

1. 08312022 Meeting Agenda

Documents:

[08312022 MEETING AGENDA.PDF](#)

1.1. August 31, 2022 Final Agenda

Documents:

[08312022 MEETING AGENDA.DOCX_FINAL.PDF](#)

2. Tolling Agreement_COS/Eff. Co.

Documents:

[TOLLING AGREEMENT SAVANNAH EFFINGHAM.PDF](#)



County
Effingham
Georgia
Board of Commissioners

BOARD OF COMMISSIONERS SPECIAL CALLED MEETING

August 31, 2022 – 11:30 AM

Effingham County Administrative Complex
804 South Laurel Street, Springfield GA 31329

The Georgia Conflict of Interest in Zoning Action Statute (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

Watch us live on our YouTube page:

<https://www.youtube.com/channel/UC9wRzS6f2pHHZG3IgRk30UQ>

- I. Roll Call**
- II. Call to Order**
- III. Invocation**
- IV. Pledge to the American Flag**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda
- VI. 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
- VII. Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.
- VIII. Executive Session** - to discuss Property, Personnel and Pending Litigation
- IX. Adjournment**



(FINAL) BOARD OF COMMISSIONERS SPECIAL CALLED MEETING
Effingham County
Georgia
Board of Commissioners

August 31, 2022 – 11:30 AM

Effingham County Administrative Complex
804 South Laurel Street, Springfield GA 31329

The Georgia Conflict of Interest in Zoning Action Statute (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 Summary

Watch us live on our YouTube page:

<https://www.youtube.com/channel/UC9wRzS6f2pHHZG3IgRk3OUQ>

- I. **Roll Call** – *Corbitt/Floyd/Deloach/Kieffer*
- II. **Call to Order** – **11:31 am**
- III. **Invocation** – *offered by Chairman Corbitt*
- IV. **Pledge to the American Flag** – *sounded in unison*
- V. **Agenda Approval** - Consideration of a resolution to approve the agenda (*approved as read*)
- VI. **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
- VII. **Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.
- VIII. **Executive Session** - to discuss Property, Personnel and Pending Litigation - *entered at 11:32 am*

ADDITION TO AGENDA

- IX. **New Business**
[2022- 002SC Agreement] – *approved w/ supporting timeline of events and other materials*
Consideration to approve a Tolling Agreement between the Effingham County Board of Commissioners and the Mayor and Alderman of the City of Savannah
- X. **Adjournment** – **11:58 pm**

TOLLING AGREEMENT

This Tolling Agreement (“Agreement”) is made by and between the Effingham County Board of Commissioners (including its commissioners in their individual and official capacities)(“County”) on the one hand, and the Mayor and Aldermen of the City of Savannah (“City”), on the other hand (each a “Party” and collectively the “Parties”).

WHEREAS, the Parties desire to preserve the status quo while pursuing mediation or resolution, to preclude the lapse of any periods or deadlines for filing or damages applicable to the City’s Claims, as defined below, and thereby to obviate the need to commence any legal proceedings during the period of such discussions; and

WHEREAS, the term “Claims” refers to any and all claims and causes of action that City has or may have against the County arising out of two zoning decisions pertaining to Parcel numbers 0477A006, 0477A007, 0477A008, 0477A010, 04770008, and 04770009 (hereinafter the “Property”), an August 2, 2022 rezoning and August 16, 2022 variance, including but not limited to any and all such claims and causes of action brought under the common law, in equity, and other laws, statutes, and regulations.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- (1) Any and all applicable statutes of limitations, other time limitations, and any other defenses relating to the passage of time, whether statutory, equitable, contractual, or otherwise pertaining to the City’s Claims or any alleged claim that the City may assert against the County shall be tolled from August 31, 2002 through November 30, 2022 (the “Tolling Period”). No time that elapses during the Tolling Period may be asserted or relied upon by the County in computing running of time for purposes of any statute of limitations, laches, or other time limitation or defense with respect to any Claims.
- (2) Except as specifically provided herein, the Agreement shall not be deemed to constitute a waiver of any rights, claims or defenses of any Party hereto.
- (3) This Agreement is not, and shall not be construed to be, an admission by either Party that the County bears or does not bear any liability to the City on any Claim, or that the City bears or does not bear any liability to the County. Both Parties expressly deny any liability to the other Party. This Tolling Agreement shall bind and insure to the benefit of each Party and each of its agents, representatives, and successors in interest.
- (4) This Agreement is an integrated contract containing all the terms agreed upon by the Parties with respect to the matters referred to in this Agreement

- (5) Each Party agrees that the person executing this Agreement on his or its behalf possesses full authority to bind the Party and the other Party is irrebuttably able to rely on the existence of such authority.
- (6) This Agreement may be executed in counterparts. Executed copies transmitted by facsimile or PDF or containing electronic signatures or dates shall be deemed to be the equivalent of signed originals.
- (7) No amendments to this Agreement shall be effective unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties agreed to and executed this Agreement.

By: _____ Dated: _____
Joseph A. Melder
City Manager
The Mayor and Aldermen of the City of Savannah

By: _____ Dated: _____
County Manager
Effingham County Board of Commissioners