNTY, GEORGIA SURVEYED 11 MAR 2022
PLAT DRAWN 12 MAR 2022

RECOMBINATION THEN MINOR SUBDIVISION
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 Winston Hencely as agent for Vicki Hencely Fountain & Michael Fountain – (Map # 471 Parcels # 22&49) from AR-1/AR-2 to AR-1/AR-2 zoning.

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

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

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

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

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

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

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

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

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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APPROVAL

DISAPPROVAL

Of the rezoning request by applicant Winston Hencely as agent for Vicki Hencely Fountain & Michael Fountain – (Map # 471 Parcels # 22&49) from AR-1/AR-2 to AR-1/AR-2 zoning.

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

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

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

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

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Yes No 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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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?

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[ ] APPROVAL [ ] DISAPPROVAL

Of the rezoning request by applicant Winston Hencely as agent for Vicki Hencely Fountain & Michael Fountain – (Map # 471 Parcels # 22&49) from AR-1/AR-2 to AR-1/AR-2 zoning.

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

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EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  

DISAPPROVAL  

Of the rezoning request by applicant Winston Hencely as agent for Vicki Henesty Fountain & Michael Fountain – (Map # 471 Parcels # 22&49) from AR-1/AR-2 to AR-1/AR-2 zoning.

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

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

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

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

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

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

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022

Item Description: Winston Hencely as Agent for Vicki Hencely Fountain & Michael Fountain requests to rezone 12.66 acres from AR-1 & AR-2 to AR-1 & AR-2, to allow for a recombination of parcels. Located at 3033 Ebenezer Road & 550 Exley Road South. Map# 471 Parcels# 22 & 49

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 12.66 acres from AR-1 & AR-2 to AR-1 & 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. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicants currently have two parcels. 471-22 is 5 acres, and zoned AR-2. 471-49 is 7.66 acres, and zoned AR-1.
- They wish to combine the acreage, and resubdivide into an 11.04-acre AR-1 parcel (471-49) and a 1.62-acre AR-2 parcel (471-22).
- At the June 13 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 12.66 acres from AR-1 & AR-2 to AR-1 & AR-2, with the following conditions:
  1. The lots shall meet the requirements of the AR-1 and AR-2 zoning districts.
  2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request to rezone 12.66 acres from AR-1 & AR-2 to AR-1 & AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-1 and AR-2 zoning districts.
   2. Recombination plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 12.66 acres from AR-1 & AR-2 to AR-1 & AR-2

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

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

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 471-22 & 49
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 471-22 & 49

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 WINSTON HENCELY AS AGENT FOR VICKI HENCELY FOUNTAIN & MICHAEL FOUNTAIN has filed an application to rezone twelve and sixty-six hundredth (12.66) +/- acres; from AR-1 & AR-2 to AR-1 & AR-2 to allow for a recombination of parcels; map and parcel number 471-22 & 49, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on July 19, 2022 and notice of said hearing having been published in the Effingham County Herald on June 22, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on May 25, 2022; and

IT IS HEREBY ORDAINED THAT twelve and sixty-six hundredth (12.66) +/- acres; map and parcel number 471-22 & 49, located in the 4th commissioner district is rezoned from AR-1 & AR-2 to AR-1 & AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-1 and AR-2 zoning districts.
2. Minor subdivision plat must be approved by Development Services and Environmental Health, 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
Subject: Rezone (Fourth District)

Author: Teresa Concannon, AICP, Planning & Zoning Manager

Department: Development Services

Meeting Date: July 19, 2022

Item Description: Braly Investments as Agent for Lamar Allen requests to rezone 15.32 of 96.42 acres from AR-1 to R-6 to allow for a 30-lot single family residential development. Located on Courthouse Road Map# 390 Parcel# 1

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 15.32 of 96.42 acres from AR-1 to R-6 to allow for a single family residential development, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- Pursuant to Section 5.8 R-6 Single Family Residential District, the zoning district can be permitted when municipal or county water and sewer service is adjacent to the parcel and capacity is available.
- The proposed 30-lot development will be served by City of Springfield water and sewer, and will be accessed from one entrance on Courthouse Road.
- At the June 13 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 15.32 acres from AR-1 to R-6, with the following conditions:
  1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
  2. Applicant/owner must obtain a Timber Permit prior to removal of trees.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request requests to rezone 15.32 of 96.42 acres from AR-1 to R-6 to allow for a single family residential development, with the following conditions:

   1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
   2. Applicant/owner must obtain a Timber Permit prior to removal of trees.
   3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.

2. Deny the request to rezone 15.32 of 96.42 acres from AR-1 to R-6.

Recommended Alternative: 1  Other Alternatives: 2

Department Review: Development Services  FUNDING: N/A

Attachments: 1. Rezoning application and checklist  4. Plat
2. Ownership certificate/authorization  5. Aerial photograph
3. Water-Sewer Agreement  6. Deed
ATTACHMENT A - REZONING AMENDMENT APPLICATION

Application Date: 5/3/2022

Applicant/Agent: Braly Investments / Brandon Long

Applicant Email Address: jbrandonlong@gmail.com

Phone #: 912-655-6724

Applicant Mailing Address: PO Box 1655

City: Springfield State: GA Zip Code: 31329

Property Owner, if different from above: Lamar Allen

Owner's Email Address (if known): 

Phone #: 

Owner's Mailing Address: 5457 HWY 119 N

City: CLYO State: GA Zip Code: 31303

Property Location: Courthouse Road

Proposed Road Access: Courthouse Road

Present Zoning of Property: AR-1 Proposed Zoning: R-6

Tax Map-Parcel # 03900001 Total Acres: 99.42 (GIS) Acres to be Rezoned: 15.32

Lot Characteristics: wooded, undeveloped

WATER

_____ Private Well

✓ Public Water System

SEWER

_____ Private Septic System

✓ Public Sewer System

If public, name of supplier: Effingham County

Justification for Rezoning Amendment:

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

North R-1, R-6 South AR-1, AR-2 East AR-1 West AR-1

Rev 05052021
1. Describe the current use of the property you wish to rezone.
The property is currently wooded and undeveloped.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
It has limited economic use as timber land. Several single family residential developments have recently been constructed in close proximity to this parcel and City of Springfield utilities are available so it would have more reasonable economic use as single family residential.

3. Describe the use that you propose to make of the land after rezoning.
The intended use of the property is R-6 single family residential development.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
Properties adjacent to the south and east have been used as timberlands. Properties across Courthouse Rd have been being used as residential and timberlands. Properties adjacent to the north have recently been developed into residential communities.

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?
Several residential developments have been constructed in close proximity of this property over the last few years on surrounding properties.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
More residential units will increase traffic, add more taps for utilities, and potentially put more children in school, however, due to the small size of this development these increases are not considered excessive or burdensome. City of Springfield has adequate capacity to serve the development with water and sewer.

Applicant Signature: [Signature]
Date 5/5/22
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

12/29/2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2753 page 682.

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 9 day of MAY 22.

Donna Lee
Notary Public, State of Georgia

Rev 05052021
**AUTHORIZATION OF PROPERTY OWNER**

I, Lamar Allen, 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: BRALY INVESTMENTS

Applicant/Agent Address: PO BOX 1655

City: SPRINGFIELD State: GA Zip Code: 31329

Phone: 912-655-6724 Email: lbrandlong@gmail.com

Owner's signature: [Signature]

Print Name: [Print Name]

Personally appeared before me ____________________________ (Owner print)

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

Sworn and subscribed before me this 9 day of MAY, 2022.

Donna Lee

Notary Public, State of Georgia

Rev 05052021
QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 29th day of December, 2021 between JAG OF EFFINGHAM COUNTY, LLC, a Limited Liability Company organized and existing under the Laws of the State of Georgia, of the FIRST PART, and F. LAMAR ALLEN of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby bargain, sell, and by these presents remise, release, and forever QUIETCLAIM to the SECOND PARTY, his heirs, executors, administrators and assigns, all the right, title, interest, claim, options and demands, which the said FIRST PARTY has or may have in and to the following real estate, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing Ninety-Six and Forty-Two hundredths (96.42) acres, more or less, and being designated as Parcel One (1) as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the North by lands of John Charles Unlimited, LLC; on the East-Southeast by Parcel Two (2), being lands of Thomas G. Allen and by lands of Shirley B. Palmer Estate; on the South by lands of Nettes; by lands of Newton and by lands of Faulk; on the West-Northwest by Courthouse Road.

Express reference is hereby made to the plat of said lands made by Warren E. Roebrous, R.L.S. #1953, dated November 28, 2021 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 29, Page 233, for better determining the metes and bounds of said lands herein conveyed.

SUBJECT, to restrictive covenants and easements of record.

SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.

TO HAVE AND TO HOLD the said described real estate to the said SECOND PARTY so that neither the FIRST PARTY nor its successors or assigns, nor any person claiming under them shall at any time, by any means, have claim or demand or right or title to the aforesaid real estate or appurtenances, or right thereof.

IN WITNESS WHEREOF, FIRST PARTY has caused this QUIETCLAIM deed to be duly executed by its appropriate officers thereto duly authorized, its corporate seal affixed and delivered these presents the day and year first above written.

JAG OF EFFINGHAM COUNTY, LLC
By: ___________________________ (SEAL)
F. LAMAR ALLEN, Managing Member

By: ___________________________ (SEAL)
BETTY A. SHILES, Managing Member

By: ___________________________ (SEAL)
THOMAS G. ALLEN, Managing Member

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Official Witness - Notary Public

https://search.gsocca.org/imaging/HTML5Viewer.aspx?id=8032957&key1=2753&key2=682&county=51&countyname=EFFINGHAM&userid=34458&...
SURVEYOR'S CERTIFICATION
The plot is a retraction of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plots 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, COMPLIANCE WITH LOCAL REGULATION OR REQUIREMENTS OR SUITABILITY FOR ANY USE FOR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plot 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.G.A. Section 15-6-67.

DATE: NOVEMBER 28, 2021
By: Warren E Pothress
Registered Land Surveyor No. 1953
Address: 991 Hunters Road
Sylvania, Georgia 30467
Cell Phone – 912-531-1143
Telephone: 912-857-3288
Equipment: Sokkia GRS2 – GPS Topcon 303
FINAL PLAT CLOSURE – 4/12/44
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 Braly Investments as Agent for Lamar Allen – (Map # 390 Parcel # 1) from AR-1 to R-6 zoning.

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

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

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

Yes No 4. Does the property which is proposed to be rezoned have a 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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ☒ DISAPPROVAL ☐

Of the rezoning request by applicant Braly Investments as Agent for Lamar Allen – (Map # 390 Parcel # 1) from AR-1 to R-6 zoning.

1. Is this proposal inconsistent with the county’s master plan? [Yes ☐ No ☒]
2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools? [Yes ☐ No ☒]
3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards? [Yes ☐ No ☒]
4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning? [Yes ☐ No ☒]
5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property? [Yes ☐ No ☒]
6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property? [Yes ☐ No ☒]
7. Are nearby residents opposed to the proposed zoning change? [Yes ☐ No ☒]
8. Do other conditions affect the property so as to support a decision against the proposal? [Yes ☐ No ☒]
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The Effingham County Planning Commission recommends:

- [ ] APPROVAL
- [ ] DISAPPROVAL

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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?
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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____ DISAPPROVAL _____

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  X  DISAPPROVAL

Of the rezoning request by applicant Braly Investments as Agent for Lamar Allen – (Map # 390 Parcel # 1) from AR-1 to R-6 zoning.

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

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

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

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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?
Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022

Item Description: Braly Investments as Agent for Lamar Allen requests to rezone 15.32 of 96.42 acres from AR-1 to R-6 to allow for a 30-lot single family residential development. Located on Courthouse Road Map# 390 Parcel# 1

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 15.32 of 96.42 acre from AR-1 to R-6 to allow for a single family residential development, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- Pursuant to Section 5.8 R-6 Single Family Residential District, the zoning district can be permitted when municipal or county water and sewer service is adjacent to the parcel and capacity is available.
- The proposed 30-lot development will be served by City of Springfield water and sewer, and will be accessed from one entrance on Courthouse Road.
- At the June 13 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 15.32 acres from AR-1 to R-6, with the following conditions:
  1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
  2. Applicant/owner must obtain a Timber Permit prior to removal of trees.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request requests to rezone 15.32 of 96.42 acre from AR-1 to R-6 to allow for a single family residential development, with the following conditions:
   1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
   2. Applicant/owner must obtain a Timber Permit prior to removal of trees.
   3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.

2. Deny the request to rezone 15.32 of 96.42 acre from AR-1 to R-6.

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.
390-1
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
390-1

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS BRALY INVESTMENTS AS AGENT FOR LAMAR ALLEN has filed an application to rezone fifteen and thirty-two hundredth (15.32) +/- acres; from AR-1 to R-6 to allow for a single family residential development; map and parcel number 390-1, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on July 19, 2022 and notice of said hearing having been published in the Effingham County Herald on June 22, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on May 25, 2022; and

IT IS HEREBY ORDAINED THAT fifteen and thirty-two hundredth (15.32) +/- acres; map and parcel number 390-1, located in the 4th commissioner district is rezoned from AR-1 to R-6, with the following conditions:

1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
2. Applicant/owner must obtain a Timber Permit prior to removal of trees.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: WESLEY CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: _____________

_________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Sketch Plan (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022

Item Description: Braly Investments as Agent for Lamar Allen requests approval of a sketch plan for Hosswood Subdivision. Located on Courthouse Rd, zoned AR-1, proposed zoning R-6. Map# 390 Parcel# 1

Summary Recommendation
Staff has reviewed the application, and recommends approval of a sketch plan for Hosswood Subdivision.

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.

- The 30-unit single family residential development will be served by Springfield water and sewer. The water-sewer agreement has been approved.

- The development will be accessed from one entrance on Courthouse Road. There are stub outs to the east and to the south, for connection to future development.

- The parcel is 15.32 total acres. 1.4 acres is undevelopable wetlands. The 13.92-acre upland area includes slightly more than 15% common open space (2.26ac).

- Minimum lot size is 8,500 sf; side setbacks will be 7.5’. There will be a maximum of 1.96 dwellings per gross acreage (15.32ac total); 2.2 units per net acreage (13.932ac buildable).

- Two off-street parking spaces will be provided for each lot, with additional parking at amenity and mail kiosk sites. The development will include open space with benches, a playground, and a ball field.

- Sidewalks will be 4’ wide, and will be installed throughout the neighborhood.

- The pre-application meeting was held on April 28, 2022, and the open space, parking, and connectivity to adjacent parcels were discussed.

- Staff will follow-up with a Notice to Proceed summarizing requirements and recommendations.

- At the June 13 Planning Board meeting, Brad Smith made a motion to approve the sketch plan for Hosswood Subdivision.

  The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives
1. Approve the sketch plan for “Hosswood Subdivision”.
2. Deny the sketch plan for “Hosswood Subdivision”.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A

Attachments: 1. Sketch Plan Application 3. Aerial Photograph
EFFINGHAM COUNTY
SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY
Date Received: ________________ Project Number: ________________ Classification: ________________

Date Reviewed: ________________ Reviewed by: ________________

Proposed Name of Subdivision: 390-1 Tract Subdivision

Name of Applicant/Agent: Brandon Long Phone: 912-655-6724

Company Name: Braly Investments

Address: PO Box 1655 Springfield GA 31329

Owner of Record: Lamar Allen Phone: ________________

Address: 5457 Hwy 119 N, Springfield, GA 31329

Engineer: EMC Engineering Services, Inc. Phone: 912-644-3207

Address: 27 Chatham Center South, Suite A Savannah GA 31405

Surveyor: Phone: ________________

Address: ________________

Proposed water supply: City of Springfield Proposed sewer: City of Springfield

Total acreage of property: 96.42 Acreage to be divided: 15.32 Number of Lots Proposed: 30

Current Zoning: AR-1 Proposed Zoning: R-6 Tax map, Block, Parcel No: 03000001

Are any variances requested? No If so, please describe: ________________

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

This 9 day of May, 2002

Applicant

Donna Lee

Notary

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

Page 2 of 3

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<tr>
<td>✓</td>
<td>7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).</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 **9** day of **MAY**, **2022**

*Donna Lee*

Notary

Date: **4/11/2006**
State of Georgia
County of Effingham

WATER AND SEWER SERVICE AGREEMENT

This Water and Sewer Service Agreement (the “Agreement”) is made and entered into this 10 day of May, 2022, by and between Braly Investments, LLC (hereinafter referred to as “Developer”), a Georgia limited liability company existing and organized under the laws of the State of Georgia having its principal place of business at 453 Stillwell Road, Springfield, Georgia, and the City of Springfield, Georgia (hereinafter referred to as the “the City”), a municipal corporation having a principal place of business at 130 S. Laurel Street, Springfield, Georgia 31329.

RECITALS:

WHEREAS, the Developer is the owner/lessor/developer of real property consisting of approximately 15 acres (County tax map 390, parcel 1) located at 0 Courthouse Road, Effingham County, Georgia (hereinafter the “Property”); and

WHEREAS, the Property is not located within the City’s corporate boundaries, but is located within the City’s water and sewer service delivery area; and

WHEREAS, Developer plans to develop a residential subdivision on the PROPERTY consisting of approximately 30 residential or equivalent residential units, as shown on the attached drawing entitled “Hoswood Subdivision”, prepared by EMC Engineering Services, LLC and dated April 5, 2020; and
WHEREAS, the Developer desires that the City serve the Property with potable water and sanitary sewer services; and

WHEREAS, in order to serve the Property with potable water and sanitary sewer services, the City’s existing water and sanitary sewer systems will require certain additions, extensions, improvements, and/or modifications by the Developer (all additions, extensions, improvements, modifications and all related infrastructure and equipment contemplated herein are collectively referred to as the “Systems”, and all work related to the design, installation and construction of the Systems is collectively referred to as the “Project”); and

WHEREAS, Developer desires certain commitments from the City in regard to the Systems; and

WHEREAS, the City finds that the provision of potable water and sanitary sewer services to the Property is consistent with and in furtherance of the goals and purposes of the City, and is in the public interest;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein made, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

SECTION 1. Obligations and additional recitals of the Parties.

The recitals listed above are hereby incorporated by reference.

1.1 General
Developer shall be responsible to ensure the Project and Systems conform to City standards, specifications, and regulations.

1.2 Project Engineer

Developer shall retain a competent professional engineer registered in the State of Georgia ("the Project Engineer") to prepare the engineering design for the Systems.

1.3 City's Engineer

The City shall retain a competent professional engineer registered in the State of Georgia ("the City's Engineer") to perform the reviews and inspections described in this Agreement. The City's Engineer shall not be an employee, partner or co-worker of the Project Engineer, nor shall he or she hold a financial interest in the firm at which the Project Engineer is employed.

1.4 Costs

All design, construction, engineering, inspection, and testing costs, and all other costs of any kind incurred in connection with the design and construction of the Systems, and all costs incurred in complying with the provisions of this Agreement shall be borne by the Developer, including without limitation the cost of the work to be performed by the City's Engineer.

1.5 Pre-construction Phase

Prior to commencement of construction of the Systems:

The City's Engineer shall review the plat(s), plans, and any other documents reasonably deemed necessary by the City's Engineer to confirm that the Systems as designed will meet the City's specifications, regulations, and standards. The Project
Engineer shall cooperate with the City's Engineer to include providing all documents reasonably requested by the City's Engineer. Developer shall reimburse the City for the cost of the City's Engineer's review of the plat(s), plans and other documents in the amount specified in the City's Fee Schedule. If construction of the Systems commences before the City's Engineer has issued written confirmation that the Systems as designed will meet the City's specifications, regulations, and standards, the City's obligations under this Agreement shall terminate and Developer's rights under this Agreement shall be forfeited.

1.6 Construction Phase

Developer shall be responsible to provide resident inspection by the Project Engineer during construction of the Systems.

If the location, design or installation of the Systems materially deviates from the items noted on the recordable plat(s) the Developer provided to the City prior to commencement of construction, the Developer shall immediately notify the City's Engineer of the material deviation and shall submit a revised plat(s) to the City's Engineer which reflects the material deviation. Construction of any material deviation shall not proceed until the City's Engineer has issued written confirmation that design of the Systems as modified will meet the City's specifications, regulations, and standards. Developer shall reimburse the City for the cost of the City's Engineer's review of the revised plat(s) described in this paragraph in the amount specified in the City's Fee Schedule.
1.7 Upon completion of construction

After construction of the Systems is complete, Developer shall provide to the City a statement from the Project Engineer certifying that the materials and workmanship of the Systems constructed, including without limitation pipes, bedding, thrust blocks, valves, fire hydrants, manholes, lift station equipment and other related materials and work has been constructed in accordance with the plans that were approved by the City's Engineer during the Pre-Construction Phase (or, if applicable, approved by the City's Engineer during the Construction Phase). Upon request of the City or City’s Engineer, Final Project Approval shall be contingent upon the Project Engineer’s substantiation by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and any other tests reasonably required by the City or City’s Engineer if and when these are requested.

Further, after construction of the Systems is complete, Developer shall provide to the City recordable plat(s) in recordable form in a format agreeable to the City showing the location of all Systems within the public easements and/or rights-of-way owned or to be owned by the City. Developer shall provide separate recordable plats for each Phase. Should the Developer fail to provide the plat(s), the City shall not authorize a building permit or water meter to any property to be served by the Systems, nor will the City accept dedication of the Systems.
1.8 **Dedication for acceptance by the City.**

Upon:

(a) Developer’s completion of construction of the Systems and all related facilities;

(b) Developer’s payment of all fees related to the City’s Engineer’s review and inspections, as well as all other applicable fees;

(c) Developer’s provision of the bond/security referenced in Sec. 2 of this Agreement;

(d) Developer’s provision of “asbuilt” drawings per City specifications.

(e) if any portion of the Systems to be dedicated to the City are located in property or rights-of-way not owned by the City, Developer’s provision to the City of easements adequate to enable the City to operate and maintain the Systems in perpetuity;

(f) if any portion of the Systems are located in property or rights of way owned by a government entity other than the City, Developer’s provision to the City of written confirmation approved and executed by the governing body of that government entity that the City shall be the owner of the Systems if the City accepts dedication thereof;

(g) Developer’s submission to the City of a written request that it accept dedication of the Systems; and

(h) the Projects Engineer’s certification:

i). that the Systems have been constructed in accordance with the plans(s) that were approved by the City’s Engineer during the Pre-Construction Phase (or, if applicable, during the Construction Phase);
ii). that the Systems are adequately designed, and conform to the City's standards, specifications, and regulations;

iii). that all documents Developer or the Project Engineer were required to submit under this Agreement have been submitted; and

iv) that the easements are adequate to enable the City to operate and maintain all portions of the Systems to be dedicated to the City,

the Mayor and Council shall, subject to approval of the City Staff and City's Engineer, vote to enter into a Utility Systems Dedication Agreement with the Developer to accept title to, and assume responsibility for maintenance and operation of, those portions of the Systems that are located within public easements and rights-of-way. The City will only accept dedication of those portions of the Systems that are located within public easements and rights-of-way for which the City has an express, recorded right of access and maintenance, which acceptance shall include all rights, title and interest that the Developer has in the Systems serving the Property and also all easements and/or rights-of-way required for the purpose of operation and maintenance thereof. Nothing in this Agreement shall prohibit the City from accepting dedication of the Systems in phases.


For all of the Systems that Developer seeks to dedicate to the City, it shall provide a bond. The bond shall be available for a one year period from the date on which the City Council votes to accept title to the Systems. In the event any portion(s) of the Systems accepted by the City fail or malfunction in any way within one year of the
City's acceptance of dedication of the same, the City shall have the right to reimbursement of all costs to repair the same through the bond if the failure or malfunction is attributable to the action(s) or inaction(s) of the Developer or its agents, employees, contractors, or subcontractors.

SECTION 3. Term.

The City shall have no further obligations under this Agreement, and Developer shall forfeit all of its rights under this Agreement if:

(a) construction of the Systems has not begun within one year of execution of this Agreement;

(b) there is a one (1) year period in which no construction of the Systems occurs; or

(c) Developer defaults on its obligations under this Agreement and fails to cure the same within thirty calendar days after written notice thereof.

SECTION 4. Fees.

As development proceeds under the terms of this Agreement, and at the time of issuance of each meter, and as a condition precedent to issuance of the same, Developer shall be charged and shall pay:

(a) a sanitary sewer capital cost recovery fee for each residential or equivalent residential unit ($5,500.00);

(b) a water capital cost recovery fee for each residential or equivalent residential unit ($2,500.00); and
(c) a water meter installation fee paid for each residential or equivalent residential unit based on those fees in effect at the time of the water and/or sewer connection.

A monthly water and sewer user fee will then apply according to usage and current rates. No water meter will be issued or installed until all applicable fees are paid.

After five years from the date of this Agreement, the City of Springfield shall have the right to adjust all fees related to water and sewer services, provided however that the capital cost recovery fees shall not increase to an amount that exceeds the amount charged to properties located within the corporate boundaries of the City of Springfield.

SECTION 6. No right to reimbursement.

Developer acknowledges and agrees that to the extent any of the Systems constitute extensions of City water or sewer infrastructure, such extensions will only serve the Property. Therefore, Developer acknowledges and agrees that it shall have no right to reimbursement of its expenditures from the City or from any funds or accounts owned or maintained by the City.

SECTION 7. Compliance with Laws.

Developer shall comply with all existing and future City requirements relating to the connection to and use of the City's water and sewer systems. Subject to the provisions of Section 4 of this Agreement, all provisions of law now or hereafter in
effect relating to water and sewer service by the City of Springfield shall be applicable to this Agreement.

SECTION 8. Governing Law; Forum Selection.

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.

SECTION 9. Entire Agreement.

Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

SECTION 10. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by the Parties to this Agreement.

SECTION 11. No Waiver.

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.
SECTION 12. Effect of Partial Invalidity.

If any one or more of the provisions contained herein is held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein unless the intent of this Agreement cannot be carried out in the absence of such provision. In this regard, the provisions of Section 6, titled “No right to reimbursement” is a material provision for which the intent of this Agreement cannot be carried out in its absence.

SECTION 13. Paragraph Headings.

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.


Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the CITY: City of Springfield
c/o City Manager Matt Morris
130 S. Laurel Street
Springfield, Georgia 31329

If to DEVELOPER: Braly Investments, LLC
c/o Brandon Long
SECTION 15. Indemnity

Developer acknowledges and agrees that the work it performs under this Agreement is performed by it and those it retains for its sole benefit. Developer therefore covenants not to sue and agrees to hold the City harmless for any claims and damages allegedly incurred as a result of the work contemplated hereunder, including without limitation work associated with the tie-in to existing City water systems and sanitary sewer systems. Developer further covenants and agrees that the City shall not be liable to Developer for any damages, whether general, special, or consequential, and whether for economic losses, diminution in value, or in any other form.

SECTION 16. Assignment.

This Agreement may not be assigned or transferred in whole or in part by the Developer without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Failure to obtain the City's approval of any assignment of this Agreement shall terminate the City's obligations and shall forfeit the Developer's rights hereunder. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

SECTION 17. Construction of Agreement.

The Parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement therefore 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.

IN WITNESS WHEREOF the Developer has executed these presents under seal, and the City has caused these presents to be executed by its proper officer under seal, affixed, this 10th day of May, 2022.

THE CITY OF SPRINGFIELD

BY: Barton Alderman
Mayor, City of Springfield

ATTEST: Jennifer Y. Smith
Clerk of Council, City of Springfield

 Investments, LLC
BY: John Brandon Long
Registered Agent

Sworn to and subscribed before me this 12th day of May, 2022.

DEMA CUTFCHES
NOTARY PUBLIC

Sworn to and subscribed before me this 12 day of May, 2022.

DARLENE SEAGROVE
NOTARY PUBLIC
Staff Report

Subject: Rezone (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022
Item Description: Linda Sims as Agent for Eric Edwards to rezone 7.01 acres from I-1 to B-3 to allow for commercial development. Located at 1204 Mill Pond Road. Map# 446 Parcel# 7C

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 7.01 acres from I-1 to B-3 to allow for commercial development, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The proposed use is sales and storage of overhead garage doors, and associated business activities, which is permitted in the B-3 Highway Commercial District. B-3 is compatible with the surrounding area, which includes industrial and residential development.
- The property is in the Springfield water & sewer service delivery area, but will be served by private well and septic system.
- The proposed development will include two buildings (3,200 sf & 6,000 sf) initially, as well as a future 3,250 sf building.
- A 30’ vegetative buffer is required between the AR and B districts, and a 50’ vegetative buffer between B and Industrial districts.
- At the June 13 Planning Board meeting, Peter Higgins made a motion to approve the request to rezone 7.01 acres from I-1 to B-3, with the following conditions:
  1. The lot shall meet the requirements of the B-3 zoning district.
  2. A Sketch Plan must be submitted for approval.
  3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request to rezone 7.01 acres from I-1 to B-3 to allow for commercial development, with conditions:
   1. The lot shall meet the requirements of the B-3 zoning district.
   2. A Sketch Plan must be submitted for approval.
   3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.

2. Deny the request to rezone 7.01 acres from I-1 to B-3

Recommended Alternative: 1  Other Alternatives: 2

Department Review: Development Services  FUNDING: N/A
   2. Ownership certificate/authorization  4. Aerial photograph
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: May 10, 2022

Applicant/Agent: Linda Sims

Applicant Email Address: lsims@ccf-sav.com

Phone #: 912-200-3041

Applicant Mailing Address: 1480 Chatham Parkway, Suite 100

City: Savannah, State: GA Zip Code: 31405

Property Owner, if different from above: Eric Edwards / K & M Effingham Properties, LLC

Owner’s Email Address (if known): eedwards@actionhd.com

Phone #: 912-659-8352

Owner’s Mailing Address: P.O. Box 249

City: Rincon, State: GA Zip Code: 31326

Property Location: 1204 Mill Pond Rd. Rincon, GA 31326

Proposed Road Access: GA Hwy. 275 (Ebenezer Rd.)

Present Zoning of Property: I-1 Proposed Zoning: B-3

Tax Map-Parcel #: 04460007C Total Acres: 7.01 Acres to be Rezoned: 7.01

Lot Characteristics: Primarily vacant, foundation of former structure, existing septic tank and drain field and well.

WATER

☑ Private Well

SEWER

X Private Septic System

☑ Public Water System

Public Sewer System

If public, name of supplier: N/A Letter from the city of Springfield

Justification for Rezoning Amendment: Proposed use is better suited for a commercial designation, and buffer relief.

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 Mill Pond Rd and Rail R.O.W.

Rev 01132022
1. Describe the current use of the property you wish to rezone.

   Current use is vacant, with the exception of an existing building foundation, septic tank and well.

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

   Current zoning requires 300’ to residentially zoned properties and creates a developable area of 0.87 acres out of the total 7.01 acres.

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

   The proposed use will be the location of (2) businesses with a future sales/showroom building.

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

   The property to the north is Rincon Fire Station #2 and various industrial warehouses and businesses. The property to the south and east is undeveloped with a residential classification. To the west is a County R.O.W that is a gravel road, beyond that is a Rail R.O.W.

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

   This zoning will be a good transitional density zoning for the adjacent properties in a corridor that has industrial uses. It will be a suitable step down from intense industrial to residential properties.

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

   The proposed zoning and businesses will not have an impact to the existing streets, the deliveries will be with smaller (box) trucks. The applicant is requesting the use of a septic system and well since this property will not be served by the local provider. The businesses will not impact the enrollment of the existing schools.

Applicant Signature: [Signature] Date 5-10-22
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 8/25/2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2719, page 270-270.

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 Eric J. EDWARDS

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 10th day of May 2022.

Emily Greene
Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I, Eric Edwards, 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: Linda Sims / Coleman Company, Inc.

Applicant/Agent Address: 1480 Chatham Parkway, Suite 100

City: Savannah. State: GA Zip Code: 31405

Phone: 912-205-3041 Email: lsims@cci-sav.com

Owner's signature: [Signature]

Print Name: Eric S. Edwards

Personally appeared before me Eric Edwards (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 16th day of May, 20___

[Notary Public Stamp]

Emily Green
Notary Public, State of Georgia
1204 MILL POND
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL______  DISAPPROVAL______

Of the rezoning request by applicant Linda Sims as Agent for K & M Properties, LLC – (Map # 446 Parcel # 7C) from L-1 to B-3 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – May, 2022
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

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<th>APPROVAL</th>
<th>DISAPPROVAL</th>
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Of the rezoning request by applicant **Linda Sims as Agent for K & M Properties, LLC**—(Map # 446 Parcel # 7C) from **L-1** to **B-3** zoning.

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

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

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

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

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

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

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

Yes  No  8. Do other conditions affect the property so as to support a decision against the proposal?
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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Of the rezoning request by applicant Linda Sims as Agent for K & M Properties, LLC – (Map # 446 Parcel # 7C) from L-1 to B-3 zoning.

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

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

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

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

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

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

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

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

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider: each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_______

DISAPPROVAL_______

Of the rezoning request by applicant **Linda Sims as Agent for K & M Properties, LLC – (Map # 446 Parcel # 7C) from I-1 to B-3 zoning.**

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

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

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

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

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

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

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

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

Planning Board Meeting – May 4, 2022
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

[ ] APPROVAL [ ] DISAPPROVAL

Of the rezoning request by applicant Linda Sims as Agent for K & M Properties, LLC - (Map # 446 Parcel # 7C) from I-1 to B-3 zoning.

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

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

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

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

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

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

Yes [ ] No [x] 8. Do other conditions affect the property so as to support a decision against the proposal?
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022
Item Description: Linda Sims as Agent for Eric Edwards to rezone 7.01 acres from I-1 to B-3 to allow for commercial development. Located at 1204 Mill Pond Road. Map# 446 Parcel# 7C

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 7.01 acres from I-1 to B-3 to allow for commercial development, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The proposed use is sales and storage of overhead garage doors, and associated business activities, which is permitted in the B-3 Highway Commercial District. B-3 is compatible with the surrounding area, which includes industrial and residential development.
- The property is in the Springfield water & sewer service delivery area, but will be served by private well and septic system.
- The proposed development will include two buildings (3,200 sf & 6,000 sf) initially, as well as a future 3,250 sf building.
- A 30’ vegetative buffer is required between the AR and B districts, and a 50’ vegetative buffer between B and Industrial districts.
- At the June 13 Planning Board meeting, Peter Higgins made a motion to approve the request to rezone 7.01 acres from I-1 to B-3, with the following conditions:
  1. The lot shall meet the requirements of the B-3 zoning district.
  2. A Sketch Plan must be submitted for approval.
  3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request to rezone 7.01 acres from I-1 to B-3 to allow for commercial development, with conditions:
   1. The lot shall meet the requirements of the B-3 zoning district.
   2. A Sketch Plan must be submitted for approval.
   3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.

2. Deny the request to rezone 7.01 acres from I-1 to B-3

Recommended Alternative: 1 Other Alternatives: 2
Department Review: Development Services FUNDING: N/A
Attachments: 1. Zoning Map Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 446-7C
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 446-7C

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 SIMMS AS AGENT FOR ERIC EDWARDS has filed an application to rezone seven and one hundredth (7.01) +/- acres; from I-1 to B-3 to allow for commercial development; map and parcel number 446-7C, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on July 19, 2022 and notice of said hearing having been published in the Effingham County Herald on June 22, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on May 25, 2022; and

IT IS HEREBY ORDAINED THAT seven and one hundredth (7.01) +/- acres; map and parcel number 446-7C, located in the 5th commissioner district is rezoned from I-1 to B-3, with the following conditions:

1. The lot shall meet the requirements of the B-3 zoning district.
2. A Sketch Plan must be submitted for approval.
3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.

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
Conditional Use (Fifth District)
Teresa Concannon, AICP, Planning & Zoning Manager
Development Services
July 19, 2022
Linda Sims as Agent for Eric Edwards request a conditional use to allow for the repair and painting of aviation parts in B-3 zoning. Located at 1204 Mill Pond Road, zoned I-1, proposed zoning B-3. Map# 446 Parcel# 7C

Staff has reviewed the application, and recommends approval of the request for a conditional use to allow for the repair and painting of aviation parts in B-3 zoning, with conditions.

Executive Summary/Background
- Conditional Uses in the B-3 zoning district are outlined Appendix C – Zoning Ordinance, Article V-Uses Permitted in districts, Section 5.11.2
- While aviation parts are not specifically described as a conditional use, automotive paint and body shops are listed, and mirror the intended activity and intensity of use as described by the applicant
- A conditional use is necessary for the business to operate in B-3 zoning district. The alternative is to maintain I-1 zoning, which will not work due to buffer requirements.
- At the June 13 Planning Board meeting, Peter Higgins made a motion to approve the request for a conditional use to allow for the repair and painting of aviation parts in B-3 zoning.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request for a conditional use to allow for the repair and painting of aviation parts in B-3.
2. Deny the request for a conditional use.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: May 10, 2022

Applicant/Agent: Linda Sims

Applicant Email Address: Isims@cci-sav.com

Phone #: 912-200-3041

Applicant Mailing Address: 1480 Chatham Parkway, Suite 100

City: Savannah, State: GA Zip Code: 31405

Property Owner, if different from above: Eric Edwards / K & M Effingham Properties, LLC

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): edwards@actionohd.com

Phone #: 912-659-8352

Owner's Mailing Address: P.O. Box 249

City: Rincon, State: GA Zip Code: 31326

Property Location: 1204 Mill Pond Rd, Rincon, GA 31326

Present Zoning of Property: I-1 Tax Map Parcel #: 04460007C Total Acres: 7.01

Rezoning to B-3 application submitted 5-10-2022

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): Section 5.11.2

Reason: Conditional Uses in the B-3 Highway Commercial district - Automotive paint/body shops

How does request meet criteria of Section 7.1.6 (see Attachment C): The requested conditional use
is for painting and repair of aviation parts and will not be as intensive use as a automotive body shop.

Applicant Signature: ___________________________ Date: 5-10-22

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 8/25/2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2719 page 270-270.

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: E. Jeff
Print Name: Eric S. Edwards

Owner's signature:
Print Name:

Owner's signature:
Print Name:

Owner's signature:
Print Name:

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

Notary Public, State of Georgia

Emily Greene
AUTHORIZATION OF PROPERTY OWNER

I, Eric Edwards, 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: Linda Sims / Coleman Company, Inc.

Applicant/Agent Address: 1480 Chatham Parkway, Suite 100

City: Savannah. State: GA Zip Code: 31405

Phone: 912-200-3041 Email: lsims@cci-sav.com

Owner's signature: [signature]

Print Name: Eric S. Edwards

Personally appeared before me Eric Edwards (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 16th day of May 2023.

Notary Public, State of Georgia

[Stamp]
LIMITED
WARRANTY DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE made this 25th day of August, 2021, between N & W Enterprises, LLC, A Georgia Limited Liability Company, as party of the first part, hereinafter called Grantor, and K & M Effingham Properties, LLC, A Georgia Limited Liability Company, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as Parcel 5 (7.01 acres, more or less), as shown and more particularly described on that certain map or plat made by Adeph M. Mitchell, R.L.S. No. 1322, dated July 16, 2021 and recorded in Plat Book 29, Page 130 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 hereinafter and made a part hereof.

Subject, however, to all valid restrictions, easements, and rights of way of record.

This being a portion of the property conveyed by Warranty Deed from Weston Enterprises, Inc. and Thomas Neuhringer Leasing, Inc. to N&W Enterprises, LLC, dated June 8, 2006, recorded in Deed Book 1465, Page 25, aforesaid records.

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

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

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

Signed, sealed and delivered this 25th day of August, 2021, in the presence of:

Witness

Edward L. Newberry Jr.
Notary Public
Effingham County, GA
My Commission Expires June 21, 2024

N & W Enterprises, LLC
By: Richard A. Neuhringer, Sole Member
LIMITED
WARRANTY DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE made this 25th day of August, 2021, between N & W Enterprises, LLC, A Georgia Limited Liability Company, as party of the first part, hereinafter called Grantor, and K & M Effingham Properties, LLC, A Georgia Limited Liability Company, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as Parcel 3 (7.04 acre, more or less), as shown and more particularly described on that certain map or plat made by Adolf M. Michelle, R.L.S. No. 1333, dated July 16, 2021 and recorded in Plat Book 29, Page 130 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.

Subject, however, to all valid restrictions, easements, and rights of way of record.

This being a portion of the property conveyed by Warranty Deed from Weston Enterprises, Inc. and Thomas Neidlinger Logging, Inc. to N&W Enterprises, LLC, dated June 8, 2006, recorded in Deed Book 1465, Page 25, aforesaid records.

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

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

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

Signed, sealed and delivered this 25th day of August, 2021, in the presence of:

N & W Enterprises, LLC

By: Richard A. Neidlinger, Sole Member

EDWARD L. NEWBERRY JR
Notary Public, Effingham County, GA
My Commission Expires June 23, 2024
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022

Item Description: Linda Sims as Agent for Eric Edwards request a conditional use to allow for the repair and painting of aviation parts in B-3 zoning. Located at 1204 Mill Pond Road, zoned I-1, proposed zoning B-3. Map# 446 Parcel# 7C

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a conditional use to allow for the repair and painting of aviation parts in B-3 zoning, with conditions.

Executive Summary/Background
- Conditional Uses in the B-3 zoning district are outlined Appendix C – Zoning Ordinance, Article V-Uses Permitted in districts, Section 5.11.2
- While aviation parts are not specifically described as a conditional use, automotive paint and body shops are listed, and mirror the intended activity and intensity of use as described by the applicant
- A conditional use is necessary for the business to operate in B-3 zoning district. The alternative is to maintain I-1 zoning, which will not work due to buffer requirements.
- At the June 13 Planning Board meeting, Peter Higgins made a motion to approve the request for a conditional use to allow for the repair and painting of aviation parts in B-3 zoning.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request for a conditional use to allow for the repair and painting of aviation parts in B-3.
2. Deny the request for a conditional use.

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.
446-7C
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
446-7C
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 SIMS AS AGENT FOR ERIC EDWARDS has filed an application for a conditional use to allow for the repair and painting of aviation parts in B-3 zoning; map and parcel number 446-7C, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on July 19, 2022 and notice of said hearing having been published in the Effingham County Herald on June 22, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on May 25, 2022; and

IT IS HEREBY ORDAINED THAT a conditional use for repair and painting of aviation parts in B-3 zoning; map and parcel number 446-7C, located in the 5th commissioner district, is approved.

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

This _____ day of ______________, 20_____
Staff Report

Subject: Sketch Plan (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 19, 2022

Item Description: Linda Sims as Agent for Eric Edwards requests approval of a sketch plan for: “ACTION OVERHEAD DOOR WAREHOUSES”. Located at 1204 Mill Pond Road, zoned I-1, proposed zoning B-3. Map# 446 Parcel# 7C

Summary Recommendation
Staff has reviewed the application, and recommends approval of a sketch plan for “Action Overhead Door Warehouses”.

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. The proposed industrial development will be served by private well and septic system, as Springfield has declined service.
- The property is in the Springfield water & sewer service delivery area, but will be served by private well and septic system.
- The proposed development will include two buildings (3,200 sf & 6,000 sf) initially, as well as a future 3,250 sf building.
- A 30’ vegetative buffer is included between the AR and B districts, and a 50’ vegetative buffer between B and Industrial districts.
- At the March 3, 2022 pre-application meeting, we discussed buffers, stormwater management, the site development review process, and access management.
- The commercial development will be served by a single driveway on Ebenezer Road, with no access to Mill Pond Road. Access to Ebenezer Road / Hwy 275 will require a GDOT encroachment permit.
- Staff will follow-up with a Notice to Proceed summarizing requirements and recommendations.
- At the June 13 Planning Board meeting, Peter Higgins made a motion to approve the sketch plan for Action Overhead Door Warehouses.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the sketch plan for “Action Overhead Door Warehouses”.
2. Deny the sketch plan for “Action Overhead Door Warehouses”.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A

EFFINGHAM COUNTY
SKETCH PLAN SUMITTAL FORM

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

Proposed Name of Subdivision ____________________________

Name of Applicant/Agent_ Linda Sims _ Phone_ 912-200 3041
Company Name: Coleman Company, Inc
Address 1480 Chatham Parkway Savannah, GA 31405
Owner of Record Ki M Effingham Properties Phone 912-659-8352
Address P.O. Box 249 Rincon, GA 31326
Engineer Coleman Company Inc Phone (912) 200 3041
Address 1480 Chatham Parkway Suite 100 Savannah, GA 31405
Surveyor Adolph N. Michelin Assoc. Phone (912) 839-3972
Address Toa Sandy Ridge Rd. Sylvania, GA 30467

Proposed water DEEP WELL Proposed sewer SEPTIC TANK
Total acreage of property 7.01 Acreage to be divided N/A Number of Lots Proposed N/A
Current Zoning Proposed Zoning N/A Tax map – Block – Parcel No 044-0007-3
Are any variances requested? YES If so, please describe: Reduction of 300' Buffer to Residentially zoned property to 25'

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 MARCH, 2022

[Signature] [Signature]
Applicant Owner

Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023

EFFINGHAM COUNTY
SKETCH PLAN CHECKLIST

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

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

<table>
<thead>
<tr>
<th>Office Use</th>
<th>Applicant Use</th>
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<tbody>
<tr>
<td>(a) Project Information:</td>
<td></td>
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<tr>
<td>✓ 1. Proposed name of development.</td>
<td></td>
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<tr>
<td>✓ 2. Names, addresses and telephone numbers of owner and applicant.</td>
<td></td>
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<tr>
<td>✓ 3. Name, address and telephone number of person or firm who prepared the plans.</td>
<td></td>
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<tr>
<td>✓ 4. Graphic scale (approximately 1&quot;=100') and north arrow.</td>
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<tr>
<td>✓ 5. Location map (approximately 1&quot; = 1000').</td>
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<tr>
<td>✓ 6. Date of preparation and revision dates.</td>
<td></td>
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<tr>
<td>7. Acreage to be subdivided. n/A</td>
<td></td>
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<tr>
<td>(b) Existing Conditions:</td>
<td></td>
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<tr>
<td>✓ 1. Location of all property lines.</td>
<td></td>
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<tr>
<td>✓ 2. Existing easements, covenants, reservations, and right-of-ways.</td>
<td></td>
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<tr>
<td>✓ 3. Buildings and structures. n/A</td>
<td></td>
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<tr>
<td>✓ 4. Sidewalks, streets, alleys, driveways, parking areas, etc.</td>
<td></td>
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<tr>
<td>✓ 5. Existing utilities including water, sewer, electric, wells and septic tanks.</td>
<td></td>
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<tr>
<td>✓ 6. Natural or man-made watercourses and bodies of water and wetlands. n/A</td>
<td></td>
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<td>✓ 7. Limits of floodplain. n/A</td>
<td></td>
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<tr>
<td>✓ 8. Existing topography.</td>
<td></td>
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<tr>
<td>✓ 10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).</td>
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<tr>
<td>(c) Proposed Features:</td>
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<td>✓ 1. Layout of all proposed lots.</td>
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<tr>
<td>✓ 2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).</td>
<td></td>
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<tr>
<td>✓ 3. Proposed zoning and land use.</td>
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<tr>
<td>✓ 4. Existing buildings and structures to remain or be removed.</td>
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<tr>
<td>✓ 5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.</td>
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<td>✓ 6. Proposed retention/detention facilities and storm-water master plan.</td>
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<td>7.</td>
<td>Wastewater infrastructure master plan (to include reuse infrastructure if proposed).</td>
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<tr>
<td>8.</td>
<td>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 March, 2022

[Signature]

Notary

[Signature]

Applicant

[Signature]

Owner

Notary Public, Chatham County, GA
My Commission Expires February 24, 2023
March 16, 2022

Eric Edwards  
Action Overhead Door  
145 Industrial Blvd  
Rincon GA, 31326

RE: Ebenezer Road  
Parcel 446-7C  
Water & Sewer Availability & Capacity Letter

To Whom It May Concern:

Water and sewer services will not be furnished to the proposed development at this location.

If I may be of further assistance, please contact me at (912)754-7617 or mmorris@springfieldga.org.

Sincerely,

[Signature]

Matthew A. Morris  
City Manager