1. September 6, 2022 Meeting Agenda
   Documents:
   
   09062022 MEETINGA AGENDA.PDF

2. September 6, 2022 Agenda Material
   Documents:
   
   09062022 AGENDA MATERIAL.PDF
The Georgia Conflict of Interest in Zoning Action Statue (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

"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/UC9wRzS6f2pHHZG3IgRk3OUQ

I. Call to Order
II. Roll Call
III. Invocation
IV. Pledge to the American Flag
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2. **[2022-487 Agreement]**
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4. **[2022-489 Application]**
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5. **[2022-490 Calendar]**
   Consideration to approve the audit calendar for Fiscal Year 2022

**XI. Unfinished Business** - contains items held from a previous agenda

1. **[2022-331 Public Hearing] Teresa Concannon**
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    Consideration to approve a Settlement Agreement with Savannah Construction & Preservation LLC and Fair American Insurance and Reinsurance Company (FAIRCO)

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    Consideration to approve a petition requesting Annexation as submitted by the City of Rincon for a property located along Highway 21 South Map# 447 Parcel# 18 in the Fifth District
13. **[2022-503 Proposal]** *Alison Bruton*
Consideration to approve preparation of a greenway action plan grant proposal to the Safe Streets for All program and commit to 20% match with in-kind support and funding

14. **[2022-504 Agreement]** *Mark Barnes*
Consideration to approve a Provider Agreement with Anthem Blue Cross & Blue Shield for Effingham EMS

15. **[2022-505 Application]** *Mark Barnes*
Consideration to approve to submit an Application to the Governor’s Office of Planning and Budget (OPB) Drinking Water Projects to Support Increased Population grant program

XIII. **Reports from Commissioners & Administrative Staff**

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

XV. **Executive Session Minutes** - Consideration to approve the August 31, 2022 executive session minutes

XVI. **Planning Board - 6:00 PM**

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The Planning Board recommends approving an application by *Tammy Y. Green* as Agent for *James F. Moore* to rezone 1.62 of 17.91 acres located at 390 South Laurel Circle from AR-1 to AR-2 to allow for the creation of a home site. [Map# 303 Parcel# 12] in the First District

2. **[2022-507 Second Reading]**
Consideration to approve the Second Reading of an application by *Tammy Y. Green* as Agent for *James F. Moore* to rezone 1.62 of 17.91 acres located at 390 South Laurel Circle from AR-1 to AR-2 to allow for the creation of a home site. [Map# 303 Parcel# 12] in the First District

3. **[2022-508 Public Hearing]** *Teresa Concannon*
The Planning Board recommends approving an application by *Melinda Moser* to rezone 2 of 30 acres located at 4208 Courthouse Road from AR-1 to AR-2 to allow for the creation of a home site [Map# 324 Parcel# 59] in the First District

4. **[2022-509 Second Reading]**
Consideration to approve the Second Reading of an application by *Melinda Moser* to rezone 2 of 30 acres located at 4208 Courthouse Road from AR-1 to AR-2 to allow for the creation of a home site [Map# 324 Parcel# 59] in the First District

5. **[2022-510 Public Hearing]** *Teresa Concannon*
The Planning Board recommends approving an application by *Israel Daniel Paez* to rezone .97 acres located on Floyd Avenue from AR-2 to AR-1 to allow for a combination of parcels [Map# 296 Parcel# 16] in the Third District
6. **[2022-511 Second Reading]**
   Consideration to approve the Second Reading of an application by **Israel Daniel Paez** to **rezone** .97 acres located on Floyd Avenue from **AR-2** to **AR-1** to allow for a combination of parcels [Map# 296 Parcel# 16] in the **Third District**

7. **[2022-512 Public Hearing]** **Teresa Concannon**
   The Planning Board recommends approving an application by **Colby & Carol Stone** to **rezone** 1 of 75.45 acres located at 2414 Corinth Church Road from **AR-1** to **AR-2**, to allow for the separation of a home site [Map# 336 Parcel# 16] in the **Third District**

8. **[2022-513 Second Reading]**
   Consideration to approve the Second Reading of an application by **Colby & Carol Stone** to **rezone** 1 of 75.45 acres located at 2414 Corinth Church Road from **AR-1** to **AR-2**, to allow for the separation of a home site [Map# 336 Parcel# 16] in the **Third District**

9. **[2022-514 Public Hearing]** **Teresa Concannon**
   The Planning Board recommends approving an application by **Brooke Graham** for a **variance** located at 310 Kieffer Hill Road to reduce the 150' of frontage required, zoned **AR-1** [Map# 387 Parcels# 10 & 11] in the **Third District**

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11. **[2022-516 Public Hearing]** **Teresa Concannon**
    The Planning Board recommends approving an application by **Tremblay** to **rezone** 5 acres located at 1447 Ebenezer Road from **AR-1** to **AR-2** to allow for the separation of a home site [Map# 460B Parcel# 1] in the **Fifth District**

12. **[2022-517 Second Reading]**
    Consideration to approve the Second Reading of an application by **Guy & Roberta Tremblay** to **rezone** 5 acres located at 1447 Ebenezer Road from **AR-1** to **AR-2** to allow for the separation of a home site [Map# 460B Parcel# 1] in the **Fifth District**

13. **[2022-518 Public Hearing]** **Teresa Concannon**
    The Planning Board recommends denying an application by **Amber Edenfield** for a **conditional use** located at 521 Adelante Lane to allow for a home daycare, zoned **R-1** [Map# 348A Parcel# 96] in the **Fourth District**

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    The Planning Board recommends denial of an application by **Cindy Howze** as Agent for **Ansgarhay, LLC** to **rezone** 72.15 acres located at 108 Godley Road from **AR-1** to **I-1**, to
allow for future industrial use Road [Map# 419 Parcel# 1A] in the First & Second Districts

16. [2022-521 Second Reading]

Consideration to approve the Second Reading of an application by Cindy Howze as Agent for Ansgarhay, LLC to rezone 72.15 acres located at 108 Godley Road from AR-1 to I-1, to allow for future industrial use Road [Map# 419 Parcel# 1A] in the First & Second Districts

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XVII. Adjournment
Staff Report

Subject: Award contract for Safe Streets for All grant application preparation
Author: Eric Larson, Asst. County Manager
Department: Engineering
Meeting Date: September 6, 2022
Item Description: Award a consultant grant writing contract to Thomas & Hutton to prepare a greenway action plan grant proposal to the Safe Streets for All program.

Summary Recommendation:
The County desires to prepare an Action Plan for a Greenway trail program to create a network of non-motorized trails and pathways connecting community center and points of recreational interest. The grant application is extensive and requires data analyze and summarizing for the grant application. Thomas and Hutton will prepare the grant application for a September 15, 2022 submittal.

Executive Summary/Background:
- Infrastructure Investment and Jobs Act (November 15, 2021); also referred to as the “Bipartisan Infrastructure Law” or “BIL” authorized and appropriated $1 billion to be awarded by the Department of Transportation for FY 2022 for the SS4A grant program.
- Communities can receive grant money to create a masterplan, or Action Plan
- A minimum of $200,000 to a maximum of $1,000,000 can be requested. A 20% match of funds or in-kind labor and services is required. Applications are due September 15, 2022.
- Due to the time-sensitive mature of the deadline, the County Manager approved the proposal on August 19, 2022. The Board of Commissioners is being asked to ratify the contract.
- Thomas and Hutton was selected from the list of approved consultants from the Indefinite Delivery Contract. The consultant fee to prepare the proposal is $7,500.

Alternatives for Commission to Consider
1 - Approve the contract to Thomas & Hutton in the amount of $7,500 to prepare the Safe Streets for All grant application.
2 – Take no action; request more information

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2

Department Review: Engineering, Purchasing, Finance
Funding Source: SPLOST 2022

Attachments: 1. Thomas and Hutton Proposal
Mr. Eric Larson  
Assistant County Manager  
Effingham County Board of Commissioners  
601 North Laurel Street  
Springfield, GA 31329

Re: US Department of Transportation  
Safe Streets and Roads for All  
Grant Writing Services  
Letter Agreement for Services

Dear Mr. Larson:

Thank you for requesting our Grant Writing services for Effingham County.

Our services will consist of grant writing services for a U.S. Department of Transportation – Safe Streets and Roads for All (SS4A) grant for the Effingham County Greenway Trail Action Plan. We understand that you will furnish us with full information as to your requirements, including any special or extraordinary considerations for the Project and will make pertinent existing data available to us.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.

[Signature]

Ryan P. Thompson, PLA  
Principal-in-Charge and Landscape Architecture  
Department Manager
PROPOSED WORK PLAN:

Thomas & Hutton will provide grant writing and engineering consulting services for the proposed SS4A application for the Effingham County Greenway Trail Action Plan. Additional grant administration services beyond the areas listed below can be provided under a separate scope of services.

GRANT WRITING

Thomas & Hutton will assist Effingham County with the development and submission of a SS4A Grant Application for the Effingham County Greenway Trail Action Plan. The SS4A Grant Application will include:

- Application Forms
- Key Project Information
- Narrative
- Study Area Information
- Budget and Funding Sources

All required documentation will be submitted to the U. S. Department of Transportation – SS4A program. Thomas & Hutton will provide the County with a list of information needed to complete the forms in a timely manner.

PROPOSED SCHEDULE:

We understand that timing is critical on these services and are committed to assisting Effingham County make a grant application submittal on or before September 15, 2022.

FEE:

We propose that payment for our services will be as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Fee Structure</th>
<th>Fee or Time &amp; Expense Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>SS4A Grant Writing</td>
<td>Time &amp; expense – Not to Exceed</td>
<td>$ 7,500.00</td>
</tr>
</tbody>
</table>

The above fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project through construction. It is necessary that you advise us in writing at an early date if you have budgetary limitations for the overall Project Cost or Construction Cost. We will endeavor to work within those limitations. At appropriate times during the Design Phase, we can submit to you our opinions as to the probable construction cost of the Project. We do not guarantee that our opinions will not differ materially from bids or negotiated prices.

You will be billed monthly for our services rendered and for Reimbursable Expenses.

This proposal between the Effingham County Board of Commissioners ("Owner"), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the existing agreement for RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering and Architectural Services, the subsequent renewal letter dated May 2, 2022, and this letter with authorized signatures, represents the entire understanding between you and us with respect to the Project. This agreement may only be modified in
writing if signed by both of us. This proposal is subject to Thomas & Hutton standard General Provisions which can be provided upon request.

The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

THOMAS & HUTTON ENGINEERING CO.

By

Ryan P. Thompson, PLA
Principal-in-Charge and Landscape Architecture Department Manager

Enclosures: Scope of Services
General Provisions
Consulting Services Rate Sheet

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

ACCEPTED: August 22, 2022

By

County Manager

TITLE
Staff Report

Subject: Approval of an updated MOU between Savannah State University and Effingham County Prison to allow for an Internship Program

Author: Alison Bruton, Purchasing Agent

Department: Prison

Meeting Date: September 6, 2022

Item Description: An updated MOU between Savannah State University and Effingham County Prison to allow for an Internship Program

Summary Recommendation: Staff recommends Approval of an updated 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 one (1) year upon execution of both parties with two one (1) year renewal options. The original MOU stated three (3) years. 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 an updated 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.

**F. TERMS OF AGREEMENT**

1. This Agreement shall commence upon full execution of the parties and shall remain effective for a one (1) year term renewable upon thirty (30) days written notice (before the end of the term) for two (2) additional one-year upon execution by 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 supercede 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 UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF SAVANNAH STATE UNIVERSITY
(Name of Institution)

______________________________
(President of Institution)
Date______________________________

FACILITY:

By
Chief Executive Officer/Senior Administrator
Date: ____________________________
Staff Report
Subject: Ratification of Approval of Enterprise vehicle orders for multiple departments
Author: Alison Bruton, Purchasing Agent
Department: Multiple
Meeting Date: September 6, 2022
Item Description: Approval of Enterprise vehicle orders for multiple departments

Summary Recommendation: Staff recommends approval for these vehicles.

Executive Summary/Background:
- The vehicles included in this order are as follows:
  - Facilities Maintenance
    - 2022 Chevrolet Silverado 2500HD (utility body to be added)
  - Fire Department
    - (2) 2023 Ford F-150 XL 4x4 SuperCrew (Ebenezer Station and Fire Prevention Vehicle)
    - 2023 Ford F-150 XLT 4x4 SuperCrew (Goshen Station)
  - Recreation
    - (2) 2022 Chevrolet Equinox
  - POOL
    - 2022 Ford F-150 XLT 4x4 SuperCrew, Hybrid
  - Development Services
    - 2022 Ford F-150 XLT 4x4 SuperCrew, Hybrid
  - Prison
    - 2022 Ford F-150 XL 4x4 SuperCab

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

Recommended Alternative: 1
Other Alternatives: 2

Department Review: County Manager, Purchasing, Finance, Department Heads
Funding Source: Budget amendments will be needed for some departments if vehicles received this fiscal year

Attachments:
1. Proposal #P701901 – Facilities Maintenance
2. Proposal for utility body and other additions – Facilities Maintenance
3. Quote #6572267 – Recreation
4. Quote #6572323 – Recreation
5. Quote #6567338 – Development Services
6. Quote #6567244 – POOL
7. Proposal #P701015 – Fire Department
8. Proposal #P701020 – Fire Department
9. Quote #6658890 – Prison
## Open-End (Equity) Lease Proposal

**Prepared For:** Effingham County Board of Commissioners (505556)  
**Prepared For:** Callanan, Tim

### Proposal Summary
- **Proposal #:** P701901  
- **Quantity:** 1

### Driver Information
- **Quote:** 6618493  
- **Driver:** FACILITIES MAINTENANCE  
- **ST:** GA  
- **Use Tax Rate:** 0.000%  
- **Expected Annual Mileage:** 12,000

### Capitalized Amount (Delivered Price per Vehicle)
- **Lease Term:** 60  
- **Depr Rate:** 1.3500%  
- **Depr Amount:** $648.16  
- **Lease Charge:** $226.53  
- **Monthly Use Tax:** $0.00  
- **Full Maint Program:** $46.53

### Total Monthly Payment inc. Tax and Addl Services
- **Book Value at Term:** $912.22  
- **Initial Charges:** $39.00  
- **License, Registration, Certain Other Charges and Tax:** $39.00

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2022 Chevrolet Silverado 2500HD Work Truck 4x2 Regular Cab 8 ft. box 141.6 in. WB - US  
(0 P) Summit White / Black Front Grille  / (0 I) Jet Black w/Cloth Seat Trim

**Total Monthly Payment for 1 vehicles:** $921.22  
**Total Initial Charges for 1 vehicles:** $39.00

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1. Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)  
2. See the following pages for details of Full Maintenance Service  
3. Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management  
4. Excludes License, Registration, Certain Charges, and Tax

Current market and vehicle conditions may also affect value of vehicles.  
Proposal is subject to Customer's Credit Approval.  
Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicles.  
Lessee hereby authorizes this vehicle order, agrees to lease the vehicles on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicles. Lessee certifies that it intends that more than 50% of the use of the vehicles is to be in a trade or business of the Lessee.  
Lessees: Effingham County Board of Commissioners

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**Signature:**  
**Title:**  
**Date:** August 12, 2022

**Printed On:** 08/12/2022 02:24:35 PM
### Capitalized Amount Calculations

<table>
<thead>
<tr>
<th>Quote</th>
<th>Capitalized Prices/Billed on Delivery</th>
<th>Capitalized Price of Vehicle¹</th>
<th>Certain Other Charges</th>
<th>Initial License &amp; Registration Fee</th>
<th>Capitalized Price Reduction</th>
<th>Certain Other Charges on CPR</th>
<th>Gain Applied from Prior Unit</th>
<th>Certain Other Charges on GOP</th>
<th>Tax on Incentives</th>
<th>Aftermarket Equipment</th>
<th>Courtesy Delivery/Dealer Prep Fee</th>
<th>Delivery Charge</th>
<th>Other Costs</th>
<th>Total</th>
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<tr>
<td>6618493</td>
<td>Capitalized Price</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$39.00</td>
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<td></td>
</tr>
</tbody>
</table>

All Tax and License Fees to be billed to Lessee as they occur.

¹Capitalized price of vehicles may be adjusted to reflect final manufacturer’s invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the ‘Equity Lease Proposal Summary’ page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.
## Driver Information

<table>
<thead>
<tr>
<th>Commercial Automobile Liability Enrollment</th>
<th>Physical Damage Management</th>
<th>Full Maintenance Program</th>
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<tbody>
<tr>
<td>Quote</td>
<td>Driver</td>
<td>Liability Limit</td>
</tr>
<tr>
<td>6618493</td>
<td>FACILITIES MAINTENANCE</td>
<td>60</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Quote</th>
<th>Driver</th>
<th>Description</th>
<th>Capitalized Price</th>
<th>Billed Price</th>
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</thead>
<tbody>
<tr>
<td>2022 Chevrolet Silverado 2500HD Work Truck 4x2 Regular Cab 8 ft. box 141.6 in. WB - US</td>
<td>(0 P) Summit White / Black Front Grille / (0 I) Jet Black w/Cloth Seat Trim</td>
<td></td>
<td>$950.00</td>
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<tr>
<td>6618493</td>
<td>FACILITIES MAINTENANCE</td>
<td>Legacy Auto Transporter - DELIVERY FEE</td>
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<td>$950.00</td>
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<td>Total Aftermarket Equipment</td>
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VEHICLE INFORMATION:

2022 Chevrolet Silverado 2500HD Work Truck 4x2 Regular Cab 8 ft. box 141.6 in. WB - US
Series ID: CC20903

Pricing Summary:

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<tr>
<th></th>
<th>INVOICE</th>
<th>MSRP</th>
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<tbody>
<tr>
<td>Base Vehicle</td>
<td>$37,367.00</td>
<td>$39,500.00</td>
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<tr>
<td>Total Options</td>
<td>$2,548.00</td>
<td>$2,800.00</td>
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<tr>
<td>Destination Charge</td>
<td>$1,795.00</td>
<td>$1,795.00</td>
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<tr>
<td><strong>Total Price</strong></td>
<td><strong>$41,710.00</strong></td>
<td><strong>$44,095.00</strong></td>
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</table>

SELECTED COLOR:

Exterior: GAZ / GRIL - (0 P) Summit White / Black Front Grille
Interior: H1T - (0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

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<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>INVOICE</th>
<th>MSRP</th>
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<tbody>
<tr>
<td>1WT</td>
<td>Preferred Equipment Group 1WT</td>
<td>NC</td>
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<tr>
<td>9L7</td>
<td>Upfitter Switch Kit (5)</td>
<td>$136.50</td>
<td>$150.00</td>
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<td>AE7</td>
<td>Front 40/20/40 Split-Bench Seats</td>
<td>Included</td>
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<td>AED</td>
<td>Power Front Windows w/Passenger Express Down</td>
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<tr>
<td>AKO</td>
<td>Deep-Tinted Glass</td>
<td>Included</td>
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<tr>
<td>AQQ</td>
<td>Remote Keyless Entry</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>AU3</td>
<td>Power Door Locks</td>
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<tr>
<td>AXG</td>
<td>Power Front Windows w/Driver Express Up/Down</td>
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<tr>
<td>BG9</td>
<td>Rubberized-Vinyl Floor Covering</td>
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<tr>
<td>BLUE</td>
<td>Bluetooth For Phone</td>
<td>Included</td>
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<td>C49</td>
<td>Electric Rear-Window Defogger</td>
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<td>C7A</td>
<td>GVWR: 10,000 lbs (4,536 kg)</td>
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<td>CLOTH</td>
<td>Cloth Seat Trim</td>
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<td>DBG</td>
<td>Heated Vertical Trailering Mirrors</td>
<td>Included</td>
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<td>FE9</td>
<td>Federal Emissions Requirements</td>
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<td>GAZ_01</td>
<td>(0 P) Summit White</td>
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<td>GRIL</td>
<td>Black Front Grille</td>
<td>Included</td>
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<tr>
<td>GT4</td>
<td>3.73 Rear Axle Ratio</td>
<td>STD</td>
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<tr>
<td>H1T_01</td>
<td>(0 I) Jet Black w/Cloth Seat Trim</td>
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<tr>
<td>IOR</td>
<td>Radio: Chevrolet Infotainment 3 System</td>
<td>STD</td>
<td>STD</td>
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<tr>
<td>JL1</td>
<td>Integrated Trailer Brake Controller</td>
<td>$250.25</td>
<td>$275.00</td>
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<td>K34</td>
<td>Electronic Cruise Control w/Set &amp; Resume Speed</td>
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<td>KC9</td>
<td>120-Volt Bed Mounted Power Outlet</td>
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<td>Ki4</td>
<td>120-Volt Instrument Panel Power Outlet</td>
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<td>KW7</td>
<td>170 Amp Alternator</td>
<td>Included</td>
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<tr>
<td>L8T</td>
<td>Engine: 6.6L Gas V8 w/Direct Injection &amp; VVT</td>
<td>STD</td>
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<td>L8TBAT</td>
<td>720 Cold-Cranking Amps Heavy-Duty Battery</td>
<td>Included</td>
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<tr>
<td>MCAP</td>
<td>Black Mirror Caps</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>MYD</td>
<td>Transmission: HD 6-Speed Automatic</td>
<td>STD</td>
<td>STD</td>
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<tr>
<td>N33</td>
<td>Manual Tilt-Wheel Steering Column</td>
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<tr>
<td>PCV</td>
<td>WT Convenience Package</td>
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<td>$1,825.00</td>
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<td>PYN</td>
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<td>QK1</td>
<td>Standard Tailgate</td>
<td>Included</td>
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<td>QT5</td>
<td>EZ Lift Power Lock &amp; Release Tailgate</td>
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<td>QXT</td>
<td>Tires: LT265/70R17E AT BW</td>
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<td>U95</td>
<td>2-Speaker Audio System Feature</td>
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<td>UDC</td>
<td>3.5&quot; Diagonal Monochromatic Display DIC</td>
<td>Included</td>
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<tr>
<td>Item Code</td>
<td>Description</td>
<td>Included</td>
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<tr>
<td>UF2</td>
<td>LED Cargo Area Lighting</td>
<td>$113.75</td>
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<td>VH6</td>
<td>Black Front Bumper</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>VJG</td>
<td>Black Rear Bumper</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>WARANT</td>
<td>Fleet Customer Powertrain Limited Warranty</td>
<td>NC</td>
<td>NC</td>
</tr>
<tr>
<td>Z85</td>
<td>Suspension Package</td>
<td>STD</td>
<td>STD</td>
</tr>
<tr>
<td>ZY1</td>
<td>Solid Paint</td>
<td>STD</td>
<td>STD</td>
</tr>
</tbody>
</table>
CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors: 2
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
- Convex Driver Mirror: convex driver and passenger mirror
- Mirror Type: manual extendable trailer mirrors
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Box Style: regular
- Body Material: galvanized steel/aluminum body material
- Front Tow Hooks: 2 front tow hooks
- Fender Flares: black fender flares
- Grille: black grille
- Upfitter Switches: upfitter switches

Convenience Features:
- Air Conditioning: manual air conditioning
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Auto Locking: auto-locking doors
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Window FOB Controls: remote window controls
- Steering Wheel: steering wheel with manual tilting
- Day-Night Rearview Mirror: day-night rearview mirror
- Front Cupholder: front cupholder
- Overhead Console: mini overhead console
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Dashboard Storage: dashboard storage
- IP Storage: covered bin instrument-panel storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet
- AC Power Outlet: 2 120V AC power outlet

Entertainment Features:
- radio: AM/FM/Satellite-prep with seek-scan
- Speakers: 2 speakers
- 1st Row LCD: 1 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type: delay-off aero-composite halogen headlamps
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Rear Window Defroster: rear window defroster
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance
- Tachometer: tachometer
- Voltmeter: voltmeter
- Exterior Temp: outside-temperature display
- Low Tire Pressure Warning: tire specific low-tire-pressure warning
- Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:
  ABS four-wheel ABS brakes
  Number of ABS Channels: 4 ABS channels
  Brake Assistance: brake assist
  Brake Type: DuraLife four-wheel disc brakes
  Vented Disc Brakes: front and rear ventilated disc brakes
  Daytime Running Lights: daytime running lights
  Spare Tire Type: full-size spare tire
  Spare Tire Mount: underbody mounted spare tire w/crankdown
  Driver Front Impact Airbag: driver and passenger front-impact airbags
  Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
  Overhead Airbag: curtain 1st row overhead airbag
  Occupancy Sensor: front passenger airbag occupancy sensor
  Seatbelt Pretensioners: front seatbelt pre-tensioners
  Side Impact Bars: side-impact bars
  Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
  Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
  Ignition Disable: immobilizer
  Panic Alarm: panic alarm
  Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll
  Traction Control: ABS and driveline traction control
  Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:
  Seating Capacity max. seating capacity of 3
  Front Bucket Seats: front split-bench 40-20-40 seats
  Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
  Reclining Driver Seat: manual reclining driver and passenger seats
  Driver Fore/Aft: manual driver and passenger fore/aft adjustment
  Front Centre Armrest Storage: front centre armrest with storage
  Leather Upholstery: cloth front seat upholstery
  Headliner Material: full cloth headliner
  Floor Covering: full vinyl/rubber floor covering
  Cabback Insulator: cabback insulator
  Shift Knob Trim: urethane shift knob

Standard Engine:
  Engine 401-hp, 6.6-liter V-8 (regular gas)

Standard Transmission:
  Transmission 6-speed automatic w/ OD and auto-manual
Furnish and install Knapheide model 696, 8' service body to standard specifications. $7,950.00

Add options:
- Install factory back up camera. $85.00
- Deluxe cab over ladder rack installed with 4-rachet tie downs. $1,495.00
- Kevlar spray in liner installed in cargo area, compartment tops and on rear bumper. $850.00
- Class 5 receiver hitch installed with 7-way plug. $385.00

Price good for 30 days. Tax not included.

**Insurance:** Customers chassis covered with primary coverage insurance while in the care and the custody of L.T.E. Product Liability insurance carried.

<table>
<thead>
<tr>
<th>Chassis:</th>
<th>Chevrolet 2500</th>
<th>C/A</th>
<th>56&quot;</th>
<th>Paint: White</th>
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<tbody>
<tr>
<td>Other Data:</td>
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<table>
<thead>
<tr>
<th>Item X. 3.</th>
<th>Price</th>
<th>Special Discount</th>
<th>Net Price</th>
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<tr>
<td>Total Price</td>
<td>$10,765.00</td>
<td>$-</td>
<td>$10,765.00</td>
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**Lee Transport Equipment, Inc.**

Greg L Stowers
**Item X. 3.**

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Series</th>
<th>Vehicle Order Type</th>
<th>In-Stock</th>
<th>Term</th>
<th>State</th>
<th>GA</th>
<th>Customer#</th>
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<tbody>
<tr>
<td></td>
<td>2022</td>
<td>Chevrolet</td>
<td>Equinox</td>
<td>LS w/1LS All-Wheel Drive</td>
<td>In-Stock</td>
<td>60</td>
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<td>505556</td>
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<table>
<thead>
<tr>
<th>Description</th>
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<tr>
<td>$ 30,950.00</td>
<td>Capitalized Price of Vehicle 1</td>
</tr>
<tr>
<td>$ 0.00</td>
<td>License and Certain Other Charges 6.6000% GA</td>
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<tr>
<td>$ 39.00</td>
<td>Initial License Fee</td>
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<td>$ 0.00</td>
<td>Registration Fee</td>
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<tr>
<td>$ 0.00</td>
<td>Other:Courtesy Delivery Fee</td>
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<td>$ 0.00</td>
<td>Capitalized Price Reduction</td>
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<td>$ 0.00</td>
<td>Tax on Capitalized Price Reduction</td>
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<td>Gain Applied From Prior Unit</td>
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<td>Tax on Gain On Prior</td>
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<td>$ 0.00</td>
<td>Security Deposit</td>
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<td>$ 0.00</td>
<td>Tax on Incentive (Taxable Incentive Total: $0.00)</td>
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<tr>
<td>$ 30,950.00</td>
<td>Total Capitalized Amount (Delivered Price)</td>
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<tr>
<td>$ 417.83</td>
<td>Depreciation Reserve @ 1.3500%</td>
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<td>$ 151.70</td>
<td>Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) 2</td>
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<tr>
<td><strong>$ 569.53</strong></td>
<td>Total Monthly Rental Excluding Additional Services</td>
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**Order Information**

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<tr>
<th>Driver Name</th>
<th>REC DEPT</th>
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<tr>
<td>Exterior Color</td>
<td>(0 P) Summit White</td>
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<tr>
<td>Interior Color</td>
<td>(0 L) Medium Ash Gray w/Premium Cloth Seat Tr</td>
</tr>
<tr>
<td>Lic. Plate Type</td>
<td>Government</td>
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<td>GVWR</td>
<td>0</td>
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**Additional Fleet Management**

<table>
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<tr>
<td>Master Policy Enrollment Fees</td>
<td>$ 0.00</td>
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<tr>
<td>Commercial Automobile Liability Enrollment Liability Limit</td>
<td>$ 0.00</td>
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<td>Physical Damage Management</td>
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<td>Comp/Coll Deductible</td>
<td>0 / 0</td>
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<tr>
<td>Full Maintenance Program 3 Contract Miles 60,000</td>
<td>$ 46.50</td>
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<tr>
<td>Incl: # Brake Sets (1 set = 1 Axle) 0</td>
<td>OverMileage Charge $ 0.0450 Per Mile</td>
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<td># Tires 0</td>
<td>Loaner Vehicle Not Included</td>
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<tr>
<td><strong>$ 46.50</strong></td>
<td>Additional Services SubTotal</td>
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<tr>
<td>Sales Tax</td>
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<td>State</td>
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<table>
<thead>
<tr>
<th>Description</th>
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<tr>
<td><strong>$ 616.03</strong></td>
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<tr>
<td>Reduced Book Value at 60 Months</td>
<td>$ 5,880.20</td>
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<tr>
<td>Service Charge Due at Lease Termination</td>
<td>$ 400.00</td>
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---

Quote based on estimated annual mileage of 12,000
(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

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

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

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

**LESSEE:** Effingham County Board of Commissioners  
**BY:** County Manager  
**TITLE:** County Manager  
**DATE:** July 20, 2022

---

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

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

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

---

Printed On 07/20/2022 11:13:56 AM  
Page 1 of 6
### Aftermarket Equipment Total

<table>
<thead>
<tr>
<th>Description</th>
<th>(B)illed or (C)apped</th>
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<tr>
<td>Legacy Auto Transporter - Delivery fee</td>
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<td>$500.00</td>
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<td>Total Aftermarket Equipment Billed</td>
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<td>$0.00</td>
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<tr>
<td>Total Aftermarket Equipment Capitalized</td>
<td></td>
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<td>Aftermarket Equipment Total</td>
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<td>$500.00</td>
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VEHICLE INFORMATION:
2022 Chevrolet Equinox LS w/1LS All-Wheel Drive - US
Series ID: 1XX26

<table>
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<tr>
<th>Pricing Summary</th>
<th>INVOICE</th>
<th>MSRP</th>
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<tr>
<td>Base Vehicle</td>
<td>$26,616.6</td>
<td>$27,900.00</td>
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<td>Total Options</td>
<td>$1,178.45</td>
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<td>Destination Charge</td>
<td>$1,395.00</td>
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<tr>
<td><strong>Total Price</strong></td>
<td><strong>$29,190.05</strong></td>
<td><strong>$30,590.00</strong></td>
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SELECTED COLOR:
Exterior: GAZ-(0 P) Summit White
Interior: HC8-(0 I) Medium Ash Gray w/Premium Cloth Seat Trim

SELECTED OPTIONS:

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<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>INVOICE</th>
<th>MSRP</th>
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<tbody>
<tr>
<td>1LS</td>
<td>Preferred Equipment Group 1LS</td>
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<td>NC</td>
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<tr>
<td>5CY</td>
<td>Tires: P225/65R17 All-Season Blackwall</td>
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<td>STD</td>
</tr>
<tr>
<td>AG1</td>
<td>8-Way Power Driver Seat Adjuster</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>AG6</td>
<td>Front Passenger 4-Way Manual Seat Adjuster</td>
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<td>Included</td>
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<tr>
<td>AKO</td>
<td>Deep-Tinted Rear Glass</td>
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<tr>
<td>AL9</td>
<td>2-Way Power Driver Lumbar Control Seat Adjuster</td>
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<tr>
<td>AR9</td>
<td>Front Bucket Seats</td>
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<tr>
<td>B26</td>
<td>Driver Confidence II Package</td>
<td>$359.45</td>
<td>$395.00</td>
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<td>CGY</td>
<td>Retractable Cargo Shade</td>
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<td>$75.00</td>
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<td>CNI</td>
<td>GVWR: 4,630 lbs (2,100 kgs)</td>
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<tr>
<td>FX6</td>
<td>3.87 Final Drive Axle Ratio</td>
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<tr>
<td>GAZ_01</td>
<td>(0 P) Summit White</td>
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<td>NC</td>
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<tr>
<td>HC8_01</td>
<td>(0 I) Medium Ash Gray w/Premium Cloth Seat Trim</td>
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<td>NC</td>
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<tr>
<td>IOR</td>
<td>Radio: Chevrolet Infotainment 3 System w/AM/FM</td>
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<td>STD</td>
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<tr>
<td>LYX</td>
<td>Engine: 1.5L Turbo DOHC 4-Cyl SIDI VVT</td>
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<td>MNH</td>
<td>Transmission: Electronic 6-Speed Auto w/OD</td>
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<tr>
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<td>PCR</td>
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<td>RZS</td>
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<td>STDTM</td>
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<td>U2K</td>
<td>SiriusXM Radio</td>
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<tr>
<td>UD7</td>
<td>Rear Park Assist w/Audible Warning</td>
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<tr>
<td>UDD</td>
<td>Multi-Color Enhanced Driver Instrument Info Display</td>
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<td>UFG</td>
<td>Rear Cross Traffic Alert</td>
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<td>UKC</td>
<td>Lane Change Alert w/Slide Blind Zone Alert</td>
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<tr>
<td>UPG</td>
<td>Bluetooth For Phone</td>
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<td>Included</td>
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<tr>
<td>USS</td>
<td>2 Rear USB Charging-Only Ports</td>
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<tr>
<td>UST</td>
<td>2 USB Ports &amp; Auxiliary Input Jack</td>
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<td>UZ6</td>
<td>6 Speaker Audio System Feature</td>
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<td>VK3</td>
<td>Front License Plate Mounting Package</td>
<td>$36.40</td>
<td>$40.00</td>
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<tr>
<td>WARANT</td>
<td>Fleet Customer Powertrain Limited Warranty</td>
<td>NC</td>
<td>NC</td>
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</tbody>
</table>
Body Exterior Features:

- Number Of Doors: 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers
- Rear Bumper Insert: chrome rear bumper insert
- Front License Plate Bracket: front license plate bracket
- Body Material: fully galvanized steel body material
- Body Side Cladding: black bodyside cladding
- Grille: black w/chrome surround grille

Convenience Features:

- Air Conditioning: manual air conditioning
- Air Filter: air filter
- Console Ducts: console ducts
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with front and rear 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console
- Glove Box: glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 1 seatback storage pockets
- IP Storage: bin instrument-panel storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

- Radio: SiriusXM AM/FM/Satellite with seek-scan
- Radio Data System: radio data system
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: Wi-Fi Hotspot capable internet access
- TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type: delay-off projector beam LED low/high beam headlamps
- Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
- Front Wipers: variable intermittent wipers
- Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

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

Seats And Trim:
Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: chrome shift knob
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look Interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Cover: roll-up cargo cover
Cargo Light: cargo light

Standard Engine:
Engine 170-hp, 1.5-liter I-4 (regular gas)

Standard Transmission:
Transmission 6-speed automatic w/ OD and auto-manual
Open-End (Equity) Lease Rate Quote

Prepared For: Effingham County Board of Commissioners
Callanan, Tim

Unit #
Year 2022 Make Chevrolet Model Equinox
Series LS w/1LS All-Wheel Drive

Vehicle Order Type In-Stock Term 60 State GA Customer# 505556

$ 30,950.00 Capitalized Price of Vehicle
$ 0.00 * License and Certain Other Charges 6.6000% State GA
$ 39.00 * Initial License Fee
$ 0.00 Registration Fee
$ 0.00 Other:Courtesy Delivery Fee
$ 0.00 Capitalized Price Reduction
$ 0.00 Tax on Capitalized Price Reduction
$ 0.00 Gain Applied From Prior Unit
$ 0.00 * Tax on Gain On Prior
$ 0.00 * Security Deposit
$ 0.00 * Tax on Incentive (Taxable Incentive Total: $0.00)

$ 30,950.00 Total Capitalized Amount (Delivered Price)
$ 417.83 Depreciation Reserve @ 1.3500%
$ 151.70 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

$ 569.53 Total Monthly Rental Excluding Additional Services

Additional Fleet Management
Master Policy Enrollment Fees
$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit $0.00

$ 0.00 Physical Damage Management
Comp/Coll Deductible 0 / 0

$ 46.50 Full Maintenance Program ³ Contract Miles 60,000
Incl: # Brake Sets (1 set = 1 Axle) 0
OverMileage Charge $0.0450 Per Mile
# Tires 0 Loaner Vehicle Not Included

$ 46.50 Additional Services SubTotal

$ 0.00 Sales Tax 0.0000%

$ 616.03 Total Monthly Rental Including Additional Services
$ 5,880.20 Reduced Book Value at 60 Months
$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 12,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

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

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

LESSEE: Effingham County Board of Commissioners

County Manager July 20, 2022

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
1 Capitalized Price of Vehicle May Be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.
2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).
3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc; provided that such maintenance fees are being billed by Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.
### Aftermarket Equipment Total

<table>
<thead>
<tr>
<th>Description</th>
<th>(B)illed or (C)apped</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legacy Auto Transporter - Delivery fee</td>
<td>C</td>
<td>$ 500.00</td>
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<tr>
<td><strong>Total Aftermarket Equipment Billed</strong></td>
<td></td>
<td>$ 0.00</td>
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<tr>
<td><strong>Total Aftermarket Equipment Capitalized</strong></td>
<td></td>
<td>$ 500.00</td>
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<tr>
<td><strong>Aftermarket Equipment Total</strong></td>
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<td>$ 500.00</td>
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</table>
### VEHICLE INFORMATION:

2022 Chevrolet Equinox LS w/1LS All-Wheel Drive - US  
Series ID: 1XX26  

#### Pricing Summary:

<table>
<thead>
<tr>
<th></th>
<th>INVOICE</th>
<th>MSRP</th>
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<tbody>
<tr>
<td>Base Vehicle</td>
<td>$26,616.6</td>
<td>$27,900.00</td>
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<tr>
<td>Total Options</td>
<td>$1,178.45</td>
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<td>Destination Charge</td>
<td>$1,395.00</td>
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<td><strong>Total Price</strong></td>
<td><strong>$29,190.05</strong></td>
<td><strong>$30,590.00</strong></td>
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</table>

#### SELECTED COLOR:

- Exterior: GAZ-(0 P) Summit White  
- Interior: HC8-(0 I) Medium Ash Gray w/Premium Cloth Seat Trim

#### SELECTED OPTIONS:

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>INVOICE</th>
<th>MSRP</th>
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<td>Preferred Equipment Group 1LS</td>
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<td>5CY</td>
<td>Tires: P225/65R17 All-Season Blackwall</td>
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<td>AG1</td>
<td>8-Way Power Driver Seat Adjuster</td>
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<tr>
<td>AG6</td>
<td>Front Passenger 4-Way Manual Seat Adjuster</td>
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<tr>
<td>AKO</td>
<td>Deep-Tinted Rear Glass</td>
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<tr>
<td>AL9</td>
<td>2-Way Power Driver Lumbar Control Seat Adjuster</td>
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<td>AR9</td>
<td>Front Bucket Seats</td>
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<tr>
<td>B26</td>
<td>Driver Confidence II Package</td>
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<tr>
<td>CGY</td>
<td>Retractable Cargo Shade</td>
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<tr>
<td>CNI</td>
<td>GVWR: 4,630 lbs (2,100 kgs)</td>
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<tr>
<td>FX6</td>
<td>3.87 Final Drive Axle Ratio</td>
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<td>GAZ_01</td>
<td>(0 P) Summit White</td>
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<tr>
<td>HC8_01</td>
<td>(0 I) Medium Ash Gray w/Premium Cloth Seat Trim</td>
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<td>IOR</td>
<td>Radio: Chevrolet Infotainment 3 System w/AM/FM</td>
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<td>LYX</td>
<td>Engine: 1.5L Turbo DOHC 4-Cyl SIDI VVT</td>
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<td>MNH</td>
<td>Transmission: Electronic 6-Speed Auto w/OD</td>
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<td>NE1</td>
<td>CT/DE/ME/MD/MA/NJ/NY/OR/PA/RJ/VT/WA Emissions Req</td>
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<td>PAINT</td>
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<td>PCR</td>
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<td>RZS</td>
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<td>STDTM</td>
<td>Premium Cloth Seat Trim</td>
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<td>U2K</td>
<td>SiriusXM Radio</td>
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<td>UD7</td>
<td>Rear Park Assist w/Audible Warning</td>
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<td>UDD</td>
<td>Multi-Color Enhanced Driver Instrument Info Display</td>
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<td>UFG</td>
<td>Rear Cross Traffic Alert</td>
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<td>UKC</td>
<td>Lane Change Alert w/Slide Blind Zone Alert</td>
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<td>UPG</td>
<td>Bluetooth For Phone</td>
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<tr>
<td>USS</td>
<td>2 Rear USB Charging-Only Ports</td>
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<tr>
<td>UST</td>
<td>2 USB Ports &amp; Auxiliary Input Jack</td>
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<td>UZ6</td>
<td>6 Speaker Audio System Feature</td>
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<td>VK3</td>
<td>Front License Plate Mounting Package</td>
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<td>WARANT</td>
<td>Fleet Customer Powertrain Limited Warranty</td>
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</table>
Body Exterior Features:

- Number Of Doors: 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers
- Rear Bumper Insert: chrome rear bumper insert
- Front License Plate Bracket: front license plate bracket
- Body Material: fully galvanized steel body material
- Body Side Cladding: black bodyside cladding
- Grille: black w/chrome surround grille

Convenience Features:

- Air Conditioning: manual air conditioning
- Air Filter: air filter
- Console Ducts: console ducts
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with front and rear 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console
- Glove Box: glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 1 seatback storage pockets
- IP Storage: bin instrument-panel storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

- Radio: SiriusXM AM/FM/Satellite with seek-scan
- Radio Data System: radio data system
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: Wi-Fi Hotspot capable internet access
- TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type: delay-off projector beam LED low/high beam headlamps
- Auto-Dimming Headlights: Intellibeam auto high-beam headlights
- Front Wipers: variable intermittent wipers
- Rear Window wiper: fixed interval rear window wiper with heating wiper park
Item X. 3.

Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
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Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:
Seating Capacity: max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: chrome shift knob
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Cover: roll-up cargo cover
Cargo Light: cargo light

Standard Engine:
Engine 170-hp, 1.5-liter I-4 (regular gas)

Standard Transmission:
Transmission: 6-speed automatic w/ OD and auto-manual
# Open-End (Equity) Lease Rate Quote

<table>
<thead>
<tr>
<th>Item X. 3.</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Prepared For:</strong></td>
<td>Effingham County Board of Commissioners</td>
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<tr>
<td></td>
<td>Callanan, Tim</td>
</tr>
<tr>
<td><strong>Unit #</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Year</strong></td>
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<tr>
<td><strong>Make</strong></td>
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<tr>
<td><strong>Model</strong></td>
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<tr>
<td><strong>Series</strong></td>
<td>XLT 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB</td>
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<tr>
<td><strong>Term</strong></td>
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<td><strong>State</strong></td>
<td>GA</td>
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<tr>
<td><strong>Customer#</strong></td>
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</table>

* $ 57,260.00 Capitalized Price of Vehicle
  * License and Certain Other Charges $ 6,600.00 State GA
  * Initial License Fee $ 39.00
  * Registration Fee $ 0.00
  * Other: Courtesy Delivery Fee $ 0.00
  * Capitalized Price Reduction $ 0.00
  * Tax on Capitalized Price Reduction $ 0.00
  * Gain Applied From Prior Unit $ 0.00
  * Tax on Gain On Prior $ 0.00
  * Security Deposit $ 0.00
  * Tax on Incentive ( Taxable Incentive Total : $0.00 ) $ 0.00

  * Total Capitalized Amount (Delivered Price) $ 57,260.00
  * Depreciation Reserve @ 1.3500% $ 773.01
  * Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) $ 278.76

  * Total Monthly Rental Excluding Additional Services $ 1,051.77

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

  * Additional Services SubTotal $ 48.23
  * Sales Tax 0.00%

  * Total Monthly Rental Including Additional Services $ 1,100.00
  * Reduced Book Value at 60 Months $ 10,879.40
  * Service Charge Due at Lease Termination $ 400.00

---

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

<table>
<thead>
<tr>
<th><strong>Order Information</strong></th>
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<tr>
<td><strong>Driver Name</strong></td>
<td>Development Services-Code Enforcement</td>
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<tr>
<td><strong>Exterior Color</strong></td>
<td>(0 P) Oxford White</td>
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<tr>
<td><strong>Interior Color</strong></td>
<td>(0 I) Black w/Medium Dark Slate w/Cloth 40/20</td>
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<td><strong>Lic. Plate Type</strong></td>
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<tr>
<td><strong>GVWR</strong></td>
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</tbody>
</table>

---

Note:

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

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

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

**LESSEE**

| Effingham County Board of Commissioners |
| Callanan, Tim |

| **Title** | County Manager |
| **Date** | July 20, 2022 |

---

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1. Capitalized Price of Vehicle May Be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Not Been Used by Lessor to Reduce the Capitalized Price of the Vehicle.

2. The exclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the exclusion of such references in this Invoice/Schedule/Quote, all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate (Maintenance Agreement) entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

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Printed On 07/20/2022 08:19:04 AM
VEHICLE INFORMATION:

2022 Ford F-150 XLT 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB - US
Series ID: W1E

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

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Body Exterior Features:
   Number Of Doors: 4
   Rear Cargo Door Type: tailgate
   Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
   Running Boards: running boards
   Door Handles: black
   Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
   Rear Step Bumper: rear step bumper
   Front Tow Hooks: 2 front tow hooks
   Bed Liner: bed liner
   Box Style: regular
   Body Material: aluminum body material
   : class IV trailering with harness, hitch, brake controller
   Grille: black w/chrome surround grille

Convenience Features:
   Air Conditioning: automatic dual-zone front air conditioning
   Air Filter: air filter
   Voice Activated A/C: voice activated air conditioning
   Cruise Control: cruise control with steering wheel controls
   Power Windows: power windows with driver and passenger 1-touch down
   Remote Keyless Entry: keyfob (all doors) remote keyless entry
   Illuminated Entry: illuminated entry
   Key Pad: keypad locking
   Integrated Key Remote: integrated key/remote
   Auto Locking: auto-locking doors
   Remote Engine Start: remote engine start - smart device only (subscription required)
   Steering Wheel: steering wheel with manual tilting, manual telescopying
   Day-Night Rearview Mirror: day-night rearview mirror
   Auto-dimming Rearview Mirror: auto-dimming rearview mirror
   Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
   Emergency SOS: SYNC 4 911 Assist emergency communication system
   Navigation System: SYNC 4 Connected Navigation navigation system with voice activation
   Front Cupholder: front and rear cupholders
   Overhead Console: mini overhead console with storage
   Glove Box: locking glove box
   Driver Door Bin: driver and passenger door bins
   Rear Door Bins: rear door bins
   Seatback Storage Pockets: 2 seatback storage pockets
   Dashboard Storage: dashboard storage
   Interior Concealed Storage: interior concealed storage
   IP Storage: bin instrument-panel storage
   Front Underseat Storage Tray: locking front underseat storage tray
   Rear Underseat Storage Tray: rear underseat storage tray
   Retained Accessory Power: retained accessory power
   Power Accessory Outlet: 1 12V DC power outlet
   AC Power Outlet: 2 120V AC power outlet

Entertainment Features:
   radio: SiriusXM with 360L AM/FM/Satellite with seek-scan
   Radio Data System: radio data system
   Voice Activated Radio: voice activated radio
   Speed Sensitive Volume: speed-sensitive volume
   Steering Wheel Radio Controls: steering-wheel mounted audio controls
   Speakers: 7 speakers
   Internet Access: FordPass Connect 4G internet access
   1st Row LCD: 2 1st row LCD monitor
   Wireless Connectivity: wireless phone connectivity
   Antenna: fixed antenna
Lighting, Visibility and Instrumentation Features:

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

Safety And Security:

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

Seats And Trim:
Seating Capacity  max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Cabback Insulator: cabback insulator
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Leather Steering Wheel: leather/metal-look steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents

Standard Engine:
Engine 430-hp, 3.5-liter V-6 (hybrid regular gas)

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

Prepared For: Effingham County Board of Commissioners
Callanan, Tim

Unit #
Year 2022  Make Ford  Model F-150
Series XLT 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB
Vehicle Order Type In-Stock  Term 60  State GA  Customer# 505556

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<td>Capitalized Price of Vehicle</td>
<td>$57,260.00</td>
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<td>License and Certain Other Charges</td>
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<td>3</td>
<td>Initial License Fee</td>
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<td>4</td>
<td>Registration Fee</td>
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<td>5</td>
<td>Other: Courtesy Delivery Fee</td>
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<td>Capitalized Price Reduction</td>
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<td>Tax on Capitalized Price Reduction</td>
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<td>Gain Applied From Prior Unit</td>
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<td>Tax on Gain On Prior</td>
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<td>10</td>
<td>Security Deposit</td>
<td>$0.00</td>
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<td>11</td>
<td>Tax on Incentive (Taxable Incentive Total: $0.00)</td>
<td>$0.00</td>
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<td>12</td>
<td>Total Capitalized Amount (Delivered Price)</td>
<td>$57,260.00</td>
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<td>13</td>
<td>Depreciation Reserve</td>
<td>$773.01</td>
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<td>14</td>
<td>Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)</td>
<td>$278.76</td>
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<td>15</td>
<td>Total Monthly Rental Excluding Additional Services</td>
<td>$1,051.77</td>
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Order Information
- Driver Name: Pool
- Exterior Color: (0 P) Oxford White
- Interior Color: (0 I) Black w/Medium Dark Slate w/Cloth 40/20
- Lic. Plate Type: Government
- GVWR: 0

Additional Fleet Management
- Master Policy Enrollment Fees: $0.00
- Commercial Automobile Liability Enrollment:
  - Liability Limit: $0.00
- Physical Damage Management: $0.00
- OverMileage Charge: $0.0450 Per Mile
- Full Maintenance Program:
  - Contract Miles 60,000
  - Incl: # Brake Sets (1 set = 1 Axle) 0
  - Tires 0
- Additional Services SubTotal: $48.23
- Sales Tax: 0.0000%

Total Monthly Rental Including Additional Services
- $1,100.00
- Reduced Book Value at 60 Months
- Service Charge Due at Lease Termination: $400.00

Quote based on estimated annual mileage of 12,000 (Current market and vehicle conditions may also affect value of vehicle)
(Note is Subject to Customer's Credit Approval)

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

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

LESSEE: Effingham County Board of Commissioners

County Manager  July 20, 2022

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
1 Capitalized Price of Vehicle may be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.
2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).
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<tr>
<td>YZ_01</td>
<td>(0 P) Oxford White</td>
<td>NC</td>
<td>NC</td>
</tr>
</tbody>
</table>
Body Exterior Features:
- Number Of Doors: 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Running Boards: running boards
- Door Handles: black
- Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Bed Liner: bed liner
- Box Style: regular
- Body Material: aluminum body material
- : class IV trailer with harness, hitch, brake controller
- Grille: black w/chrome surround grille

Convenience Features:
- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Voice Activated A/C: voice activated air conditioning
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Key Pad: keypad locking
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote engine start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Auto-dimming Rearview Mirror: auto-dimming rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Navigation System: SYNC 4 Connected Navigation navigation system with voice activation
- Front Cupholder: front and rear cupholders
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: bin instrument-panel storage
- Front Underseat Storage Tray: locking front underseat storage tray
- Rear Underseat Storage Tray: rear underseat storage tray
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet
- AC Power Outlet: 2 120V AC power outlet

Entertainment Features:
- radio: SiriusXM with 360L AM/FM/Satellite with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 7 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna
Item X.3.

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

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

Seats And Trim:
  Seating Capacity: max. seating capacity of 6
  Front Bucket Seats: front split-bench 40-20-40 seats
  Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
  Reclining Driver Seat: power reclining driver and manual reclining passenger seats
  Driver Lumbar: power 2-way driver and passenger lumbar support
  Driver Height Adjustment: power height-adjustable driver and passenger seats
  Driver Fore/Aft: power driver and passenger fore/aft adjustment
  Driver Cushion Tilt: power driver and passenger cushion tilt
  Front Centre Armrest Storage: front centre armrest with storage
  Rear Seat Type: rear 60-40 split-bench seat
  Rear Folding Position: rear seat fold-up cushion
  Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Cabin Insulation: cabin insulation
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Leather Steering Wheel: leather/metal-look steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents

Standard Engine:
  Engine 430-hp, 3.5-liter V-6 (hybrid regular gas)

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

**Prepared For:** Effingham County Board of Commissioners (505556)

**Prepared For:** Callanan, Tim

**Proposal Summary**

<table>
<thead>
<tr>
<th>Initial Charges Billed upon Delivery</th>
<th>License, Registration, Certain Other Charges and Tax</th>
<th>Total Initial Charges Billed upon Delivery</th>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Driver Information</th>
<th>Base Lease Payment</th>
<th>Initial Charges Billed upon Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Quote</td>
<td>Driver ST</td>
</tr>
<tr>
<td>2023 Ford F-150 XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB - US</td>
<td>6617259</td>
<td>GA</td>
</tr>
<tr>
<td></td>
<td>6617260</td>
<td>GA</td>
</tr>
</tbody>
</table>

**Total Monthly Payment for 2 vehicles:** $1,699.88

**Total Initial Charges for 2 vehicles:** $78.00

---

1. Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
2. See the following pages for details of Full Maintenance Service.
3. Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management.
4. Excludes License, Registration, Certain Charges, and Tax.

Current market and vehicle conditions may also affect value of vehicles.

Proposal is subject to Customer's Credit Approval.

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicles.

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

Lessor: Effingham County Board of Commissioners

Signature: [Signature]

Printed On 08/05/2022 04:30:22 PM

Page 1 of 6
### Capitalized Amount Calculations

#### Open-End (Equity) Lease Proposal

**Prepared For:** Effingham County Board of Commissioners (505556)

**Prepared For:** Callanan, Tim

**Proposal #:** P701015

**Quantity:** 2

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<th>Quote</th>
<th>Capitalized Prices/Billed on Delivery</th>
<th>Manufacturer Invoice Price</th>
<th>Incentives &amp; Rebates</th>
<th>Adjustment</th>
<th>Capitalized Price of Vehicle¹</th>
<th>Certain Other Charges</th>
<th>Initial License &amp; Registration Fee</th>
<th>Capitalized Price Reduction</th>
<th>Certain Other Charges on CPR</th>
<th>Gain Applied from Prior Unit</th>
<th>Certain Other Charges on GOP</th>
<th>Tax on Incentives</th>
<th>Aftermarket Equipment</th>
<th>Courtesy Delivery / Dealer Prep Fee</th>
<th>Delivery Charge</th>
<th>Other Costs</th>
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<tr>
<td>Billed on Delivery</td>
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<td>$0.00</td>
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<td>$39.00</td>
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<td>$0.00</td>
<td></td>
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<tr>
<td>6617260 Capitalized Price</td>
<td>$47,710.00</td>
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<tr>
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<td></td>
<td>$0.00</td>
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<td></td>
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</tbody>
</table>

---

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

¹Capitalized price of vehicles may be adjusted to reflect final manufacturer’s invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the ‘Equity Lease Proposal Summary’ page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

---

**Initials**

---

**Printed On 08/05/2022 04:30:22 PM**
**VEHICLE INFORMATION:**

2023 Ford F-150 XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB - US  
Series ID: W1E

**Pricing Summary:**

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<thead>
<tr>
<th>Item</th>
<th>INVOICE</th>
<th>MSRP</th>
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<td>$44,910.00</td>
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<td>Total Options</td>
<td>$3,026.00</td>
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<td>Destination Charge</td>
<td>$1,795.00</td>
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<tr>
<td><strong>Total Price</strong></td>
<td><strong>$47,710.00</strong></td>
<td><strong>$50,030.00</strong></td>
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**SELECTED COLOR:**

Exterior: PQ - Race Red  
Interior: AS - Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

**SELECTED OPTIONS:**

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<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
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<th>MSRP</th>
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<td>101A</td>
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<td>145WB</td>
<td>145&quot; Wheelbase</td>
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<tr>
<td>44G</td>
<td>Transmission: Electronic 10-Speed Automatic</td>
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<tr>
<td>524</td>
<td>SYNC 4 w/Enhanced Voice Recognition</td>
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<td>53B</td>
<td>Class IV Trailer Hitch Receiver</td>
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<tr>
<td>582</td>
<td>Radio: AM/FM SiriusXM w/360L</td>
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<tr>
<td>64C</td>
<td>Wheels: 17&quot; Silver Steel</td>
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<tr>
<td>96P</td>
<td>Plastic Drop-in Bedliner</td>
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<tr>
<td>995</td>
<td>Engine: 5.0L V8</td>
<td>$2,125.00</td>
<td>$2,335.00</td>
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<tr>
<td>A</td>
<td>Vinyl 40/20/40 Front Seat</td>
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<td>AS_02</td>
<td>Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat</td>
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<td>NNGV6</td>
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<tr>
<td>PAINT</td>
<td>Monotone Paint Application</td>
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<td>STDTR</td>
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<tr>
<td>X27</td>
<td>3.31 Axle Ratio</td>
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</tbody>
</table>
CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors: 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Bed Liner: bed liner
- Box Style: regular
- Body Material: aluminum body material
- : class IV trailer ing with harness, hitch
- Grille: black grille

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- Air Filter: air filter
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- Illuminated Entry: illuminated entry
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- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
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- Front Wipers: variable intermittent wipers
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance
Item X. 3.

Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
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Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
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Oil Pressure Warning: oil-pressure warning
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Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
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Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

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

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

Standard Transmission:
   Transmission 10-speed automatic w/ OD and PowerShift automatic
### Driver Information

<table>
<thead>
<tr>
<th>Quote</th>
<th>Driver</th>
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<th>Use Tax Rate</th>
<th>Expected Annual Mileage</th>
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### Base Lease Payment

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<thead>
<tr>
<th>Capitalized Amount (Delivered Price per Vehicle)</th>
<th>Lease Term</th>
<th>Depr Rate</th>
<th>Depr Amount</th>
<th>Mgmt Fee</th>
<th>Interest¹</th>
<th>Monthly Use Tax</th>
<th>Full Maint Program²</th>
<th>Additional Services³</th>
<th>Total Monthly Payment incl. Tax and Addl Services</th>
<th>Book Value at Term</th>
<th>Initial Charges ¹</th>
<th>License, Registration, Certain Other Charges and Tax</th>
<th>Total Initial Charges Billed upon Delivery</th>
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</table>

**Total Monthly Payment for 1 vehicles:** $901.59  
**Total Initial Charges for 1 vehicles:** $39.00

---

¹Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
²See the following pages for details of Full Maintenance Service.
³Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management.
⁴Excludes License, Registration, Certain Charges, and Tax.

Current market and vehicle conditions may also affect value of vehicles.

Proposal is subject to Customer's Credit Approval.

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicles.

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

Lessee: Effingham County Board of Commissioners

---

**Signature**

August 6, 2022
## Open-End (Equity) Lease Proposal

**Prepared For:** Effingham County Board of Commissioners (505556)  
**Prepared For:** Callanan, Tim

### Capitalized Amount Calculations

**Quantity:** 1  
**Proposal #:** P701020  
**Date:** 08/05/2022

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<th>Quote</th>
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<th>Incentives &amp; Rebates</th>
<th>Adjustment</th>
<th>Capitalized Price of Vehicle(^1)</th>
<th>Certain Other Charges</th>
<th>Certain License &amp; Registration Fee</th>
<th>Capitalized Price Reduction</th>
<th>Certain Other Charges on CPR</th>
<th>Gain Applied from Prior Unit</th>
<th>Certain Other Charges on GOP</th>
<th>Tax on Incentives</th>
<th>Aftermarket Equipment</th>
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---

1. Capitalized price of vehicles may be adjusted to reflect final manufacturer’s invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

---

**Initials**

---

**Printed On:** 08/05/2022 04:29:29 PM  
**Page:** 2 of 6
VEHICLE INFORMATION:

2023 Ford F-150 XLT 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB - US
Series ID: W1E

Pricing Summary:

<table>
<thead>
<tr>
<th></th>
<th>INVOICE</th>
<th>MSRP</th>
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<tbody>
<tr>
<td>Base Vehicle</td>
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<td>Total Price</td>
<td>$50,632.00</td>
<td>$54,110.00</td>
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SELECTED COLOR:

Exterior: PQ - Race Red
Interior: MS - Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

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<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
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<td>300A</td>
<td>Equipment Group 300A Standard (Fleet)</td>
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<td>44G</td>
<td>Transmission: Electronic 10-Speed Automatic</td>
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<td>53B</td>
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<td>96P</td>
<td>Plastic Drop-In Bedliner</td>
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<td>$350.00</td>
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<td>995</td>
<td>Engine: 5.0L V8</td>
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<td>$2,335.00</td>
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<tr>
<td>X27</td>
<td>3.31 Axle Ratio</td>
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</table>
CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors: 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Door Handles: black
- Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Bed Liner: bed liner
- Box Style: regular
- Body Material: aluminum body material
- : class IV trailer with harness, hitch
- Grille: black w/chrome surround grille

Convenience Features:
- Air Conditioning: manual air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote engine start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: bin instrument-panel storage
- Front Underseat Storage Tray: locking front underseat storage tray
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet

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

Lighting, Visibility and Instrumentation Features:
- Headlamp Type: delay-off aero-composite halogen headlamps
- Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Front Fog Lights: front fog lights
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Rear Window Defroster: rear window defroster
- Tinted Windows: deep-tinted windows
Item X. 3.

Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

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

Seats And Trim:
  Seating Capacity max. seating capacity of 6
  Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Cabbback Insulator: cabbback insulator
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents

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

Standard Transmission:
Transmission 10-speed automatic w/ OD and PowerShift automatic
**Open-End (Equity) Lease Rate Quote**  
**Quote No:** 6658890

**Prepared For:** Effingham County Board of Commissioners  
**Prepared By:** Callanan, Tim  
**Date:** 08/24/2022  
**AE/AM:** KW0/0JB

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<th>Make</th>
<th>Model</th>
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<tbody>
<tr>
<td></td>
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<td>Ford</td>
<td>F-150</td>
<td>XL 4x4 SuperCab 6.5 ft. box 145 in. WB</td>
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</table>

**Vehicle Order Type**  
**In-Stock** | **Term** | **State** | **GA** | **Customer#** | 505556

---

**$ 39,485.00** Capitalized Price of Vehicle  
$ 0.00 * License and Certain Other Charges 6.6000% State GA  
$ 39.00 * Initial License Fee  
$ 0.00 Registration Fee  
$ 0.00 Other:Courtesy Delivery Fee  
$ 0.00 Capitalized Price Reduction  
$ 0.00 Tax on Capitalized Price Reduction  
$ 0.00 Gain Applied From Prior Unit  
$ 0.00 * Tax on Gain On Prior  
$ 0.00 * Security Deposit  
$ 0.00 * Tax on Incentive ( Taxable Incentive Total : $0.00 )

**$ 39,485.00** Total Capitalized Amount (Delivered Price)  
$ 533.05 Depreciation Reserve @ 1.3500%  
$ 195.74 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)  

**$ 728.79** Total Monthly Rental Excluding Additional Services

**Additional Fleet Management**  
**Master Policy Enrollment Fees**  
$ 0.00 Commercial Automobile Liability Enrollment  
**Comp/Coll Deductible** | 0 / 0  
**OverMileage Charge** | $ 0.0450 Per Mile  
**# Tires** | 0  
**Loaner Vehicle Not Included**

**$ 48.23** Additional Services SubTotal

**$ 777.02** Total Monthly Rental Including Additional Services

**$ 7,502.00** Reduced Book Value at 60 Months  
**$ 400.00** Service Charge Due at Lease Termination

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**Notes**

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

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

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

---

**LESSEE** Effingham County Board of Commissioners

**BY**  
**TITLE**  
**DATE**

---

* Indicates items to be billed on delivery.

1. Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.  
2. Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).  
3. The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable on behalf of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

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Printed On 08/24/2022 02:51:57 PM  
Page 1 of 5
VEHICLE INFORMATION:

2022 Ford F-150 XL 4x4 SuperCab 6.5 ft. box 145 in. WB - US
Series ID: X1E

Pricing Summary:

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<tr>
<td>Base Vehicle</td>
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<td>Destination Charge</td>
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<td><strong>Total Price</strong></td>
<td><strong>$39,747.00</strong></td>
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SELECTED COLOR:

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

SELECTED OPTIONS:

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<td>145WB</td>
<td>145&quot; Wheelbase</td>
<td>STD</td>
<td>STD</td>
</tr>
<tr>
<td>44G</td>
<td>Transmission: Electronic 10-Speed Automatic</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>64C</td>
<td>Wheels: 17&quot; Silver Steel</td>
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<tr>
<td>99B</td>
<td>Engine: 3.3L V6 PFDI</td>
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<td>A</td>
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<td>STDRD</td>
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<td>Included</td>
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<td>YZ_01</td>
<td>(0 P) Oxford White</td>
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</table>
CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors: 4
- Rear Driver Door: reverse opening rear passenger doors
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: manual folding side-view door mirrors
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Box Style: regular
- Body Material: aluminum body material
- : trailering with harness
- Grille: black grille

Convenience Features:
- Air Conditioning: manual air conditioning
- Air Filter: air filter
- Remote Engine Start: remote engine start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: bin instrument-panel storage
- Power Accessory Outlet: 1 12V DC power outlet

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

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

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

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

Standard Engine:
Engine 290-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:
Item X. 3.
Staff Report

Subject: Governor’s Office of Planning and Budget (OPB) Capital Projects Grant Program
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 9/6/22
Item Description: Consideration of approval to submit an application to the Governor’s Office of Planning and Budget (OPB) Capital Projects Grant Program for a broadband infrastructure project.

Summary Recommendation:
Staff recommends approval to submit an application to the Governor’s Office of Planning and Budget (OPB) Capital Projects Grant Program for a broadband infrastructure project.

Executive Summary:
The Governor’s Office of Planning and Budget (“OPB”) hereby notifies interested applicants of the opportunity of funds allocated for the Georgia Capital Projects Fund Grant Program (“CPF Grant Program”). The availability and use of these funds is subject to all applicable State and Federal laws including guidance from Treasury regarding the Coronavirus Capital Projects Fund (“CPF”) established by Section 604 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”). OPB is facilitating the distribution of the State’s CPF through the CPF Grant Program which has been designed in accordance with Treasury’s Capital Projects Fund Guidance for States, Territories, and Freely Associated States and their FAQs issued on April 28, 2022. Supplementary guidance may be published at any time by Treasury and/or the State.

Capital Projects must invest in capital assets designed to directly enable work, education, and health monitoring. The CPF Grant Program has been designed to address the critical need for high-speed, reliable connectivity that was highlighted by the COVID-19 pandemic. To address this need, the CPF Grant Program is seeking applications to provide funding for Broadband Infrastructure Projects (that reliably meet or exceed download and upload speeds of 100 Mbps) to unserved homes and businesses in Georgia. Applicants are strongly encouraged to consult and engage with the impacted community(ies) as part of this application process to consider the need for access and affordability levels for households and businesses. Additionally, applicants for the CPF Grant Program must participate in the Affordable Connectivity Program (“ACP”) and are strongly encouraged to provide at least one low-cost, affordable option offered at speeds that are sufficient for a household with multiple users to simultaneously telework and engage in remote learning which the State deems as a minimum of 100/20 Mbps.
**Background:**
1. The application process is competitive.
2. Matching funds dollar-for-dollar projects are ranked higher.
3. Applications are due by October 7, 2022.

**Alternatives for Commission to Consider:**
1. Approve to submit an application to OPB Capital Projects Grant Program for a broadband infrastructure project.
2. Do not approve to submit an application to OPB Capital Projects Grant Program for a broadband infrastructure project.
3. Provide Staff with Direction

**Recommended Alternative:**
Staff recommends Alternative number 1 – Approve to submit an application to OPB Capital Projects Grant Program for a broadband infrastructure project.

**Other Alternatives:**
N/A

**Department Review:** *(list departments)*
Finance

**Funding Source:**
Match would be from General Fund - Fund Balance

**Attachments:**
1. OPB Capital Projects Grant Program notice of funding opportunity
This Notice of Funding Opportunity (“NOFO”) is intended to be a guide to the application process for perspective applicants applying for consideration of funding through the Georgia Capital Projects Grant Program (“CPF Grant Program”). This guidance is not exhaustive, binding, or final. The State’s final CPF Grant Program is subject to approval from the U.S. Department of the Treasury (“Treasury”).

I. OVERVIEW
The Governor’s Office of Planning and Budget (“OPB”) hereby notifies interested applicants of the opportunity of funds allocated for the Georgia Capital Projects Fund Grant Program (“CPF Grant Program”). The availability and use of these funds is subject to all applicable State and Federal laws including guidance from Treasury regarding the Coronavirus Capital Projects Fund (“CPF”) established by Section 604 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”). OPB is facilitating the distribution of the State’s CPF through the CPF Grant Program which has been designed in accordance with Treasury’s Capital Projects Fund Guidance for States, Territories, and Freely Associated States and their FAQs issued on April 28, 2022. Supplementary guidance may be published at any time by Treasury and/or the State.

Capital Projects must invest in capital assets designed to directly enable work, education, and health monitoring. The CPF Grant Program has been designed to address the critical need for high-speed, reliable connectivity that was highlighted by the COVID-19 pandemic. To address this need, the CPF Grant Program is seeking applications to provide funding for Broadband Infrastructure Projects (that reliably meet or exceed download and upload speeds of 100 Mbps) to unserved homes and businesses in Georgia. Applicants are strongly encouraged to consult and engage with the impacted community(ies) as part of this application process to consider the need for access and affordability levels for households and businesses. Additionally, applicants for the CPF Grant Program must participate in the Affordable Connectivity Program (“ACP”) and are strongly encouraged to provide at least one low-cost, affordable option offered at speeds that are sufficient for a household with multiple users to simultaneously telework and engage in remote learning which the State deems as a minimum of 100/20 Mbps.

II. APPLICATION ASSISTANCE
During the grant application window, only staff designated by OPB as primary grant contacts can be contacted for assistance. The primary grant contacts for the CPF Grant Program are Jonna West (Jonna.west@opb.georgia.gov) and Jessica Simmons (Jessica.simmons@gta.ga.gov).

III. FUNDING AVAILABLE FOR AWARD
OPB anticipates that approximately $240 million may be available under this NOFO, which may be increased or decreased at OPB’s discretion. OPB reserves the right to fund, in whole or in part, any, all, or none of the applications submitted in response to this NOFO.
IV. ELIGIBLE PROJECT AREAS

The State of Georgia is committed to providing financial resources to help fund Broadband Infrastructure Projects that would not be feasible without assistance. In conformance with the requirements and preferences outlined in Treasury guidance, 44 preliminary eligible project areas have been identified by the State for the CPF Grant Program using data from the July 1, 2022 refresh of the Georgia Broadband Availability Map. Final eligible project areas will be announced following the Service Verification Process.

Applicants must design their submitted projects to serve all locations identified by the State in the selected eligible project area. Additionally, applicants that wish to apply for multiple project areas will need to submit separate applications for each of the eligible project areas.

In selecting the eligible project areas, the State considered the following criteria:

- The unserved nature of the county. The State focused project area selection for the CFP Grant Program on counties with the most need—meaning high percentages and numbers of unserved locations (currently lacking a terrestrial connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload) without funding commitments (State, Federal, private, etc.) to serve those locations.
- Specific locations that received funding awards from the State of Georgia’s competitive State Fiscal Recovery Fund Grant were excluded. Additionally, locations where there is an existing enforceable Federal or State funding commitment for reliable wireline service at speeds of at least 100 Mbps download and 20 Mbps upload (e.g. FCC Rural Digital Opportunity Fund, USDA ReConnect, NTIA Broadband Infrastructure Program, RUS Loans, etc.) were excluded. Locations that have existing Federal or State funding commitments for satellite service are eligible for the CFP Grant Program since O.C.G.A § 50-40-1(2) defines broadband as terrestrial service, making satellite-served locations unserved.
- Economic distress factors impacting the community(ies) to be served by the CPF Project.
- Many cities and counties within the 44 eligible project areas are also Broadband Ready designees.

V. ELIGIBLE APPLICANTS

Internet service providers (ISPs) including co-operatives, electric utilities, and other entities that build or operate broadband networks. Partnerships and consortium applications will be allowed (e.g., two providers partnering to serve an eligible project area).

VI. SCORING CRITERIA

The following criteria will be used by the committee to score applications for this Grant Program:

- Project Design and Implementation (25%)
  o A project timeline is a required document for this section. Failure to submit a project timeline will result in an application being deemed incomplete.
- Capabilities and Competencies (20%)
- Performance Measures (10%)
- Project Budget (including matching funds) (30%)
  o Documentation of the amount of grant funds being requested along with a detailed budget and matching funds must be submitted using the provided budget template. Failure to do so will result in an application being deemed incomplete.
- Community Engagement (10%)
Including letters of support from local governments, elected officials, residents, public surveys, etc.

- Affordable Offering (5%)
  - Preference will be given to applications that provide at least one low-cost, affordable option offered at speeds that are sufficient for a household with multiple users to simultaneously telework and engage in remote learning which the State deems as a minimum of 100/20 Mbps.

VII. SCORING PREFERENCES
Based on Treasury guidance, scoring preference in the “Project Design and Implementation” category will be given to projects that prioritize investments in fiber-optic infrastructure.

Additionally, if it would be impracticable, because of geography, topography, or excessive cost, for a Broadband Infrastructure Project to be designed to deliver services of at least 100/100 Mbps, the project must be designed so that it reliably meets or exceeds 100/20 Mbps and be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds. Preference will be given to projects that propose reliable, symmetrical 100 Mbps speed or higher. If, for the reasons described above, 100/100 Mbps is not practicable, additional information, including a description of the technology being proposed and a rationale for why 100/100 Mbps cannot be reasonably met, must be provided and will be evaluated under the “Project Design and Implementation” metric.

VIII. MATCHING FUNDS
Significant investment from providers and public community partners contributes to a stronger application, and as such, preference will be given to the applications with higher matching funds and their impact on the total amount of CPF grant funds being requested.

IX. PARTICIPATION IN THE AFFORDABLE CONNECTIVITY PROGRAM
Service providers for approved CPF-funded Broadband Infrastructure Projects must participate in the Federal Communications Commission’s (“FCC”) Affordable Connectivity Program (“ACP”).

X. PARTICIPATION IN THE GEORGIA BROADBAND MAP PROGRAM
Service providers for approved CPF-funded Broadband Infrastructure Projects must participate in the Georgia Broadband Map program and submit regular network updates as requested by the State.

XI. PERIOD OF PERFORMANCE
All funds must be expended by December 31, 2026, which is the end of the period of performance. The awardee may use CPF grant funds to cover costs incurred beginning from the date of executed Terms and Conditions and ending December 31, 2026. Projects must reach substantial completion before December 31, 2026. Substantial completion is defined by Treasury as the date for which the Project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational.

Since the State is committed to providing financial resources to help fund Broadband Infrastructure Projects that would not be feasible without assistance, only new projects that have not started construction at the time of the release of this NOFO are eligible for the CPF Grant Program.
XII. **ELIGIBLE PROJECT COSTS**
Allowable costs are determined in accordance with the cost principles identified in 2 C.F.R. Part 200, Subpart E. Federal funds committed to an award may only be used to cover allowable costs incurred during the period of performance and for allowable closeout costs incurred during the grant closeout process. Please refer to Treasury’s Capital Projects Fund Guidance for States, Territories, and Freely Associated States and the FAQs issued on April 28, 2022, for additional information on eligible costs.

XIII. **GRANT PROGRAM TIMELINE**
August 15, 2022: NOFO and Preliminary Eligible Project Areas Released
August 15, 2022: Service Verification Process Opens
August 17, 2022: Virtual Applicant Workshop 1 at 9:00 AM EST
August 26, 2022: Service Verification Process Closes at 5:00 PM EST
September 6, 2022: Application Window Opens
September 8, 2022: Virtual Applicant Workshop 2 at 10:00 AM EST
October 7, 2022: Applications Due by 5:00 PM EST
October 28, 2022: Application Review Complete
Fall 2022: Final Recommendations and Preliminary Awards Announced (Date is dependent upon Georgia’s CPF Grant and Program Plan approval from Treasury)

XIV. **APPLICATION REVIEW PROCESS**
All applications will be reviewed for eligibility and completeness, and then evaluated based the priorities and criteria identified herein. Recommendations will be made to the governor for final selection.

XV. **SERVICE VERIFICATION PROCESS**
Based on the timeline stated in Section XIII, a map of State-identified preliminary eligible project areas will be publicly posted on OPB’s website for service providers to review. If a service provider believes that a proposed eligible project location overlaps with their current service network or any new locations of theirs that are currently being built or have been built since the most recent publication of the Georgia Broadband Map (documentation will be required to show active buildouts, not just future plans), they can file a service verification by the deadline specified in Section XIII. Any provider submitting a service verification must complete the Service Verification Form available at https://opb.georgia.gov/capital-projects-fund along with providing address-level information for locations that they believe are already served.

XVI. **APPLICATION AWARD AND NOTIFICATION**
All applications will be reviewed and evaluated according to the scoring criteria, priorities, and preferences outlined in this NOFO. All award results will be posted on OPB’s website and applicants notified in writing.

XVII. **GRANT AGREEMENT AND TERMS AND CONDITIONS**
An applicant selected for funding through the CFP Grant Program that wishes to accept this award must execute the CPF Grant Program Terms and Conditions within 60 days of award announcements. The State will not accept proposed changes or amendments to the Terms and Conditions. Failure or refusal to comply with this requirement will result in award funds being rescinded.
XVIII. COMPLIANCE WITH OTHER REQUIREMENTS

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including 2 C.F.R. Part 200 apply to the CPF awarded projects, except for any provisions the Treasury may determine are inapplicable to an award. Each award is further subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

Investments in Capital Projects must be carried out in ways that comply with applicable Federal laws, including the 2019 National Defense Authorization Act (“NDAA”). Among other requirements contained in 2 C.F.R. Part 200, 2 C.F.R. 200.216 implements certain provisions of the NDAA and contains prohibitions on the use of grant funds to procure or obtain certain telecommunications and video surveillance services or equipment provided or produced by designated entities, including certain entities owned or controlled by the People’s Republic of China. In addition, 2 C.F.R. 200.471 provides that certain telecommunications and video surveillance costs associated with 2 C.F.R. 200.216 are unallowable.

It is important that investments in Capital Projects be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. Projects funded by the Capital Projects Fund must comply with all applicable Federal laws and regulations, and with all requirements for State, local, and Tribal laws and ordinances to the extent that such requirements do not conflict with Federal laws.

Capital Projects should incorporate strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

Treasury further encourages prioritization of employers (including contractors and subcontractors) without recent violations of Federal and State labor and employment laws as a further measure that may minimize project disruptions and delays.

Among other requirements contained in 2 C.F.R. 200, Appendix II, all contracts made by a Subrecipient in excess of $100,000 that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). And as noted below in Section III.C, Treasury will seek information from Recipients on their workforce plans and practices related to Capital Projects Fund Projects, as well as information about subcontracted entities. Further, Treasury encourages Recipients to prioritize in their procurement decisions employers who can demonstrate:

- Their workforce meets high safety and training standards, including professional certification, licensure and/or robust in-house training;

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• Prioritization in hiring of local workers and/or workers from historically disadvantaged communities;
• Direct employment of their workforce, or policies and practices in place to ensure contractors and subcontractors meet high labor standards; and
• No recent violations of Federal and State labor and employment laws.

Projects funded by the Capital Projects Fund must comply with all applicable Federal and State environmental laws. Generally, the National Environmental Policy Act does not apply to projects funded by the Capital Projects Fund.

XIX. REPORTING
Subrecipients awarded funding through the CFP Grant Program will be subject to all reporting requirements as set forth by the State and Treasury.

XX. OVERSIGHT
Subrecipients awarded funding through the CFP Grant Program will be subject to audit or review by the Treasury Inspector General and Government Accountability Office.
Executive Summary/Background:
Since FY 2013 Lanier, Deal & Proctor (formerly Thigpen, Lanier, Westerfield & Deal) has provided audit services of the County’s Financial Statements.

1. Each fiscal year an audit is conducted.
2. This audit is conducted in order to meet state and federal requirements of the county, to ensure the financial statements of the county are presented fairly in all material aspects and are in conformity with generally accepted accounting principles known as GAAP.
3. The auditors work includes items such as review of internal controls, review of recorded financial transactions, review of compliance related issues and examination and testing in order to express an opinion of these.
4. We set the audit calendar as a guideline for the audit process to ensure that the audit is completed timely.

Alternatives for Commission to Consider:
Informational Only

Recommended Alternative:
Informational Only

Department Review: (list departments)
Finance

Funding Source:
General fund

Attachments:
1. Audit calendar FY 2022
## EFFINGHAM COUNTY
### Proposed Audit Calendar
#### Fiscal Year Ending 6/30/2022

| Dates          | Processes                                                                透过 AI 识别
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<tr>
<td>9/19/2022</td>
<td>Preliminary Trial Balance to Auditor</td>
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<tr>
<td>9/19/2022</td>
<td>Pre field work conference &amp; County related work papers provided</td>
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<tr>
<td>09/21/2022 - 09/30/2022</td>
<td>Pre field work conference with Elected Officials &amp; Related Agencies</td>
</tr>
<tr>
<td></td>
<td>Initial Site visits and field work to begin for Officials &amp; Related Agencies</td>
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<tr>
<td></td>
<td>Sheriff's Office, Probate, Probation, Tax Commissioner, State Court</td>
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<td>Magistrate &amp; Superior Court</td>
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<tr>
<td>10/4/2022</td>
<td>Status report due to the Board of Commissioners</td>
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<tr>
<td>10/04/2022 - 10/28/2022</td>
<td>Field work for direct County related financial work papers</td>
</tr>
<tr>
<td>11/1/2022</td>
<td>Status report due to the Board of Commissioners</td>
</tr>
<tr>
<td>11/07/2022 - 11/11/2022</td>
<td>Preliminary proposed auditors entries and trial balance</td>
</tr>
<tr>
<td>11/15/2022</td>
<td>Status report due to the Board of Commissioners</td>
</tr>
<tr>
<td>11/16/2022</td>
<td>Draft legal disclosure letter to the auditor from the attorney</td>
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<tr>
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<td><strong>Closed Thanksgiving - November 24-25</strong></td>
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<tr>
<td>11/29/2022 - 12/05/2022</td>
<td>Staff draft of Management , Discussion and Analysis</td>
</tr>
<tr>
<td>12/06/2022 - 12/12/2022</td>
<td>Audited Financial Statements Finalized &amp; Management Representation Letter</td>
</tr>
<tr>
<td>1/2/2023</td>
<td>Landfill Assurance Report</td>
</tr>
<tr>
<td>1/3/2023</td>
<td>Audit Financial Statements Finalized - Submitted to the Board of Commissioners</td>
</tr>
<tr>
<td>1/3/2023</td>
<td>Annual Financial Statement Presentation to the Board of Commissioners</td>
</tr>
<tr>
<td>1/3/2023</td>
<td>Auditors Presentation</td>
</tr>
</tbody>
</table>
Staff Report

Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 6, 2022

Item Description: 3 Byrds Development, LLC requests to rezone 39.46 acres from AR-1 to R-3 to allow for a multi-family residential development. Located on Hwy 30. [Map# 352 Parcel# 18]

Summary Recommendation

Staff has reviewed the application, and recommends denial of the request to rezone 39.46 acres from AR-1 to R-3 to allow for a 355-unit multi-family residential development on Hwy 30.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. The R-3 multi-family zoning district allows up to 9 dwelling units per acre, and requires at least 15% of net usable area as common outdoor open space.
- The concept plan for the proposed 355-unit townhome/apartment development includes a clubhouse, playgrounds, common areas, and a proposed 20’ buffer around the perimeter. Specific acreage for common open space are not specified on the concept plan.
- The applicant proposes to extend lines ~1000’ to connect to existing water and sewer at Windfield.
- The proposed development is inconsistent with neighboring development types, which are low to medium density residential developments. Residential lot sizes in the area range from 6,600 sf (R-6 & PD) to multi-acre AR properties. The concept plan does not include lot size information.
- There are two R-3 zoned properties within two miles. One has an approved sketch plan (141 units on 16.95 ac=8.3 units per acre), and is situated next to the S. Effingham Middle and High School complex. The other is church-owned, with no approved development plan.
- The proposed multifamily development is not connected to pedestrian facilities, or retail/service facilities. High density residential development is more suitable in an urban activity center, where pedestrian facilities, transit, and retail/commercial services are available to support residents.
- If rezoning is approved, staff will meet with the applicant to discuss infrastructure design & ownership. The sketch plan should include connectivity with adjacent parcels, as well as internal street block lengths that meet ordinance requirements. In addition, a Traffic Impact Assessment will be required.
- At the May 16 Planning Board meeting, Ryan Thompson made a motion to deny the request to rezone 39.46 acres from AR-1 to R-3.
- The motion was seconded by Brad Smith, and carried unanimously.
- On May 31, the applicant requested to postpone the application until after the expiration of the moratorium.

Alternatives

1. Approve request to rezone 39.46 acres from AR-1 to R-3 to allow for a multi-family residential development, with the following conditions:
   1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 zoning district, and meet all requirements of Appendix B – Subdivision Regulations
   2. A Sketch Plan must be submitted for approval before site development plans are submitted.
   3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
   4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   5. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.

2. Deny the request to rezone 39.46 acres from AR-1 to R-3.

Recommended Alternative: 2
Other Alternatives: 1

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Aerial photograph
5. Deed
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 03/09/2022

Applicant/Agent: 3 Byrds Development, LLC
Applicant Email Address: m.byrd@mattbyrdhomes.com
Phone # 912-704-6400

Applicant Mailing Address: 122 Canal Street, Suite 108
City: Pooler  State: GA  Zip Code: 31322

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: Noel C. Conaway Road (Hwy 30)

Proposed Road Access: Noel C. Conaway Road (Hwy 30)

Present Zoning of Property: AR-1  Proposed Zoning: R-3

Tax Map-Parcel # 03520018  Total Acres: 39.46  Acres to be Rezoned: 39.46

Lot Characteristics: Rectangle in shape

WATER

____ Private Well  _________ Private Septic System

X Public Water System  X Public Sewer System

If public, name of supplier: Effingham County

Justification for Rezoning Amendment: To develop a multi-family community.

List the zoning of the other property in the vicinity of the property you wish to rezone:

North AR-1  South R6  East AR-2  West AR-1
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 03/09/2022

Applicant/Agent: 3 Byrds Development, LLC

Applicant Email Address: m.byrd@mattbyrdshomes.com

Phone #: 912-704-6400

Applicant Mailing Address: 122 Canal Street, Suite 108

City: Pooler State: GA Zip Code: 31322

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: Noel C. Conaway Road (Hwy 30)

Proposed Road Access: Noel C. Conaway Road (Hwy 30)

Present Zoning of Property: AR-1 Proposed Zoning: R-3

Tax Map-Parcel #: 03520018 Total Acres: 39.46 Acres to be Rezoned: 39.46

Lot Characteristics: Rectangle in shape

WATER

Private Well

Public Water System

SEWER

Private Septic System

Public Sewer System

If public, name of supplier: Effingham County

Justification for Rezoning Amendment: To develop a multi-family community.

List the zoning of the other property in the vicinity of the property you wish to rezone:

North AR-1 South R6 East AR-2 West AR-1

Rev 01132022
1. Describe the current use of the property you wish to rezone.

Currently zoned as AR-1.

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.

We would like to rezone the property to R-3 and develop a multi-family community with multiple common areas, playgrounds, picnic areas, trails, and a clubhouse.

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

There are multiple R-6 communities alongside Hwy 30, and a R-3 zoned property next to the High School.

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?

Similar in use to teh two mini R-6 communities across the street on Hwy 30.

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 ___________________________
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

02/15/1990

on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 278 page 303.

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______________________________

Owner’s signature________________________

Print Name______________________________

Sworn and subscribed before me this 01st day of March, 2022.

______________________________

Notary Public, State of Georgia

[Notary Public Signature]
After recording return to:
McManamy Jackson Hollis, LLC
415 Eisenhower Drive, No. 1
Savannah, Georgia 31406
File No. 2022-2284MJHS

STATE OF GEORGIA

COUNTY OF Effingham

EXECUTOR'S DEED

THIS INDENTURE, made and entered into this 15th day of March, 2022, by and between

STEPHEN CRAIG NORTH, AS EXECUTOR UNDER THE LAST WILL AND TESTAMENT OF ROBERT M. NORTH, JR., deceased, as Party of the First Part and 3 BYRDS DEVELOPMENT, LLC, a Georgia limited liability company, as Party of the Second Part.

-WITNESSETH-

WHEREAS, ROBERT M. NORTH, JR. died testate in Effingham County, Georgia on January 5, 2021 and upon the petition of Stephen Craig North, Letters Testamentary under the Last Will and Testament of the said Robert M. North, Jr., deceased, were issued to the said STEPHEN CRAIG NORTH by order of the Probate Court of Effingham County, Georgia dated March 12, 2021.

WHEREAS, all of the debts and taxes due upon said Estate have been satisfied.

WHEREAS, the said Executor continues to actively manage the affairs of the Estate and no Assent to Devise has been granted.
NOW THEREFORE, said Party of the First, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, has granted, bargained, sold and convey unto the said Party of the Second Part, its successors and assigns, all of the following described tract or parcel of land, to-wit:

See Exhibit “A” attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said premises, 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 Party of the Second Part, its successors and assigns, forever in FEE SIMPLE.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and seal on the day and year first above written as the date hereof.

Signed, sealed and delivered in the presence of:

By: [Signature] (SEAL)

STEPHEN CRAIG NORTH,
AS EXECUTOR UNDER THE LAST WILL AND TESTAMENT OF ROBERT M. NORTH, JR., deceased.

WITNESS

[Signature]

NOTARY PUBLIC
STATE OF: Georgia
COUNTY OF: Barrow
EXHIBIT “A”

Legal Description of Property

All those lots, tracts or parcels of land, lying, situate and being in the Effingham County, Georgia, known as Parcel #1 and Parcel #2 upon a plat thereof entitled “Plat of Division of J.R. Conaway Estate” prepared by Paul D. Wilder, Georgia Registered Land Surveyor, recorded in Plat Book 16, Page 197, in the office of the Clerk of Superior Court of Effingham County, Georgia. Said Parcel #1 was conveyed to Robert M. North, Jr. by Warranty Deed dated February 15, 1990, recorded in Deed Book 278, Page 303, in the aforesaid Clerk’s Office; and said Parcel #2 was conveyed to Robert M. North, Jr. by Warranty Deed dated March 31, 1992, recorded in Deed Book 310, Page 561, in the aforesaid Clerk’s Office. Said plat and deeds are incorporated herein by reference.

0 Noel Conaway Road, Guyton, Georgia 31312
Tax PIN 03520018
QUIT CLAIM DEED

This indenture, made this 14th day of March, 2022 between MICHAEL MEYERS NORTH and ELIZABETH BROXTON, collectively party of the first part, and 3 BYRDS DEVELOPMENT, LLC, a Georgia limited liability company, as party of the second part,

WITNESSETH

Party of the first part, for and in consideration of the sum of One ($1.00) Dollar and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, convey, release and forever quitclaim unto the second party, its heirs, successors and assigns, all my undivided interest in and to the following described property, to wit:

All those lots, tracts or parcels of land, lying, situate and being in the Effingham County, Georgia, known as Parcel #1 and Parcel #2 upon a plat thereof entitled “Plat of Division of J.R. Conaway Estate” prepared by Paul D. Wilder, Georgia Registered Land Surveyor, recorded in Plat Book 16, Page 197, in the office of the Clerk of Superior Court of Effingham County, Georgia. Said Parcel #1 was conveyed to Robert M. North, Jr. by Warranty Deed dated February 15, 1990, recorded in Deed Book 278, Page 303, in the aforesaid Clerk’s Office, and said Parcel #2 was conveyed to Robert M. North, Jr. by Warranty Deed dated March 31, 1992, recorded in Deed Book 310, Page 561, in the aforesaid Clerk’s Office. Said plat and deeds are incorporated herein by reference.

0 Noel Conaway Road, Guyton, Georgia 31312
Tax PIN 03520018

SUBJECT TO COVENANTS, EASEMENTS AND RESTRICTIONS OF RECORD

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances thereunto belonging or in any wise appertaining unto the second party, its heirs, successors and assigns, so that neither first party nor its heirs, successors and assigns, nor any person or persons claiming under it shall have, claim or demand and right to the above-described property, or its appurtenances.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURE PAGE TO FOLLOW
SIGNATURE PAGE TO QUITCLAIM DEED

IN WITNESS WHEREOF, the first party has caused these presents to be executed by its authorized signatory hereto on the day and year first above written.

Signed, sealed and delivered

in the presence of:

Witness

Notary Public

By: Michael Meyers North (Seal)

MICHAEL MEYERS NORTH

Notary Seal:
QUIT CLAIM DEED

This indenture, made this ___ day of March, 2022 between MICHAEL MEYERS NORTH and ELIZABETH BROXTON, collectively party of the first part, and 3 BYRDS DEVELOPMENT, LLC, a Georgia limited liability company, as party of the second part.

WITNESSETH

Party of the first part, for and in consideration of the sum of One ($1.00) Dollar and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, convey, release and forever quitclaim unto the second party, its heirs, successors and assigns, all my undivided interest in and to the following described property, to wit:

All those lots, tracts or parcels of land, lying, situate and being in the Effingham County, Georgia, known as Parcel #1 and Parcel #2 upon a plat thereof entitled “Plat of Division of J.R. Conaway Estate” prepared by Paul D. Wilder, Georgia Registered Land Surveyor, recorded in Plat Book 16, Page 197, in the office of the Clerk of Superior Court of Effingham County, Georgia. Said Parcel #1 was conveyed to Robert M. North, Jr. by Warranty Deed dated February 15, 1990, recorded in Deed Book 278, Page 303, in the aforesaid Clerk’s Office; and said Parcel #2 was conveyed to Robert M. North, Jr. by Warranty Deed dated March 31, 1992, recorded in Deed Book 310, Page 561, in the aforesaid Clerk’s Office. Said plat and deeds are incorporated herein by reference.

0 Noel Conaway Road, Guyton, Georgia 31312
Tax PIN 03520018

SUBJECT TO COVENANTS, EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances thereunto belonging or in any wise appertaining unto the second party, its heirs, successors and assigns, so that neither first party nor its heirs, successors and assigns, nor any person or persons claiming under it shall have, claim or demand and right to the above-described property, or its appurtenances.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURE PAGE TO FOLLOW
SIGNATURE PAGE TO QUITCLAIM DEED

IN WITNESS WHEREOF, the first party has caused these presents to be executed by its authorized signatory hereto on the day and year first above written.

Signed, sealed and delivered

in the presence of:

By: ELIZABETH BROXTON (Seal)

Witness

ELIZABETH BROXTON

Notary Public

Notary Seal:

My Commission Expires 03/03/2025
Homestead Application
Please wait to apply for homestead until your name appears under the "Owner" section below.

Assessment Notice
2021 Assessment Notice (PDF)
2020 Assessment Notice (PDF)

Summary
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<td>Legal Description</td>
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View Map

Owner
NORTH ROBERT M JR
215 NORTH LN
RINCON, GA 31326

Rural Land
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Valuation
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Photos
No data available for the following modules: CUVA Renewal Letter, Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits, Sketches.
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 3 Byrds Development, LLC – (Map # 352 Parcel # 18) from AR-1 to R-3 zoning.

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

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

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

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

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

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

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

Yes ☒ No ☒ 8. Do other conditions affect the property so as to support a decision against the proposal?
EFFINGHAM COUNTY REZONING CHECKLIST

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The Effingham County Planning Commission recommends:

APPROVAL _______ DISAPPROVAL _______

Of the rezoning request by applicant 3 Byrds Development, LLC – (Map # 352 Parcel # 18) from AR-1 to R-3 zoning.

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

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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 3 Byrds Development, I.L.C. – (Map # 352 Parcel # 18) from AR-1 to R-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 16, 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 X

Of the rezoning request by applicant 3 Byrds Development, LLC – (Map # 352 Parcel # 18) from AR-1 to R-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?

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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: September 6, 2022
Item Description: 3 Byrds Development, LLC requests to rezone 39.46 acres from AR-1 to R-3 to allow for a multi-family residential development. Located on Hwy 30. [Map# 352 Parcel# 18]

Summary Recommendation
Staff has reviewed the application, and recommends denial of the request to rezone 39.46 acres from AR-1 to R-3 to allow for a 355-unit multi-family residential development on Hwy 30.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. The R-3 multi-family zoning district allows up to 9 dwelling units per acre, and requires at least 15% of net usable area as common outdoor open space.
- The concept plan for the proposed 355-unit townhome/apartment development includes a clubhouse, playgrounds, common areas, and a proposed 20’ buffer around the perimeter. Specific acreage for common open space are not specified on the concept plan.
- The applicant proposes to extend lines ~1000’ to connect to existing water and sewer at Windfield.
- The proposed development is inconsistent with neighboring development types, which are low to medium density residential developments. Residential lot sizes in the area range from 6,600 sf (R-6 & PD) to multi-acre AR properties. The concept plan does not include lot size information.
- There are two R-3 zoned properties within two miles. One has an approved sketch plan (141 units on 16.95 ac=8.3 units per acre), and is situated next to the S. Effingham Middle and High School complex. The other is church-owned, with no approved development plan.
- The proposed multifamily development is not connected to pedestrian facilities, or retail/service facilities. High density residential development is more suitable in an urban activity center, where pedestrian facilities, transit, and retail/commercial services are available to support residents.
- If rezoning is approved, staff will meet with the applicant to discuss infrastructure design & ownership. The sketch plan should include connectivity with adjacent parcels, as well as internal street block lengths that meet ordinance requirements. In addition, a Traffic Impact Assessment will be required.
- At the May 16 Planning Board meeting, Ryan Thompson made a motion to deny the request to rezone 39.46 acres from AR-1 to R-3.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve request to rezone 39.46 acres from AR-1 to R-3 to allow for a multi-family residential development, with the following conditions:
   1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 zoning district, and meet all requirements of Appendix B – Subdivision Regulations
   2. A Sketch Plan must be submitted for approval before site development plans are submitted.
   3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
   4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   5. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.

2. Deny the request to rezone 39.46 acres from AR-1 to R-3.

Recommended Alternative: 2

Other Alternatives: 1

Department Review: Development Services
FUNDING: N/A
Attachments: 1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 352-18
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 352-18

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS 3 BYRDS DEVELOPMENT, LLC has filed an application to rezone thirty-nine and forty-six hundredth (39.46) +/- acres; from AR-1 to R-3 to allow for a multi-family residential development; map and parcel number 352-18, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on September 6, 2022 and notice of said hearing having been published in the Effingham County Herald on August 17, 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 thirty-nine and forty-six hundredth (39.46) +/- acres; map and parcel number 352-18, located in the 1st commissioner district is rezoned from AR-1 to R-3, with the following conditions:

1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 zoning district, and meet all requirements of Appendix B – Subdivision Regulations
2. A Sketch Plan must be submitted for approval before site development plans are submitted.
3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
5. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements.

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

This _____ day of ______________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: __________________________
FIRST/SECOND READING:

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Intent to Abandon County Road maintenance – a portion of Webb Road

Author: Eric Larson, Asst. County Manager

Department: Engineering

Meeting Date: September 6, 2022

Item Description: Second public hearing for the abandonment of a portion of Webb Road.

Summary Recommendation:
The County recommends the permanent abandonment of maintenance of the section of Webb Road parallel to and on the right-of-way of the Norfolk Southern railroad tracks. This section of road serves no public purpose and serves only one (1) property owner with access to Webb Road elsewhere.

Executive Summary/Background:
- With the development of the Dasher Point community within the City of Springfield, the city staff approached the County with concern about the presence of the road. It represents a trespass and safety concern for Dasher Point residents.
- After a records search, the County staff were unable to locate any County right-of-way.
- The Road is currently not in use.
- Fire, Sheriff, and EMS have to reviewed the request to determine if services will be negatively impacted and had no objection.
- The public notice of the closure began on June 7, 2022 and continued for one (1) month.
- A second public hearing was held and vote was to occur on August 2 at the regularly scheduled meeting of the Board of Commissioners, but was postponed to address concerns of a property owner about access across NSRR ROW. NSRR responded and met with the property owner and assured them access could be maintained and would not be withheld.
- A third public hearing and vote will occur on September 6 at the regularly scheduled meeting of the Board of Commissioners

Alternatives for Commission to Consider

1 - Approve the posting of the intent to abandon the portion of Webb Road parallel to the NSRR ROW and begin a public comment period.
2 – Take no action / Deny

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: Engineering

Funding Source: No new funding requested.

Attachments:
1. Records plats of the area.
2. Vicinity Map.
Road Abandonment - Webb Road

Note:
Area to be abandoned from Effingham County Maintenance

12 Jul, 2022

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
Staff Report

Subject: Abandonment of County Road Right-of-Way – a portion of Kessler Loop

Author: Eric Larson, Asst. County Manager
Department: Engineering
Meeting Date: September 6, 2022

Item Description: Second public hearing and vote for the abandonment of a portion of Kessler Loop.

Summary Recommendation:
The adjacent property owner, Mr. Thomas Ralph Kessler, has requested the County to consider the permanent abandonment of Right-of-Way and maintenance of the section of Kessler Loop on his property PIN 397-8B. While this section of road serves multiple properties, the closure would not prohibit public access to other properties nor impact emergency response.

Executive Summary/Background:
- Fire, Sheriff, EMS, and schools were notified and requested to review the request to determine if services will be negatively impacted. There are no objections.
- The public notice of the closure begins on August 2, 2022 and continued for one (1) month. Notice was put in the newspaper, posted on site, and via social media.
- A second public hearing and vote will occur on September 6, 2022 at the regularly scheduled meeting of the Board of Commissioners.

Alternatives for Commission to Consider
1 - Approve the abandonment of the portion of Kessler Loop on Parcel 397-8B as shown on the Abandonment Exhibit.
2 – Take no action / Deny

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: Engineering

Funding Source: No new funding requested.

Attachments: 1. Records plats of the area.
            2. Vicinity Map and Exhibit.
A RESOLUTION OF INTENT TO ABANDON A PORTION OF KESSLER LOOP THAT HAS BEEN DETERMINED TO HAVE CEASED TO BE USED BY THE PUBLIC TO THE EXTENT THAT NO SUBSTANTIAL PUBLIC PURPOSE IS SERVED BY IT; TO PROVIDE FOR WRITTEN NOTICE TO THE PROPERTY OWNERS; TO PROVIDE FOR NEWSPAPER PUBLICATION ONCE A WEEK FOR TWO WEEKS; TO PROVIDE FOR A PUBLIC HEARING ON THE MATTER; AND TO PROVIDE FOR FINAL ACTION REGARDING ABANDONMENT OF THE PORTION OF SAID ROAD; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

A RESOLUTION

WHEREAS, the Board of Commissioners of Effingham County, Georgia, after due consideration of the matter, determines that a section of its county road system, to-wit: a section of Kessler Loop, lying in the 11th G.M. District of Effingham County, Georgia, as shown on the sketch attached hereto, has ceased to be used by the public to the extent that no substantial purpose is served by it due to it being located on private land; and

WHEREAS, the Board of Commissioners of Effingham County, Georgia, believes that it is in the best interest of Effingham County, Georgia, to abandon said section of the county road system as described above; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Effingham County, Georgia, and it hereby resolved by the Authority of the Board of Commissioners of Effingham County, Georgia, that it intends to abandon said section of the county road system as described above as required by law; and

BE IT FURTHER RESOLVED, that a sketch of the section of the county road system that Effingham County, Georgia, intends to abandon as herein above described shall be filed herewith; and
BE IT FURTHER RESOLVED, that written notice shall be provided by means of registered or certified mail to each property owner located on the section of Kessler Loop at issue; and

BE IT FURTHER RESOLVED, that a notice of the intent to abandon and of the public hearing to be held on the same shall be published in the legal organ of Effingham County, Georgia once a week for two weeks; and

BE IT FURTHER RESOLVED, that a public hearing shall be held on the matter, and that said public hearing shall be advertised by publication in the legal organ of Effingham County, Georgia, once a week for two weeks prior to said hearing; and

BE IT FURTHER RESOLVED, that following said public hearing, a final determination will be made regarding the abandonment of said section of the county road system as shown on the sketch attached hereto; and

BE IT FURTHER RESOLVED, by the Board of Commissioners of Effingham County, Georgia, that any and all resolutions, ordinances or other laws in conflict with this resolution shall be and the same are hereby repealed; and

BE IT FURTHER RESOLVED, by the Board of Commissioners of Effingham County, Georgia, that this resolution shall be effective immediately upon the adoption by the Board of Commissioners of Effingham County, Georgia, and, upon such adoption, written notice shall issue to property owners on Kessler Loop; the intent to abandon shall be advertised in the legal organ of Effingham County, Georgia as required by law; a public hearing shall be advertised and held as required by law; and final action on the abandonment of such section of the county road system shall be taken following said public hearing.
ADOPTED AND APPROVED, this ______ day of September, 2022.

BOARD OF COMMISSIONERS OF EFFINGHAM, COUNTY, GEORGIA

___________________________________
WESLEY M. CORBITT, CHAIRMAN

ATTEST:

___________________________________
STEPHANIE D. JOHNSON, CLERK

[COUNTY SEAL]
Request for Right-Of-Way closure

Kessler Loop – Thomas Ralph Kessler, 2439 Noel C. Conaway Road (Hwy 30)
Staff Report

Subject: Fire fees for 2022
Author: Mark W. Barnes, Finance Director
Department: Finance
Meeting Date: 9/6/22
Item Description: Consideration to approve a resolution to adopt the 2022 fire fees

Summary Recommendation:
Staff recommends approval of the resolution to adopt the 2022 fire fees.

Executive Summary/Background:
Each year, the Board of Commissioners approves a resolution to set the fire fees. This fee structure is based upon the current and anticipated costs to provide fire services for the unincorporated residents of the County, as well as residents in Springfield and Guyton.

The proposed fire fees in this resolution are the same as the previous year. There is no proposed increase nor decrease.

1. Fire fees for the prior year were set at:

   Residential $ 120.00 per year plus $0.01 per sq. ft.

   Multi-Family
   One to Four Units $ 120.00 per year plus $0.01 per sq. ft.
   Five or more Units $ 80.00 for each additional unit plus $0.01 per sq. ft.

   Commercial
   5,000 sq. ft. or less $ 330.00 per year
   5,000 – 15,000 sq. ft. $ 555.00 plus $0.022 per sq. ft.
   More than 15,000 sq. ft. $ 830.00 plus $0.022 per sq. ft.

   Industrial (per structure)
   0 – 5,000 sq. ft. $660.00 per year
   5,000 – 15,000 sq. ft. $1,105 plus $0.028 per sq. ft.
   15,000 – 1,000,000 sq. ft. $1,655 plus $0.028 per sq. ft.
   More than 1,000,000 sq. ft. $30,005.00 plus $0.016 per sq. ft.

   Solar Farm $42.00 per acre
2. **Staff is recommending the following fire fees for 2022:**

- **Residential**
  - $120.00 per year plus $0.01 per sq. ft.

- **Multi-Family**
  - **One to Four Units**
    - $120.00 per year plus $0.01 per sq. ft.
  - **Five or more Units**
    - $80.00 for each additional unit plus $0.01 per sq. ft.

- **Commercial**
  - **5,000 sq. ft. or less**
    - $330.00 per year
  - **5,000 – 15,000 sq. ft.**
    - $555.00 plus $0.02 per sq. ft.
  - **More than 15,000 sq. ft.**
    - $830.00 plus $0.02 per sq. ft.

- **Industrial (per structure)**
  - **0 – 5,000 sq. ft.**
    - $660.00 per year
  - **5,000 – 15,000 sq. ft.**
    - $1,105 plus $0.028 per sq. ft.
  - **15,000 – 1,000,000 sq. ft.**
    - $1,655 plus $0.028 per sq. ft.
  - **More than 1,000,000 sq. ft.**
    - $30,005.00 plus $0.016 per sq. ft.

- **Solar Farm**
  - $42.00 per acre

- **Vacant Parcel**
  - $0.105 per Acre
  - (with no primary structure)

---

**Alternatives for Commission to Consider:**

1. Approve the proposed fire fees resolution.
2. Do not approve the proposed fire fees resolution.
3. Provide Staff with direction.

**Recommended Alternative:**

Staff recommends alternative number 1 – approve the proposed fire fees resolution.

**Other Alternatives:**

none

**Department Review:** *(list departments)*

Finance, Fire & Rescue, County Manager
Funding Source:  
n/a

Attachments:  
Resolution to set the 2022 fire fees
RESOLUTION TO SET THE 2022 FIRE FEES

A resolution to provide the adoption of the 2022 fire fees for the government of Effingham County, Georgia

BE IT RESOLVED, by the Board of Commissioners of Effingham County, Georgia, that the 2022 fire fees for the County Government of Effingham County, Georgia, are hereby adopted as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Residential (per structure)</th>
<th>Multi-Family (per structure)</th>
<th>Commercial (per structure)</th>
<th>Industrial (per structure)</th>
<th>Solar Farm</th>
<th>Vacant Land (with no primary structure)</th>
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<tr>
<td></td>
<td></td>
<td>$ 120.00 per year + $ 0.01 per sq. ft.</td>
<td>$ 120.00 per year + $ 0.01 per sq. ft.</td>
<td>$ 330.00 per year</td>
<td>$660.00 per year</td>
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<td>One to Four Units</td>
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<td>Five or more Units</td>
<td>$ 80.00 for each additional unit + $ 0.01 per sq. ft.</td>
<td>$830.00 + $0.022 per sq. ft.</td>
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<td>5,000 sq. ft. or less</td>
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<td>$300.00 per year</td>
<td>$660.00 per year</td>
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<td>5,000 – 15,000 sq. ft.</td>
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<td>More than 15,000 sq. ft.</td>
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<td>15,000 – 1,000,000 sq. ft.</td>
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<td>More than 1,000,000 sq. ft.</td>
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<td>$30,005.00 + $0.016 per sq. ft.</td>
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Said fees shall be initially collected at the time of issuance of a building permit and thereafter assessed in conjunction with yearly property taxes.

Adopted by the Effingham County Board of Commissioners this ____ day of September, 2022.

Wesley Corbitt, Chairman
Effingham County Board of Commissioners

Attest:

Stephanie Johnson, County Clerk
Staff Report

Subject: Property tax levy & millage rates for 2022
Author: Mark W. Barnes, Finance Director
Department: Finance, Tax Assessor, Tax Commissioner
Meeting Date: 9/6/22
Item Description: Public hearing on the property tax levy & millage rates, resolution to levy property taxes, and approval of the PT32.1 and PT35 forms for submission of millage to the State

Summary Recommendation:
Staff recommends approval of the resolution to levy taxes, approval of the proposed millage rates, and approval of the PT32.1 and PT35 forms for submission to the State.

Executive Summary/Background:
Each year the Board of Commissioners is required to adopt a millage for the county. The millage process is set by the Georgia Department of Revenue. This action requires the Board of Commissioners to set a millage rate for the county and the Hospital Authority. The County also adopts a millage on behalf of the Industrial Development Authority, and the Board of Education.

1. Effingham County may formally set and adopt the millage once the Board of Education's millage rate is received.
2. The process steps are governed by whether the Board elects to use the rollback rate or not.
3. Attached are the documents related to the filing requirements: the levy resolution which includes the County’s intended use for the insurance proceeds from the State, the PT32.1 forms, the PT35 form, and the schedule of sales tax and insurance premiums received.
4. The total of all proposed millage rates (including the Board of Education’s rate) is 28.329, down from last year's total of 28.747.
5. The Board of Commissioners’ main County rate is proposed at the rollback rate of 6.939, down from last year's 7.337.

Alternatives for Commission to Consider:
1. Approve the County developing a millage for the unincorporated residents, the resolution to levy taxes, and the PT32.1 and PT35 forms for submission to the State.
2. Do not approve of the millage rates, the resolution to levy taxes, or the P32.1 and PT35 forms as presented.
2. Provide staff with direction.

**Recommended Alternative:**
Staff recommends approval – Alternative #1 - Approve the County developing a millage for the unincorporated residents, the resolution to levy taxes, and the PT32.1 and PT35 forms for submission to the State.

**Other Alternatives:**
n/a

**Department Review:** *(list departments)*
Finance, Tax Assessor, Tax Commissioner

**Funding Source:**
None required - existing software and staff preparation time are already accounted for in the budget.

**Attachments:**
1. Resolution to Levy the 2022 Taxes
2. PT 35 – County Millage Rate Certification
3. PT 32.1 – Computation of Millage Rate Rollback & Percentage Increase
5. Insurance Premium & Local Option Sales Taxes Proceeds for 2022 Millage Adjustment
Shown below are the 2021 Insurance Premium and Local Option Sales Tax proceeds distributed to counties and/or boards of education. Per O.C.G.A. §48-8-91 the Local Option Sales Tax proceeds must be used to roll back the applicable 2022 county and school millage rates for the amounts shown for each applicable county and school system. The Insurance Premium Tax proceeds, per O.C.G.A. §33-8-8.3, must be used to fund one or more of the services indicated below within the unincorporated area of the county, however, if the insurance premium tax proceeds exceed the cost of the service, then the 2022 unincorporated millage rate must be rolled back for any amount not expended. Provide a memo stating the use of funds not included in the millage rate rollback OR if funds, or portion of funds, were not used for the rollback of millage, provide a memo stating where these funds were used.

Applicable services include:
- a. Police protection, except such protection provided by the county sheriff;
- b. Fire protection;
- c. Curbside or on-site residential or commercial garbage & solid waste collection;
- d. Curbs, sidewalks and street lights;
- e. Such other services as may be provided by the county governing authority for the primary benefit of the inhabitants of the unincorporated area of the county.

The following amounts should be used when setting the levy and as part of the resolution, the amount of Insurance Premium proceeds and the particular services funded by the proceeds within the unincorporated area of the county should be included. Also include in the resolution the amount of Insurance Premium proceeds being used to rollback the unincorporated millage if any of the proceeds exceed the cost of the service.

Please contact the Local Government Services Division at 404-724-7008 if you have any questions.

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<th>Local Option Sales Tax Proceeds</th>
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<td>Madison</td>
<td>1,919,994.59</td>
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<td>943,453.51</td>
<td>2,261,763.65</td>
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<tr>
<td>Marion</td>
<td>497,990.97</td>
<td>389,776.86</td>
<td>Towns County</td>
<td>665,563.56</td>
<td>2,263,015.77</td>
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<tr>
<td>McDuffie</td>
<td>1,107,214.16</td>
<td>2,616,543.15</td>
<td>Towns Schools</td>
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<td>McIntosh</td>
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<td>Meriwether</td>
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<td>391,097.33</td>
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<td>Mitchell School</td>
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<td></td>
<td>Union</td>
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<td>Monroe</td>
<td>1,675,573.42</td>
<td>4,358,640.19</td>
<td>Union</td>
<td>1,342,944.12</td>
<td>2,321,727.46</td>
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<tr>
<td>Montgomery</td>
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<td>464,556.56</td>
<td>Walker</td>
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<td>4,886,446.52</td>
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<td>Morgan</td>
<td>960,683.44</td>
<td>4,216,764.80</td>
<td>Walton</td>
<td>4,328,526.56</td>
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<tr>
<td>Murray</td>
<td>2,626,879.51</td>
<td>5,058,558.61</td>
<td>Ware</td>
<td>1,654,912.75</td>
<td>4,590,992.74</td>
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<tr>
<td>Muscogee/Columbus</td>
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<td>Warren</td>
<td>267,902.68</td>
<td>382,255.31</td>
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<td>Newton</td>
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<td>13,912,390.87</td>
<td>Washington</td>
<td>818,803.28</td>
<td>1,732,819.32</td>
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<tr>
<td>Oconee</td>
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<td>8,156,076.63</td>
<td>Wayne</td>
<td>1,419,792.70</td>
<td>2,453,128.88</td>
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<tr>
<td>Oglethorpe</td>
<td>1,009,247.47</td>
<td>934,869.78</td>
<td>Webster</td>
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<td>251,500.56</td>
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<tr>
<td>Paulding</td>
<td>9,693,746.52</td>
<td>22,285,802.16</td>
<td>Wheeler</td>
<td>1,342,944.12</td>
<td>2,321,727.46</td>
</tr>
<tr>
<td>Peach</td>
<td>991,941.30</td>
<td>3,800,283.12</td>
<td>White</td>
<td>1,770,109.37</td>
<td>4,047,066.76</td>
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<tr>
<td>Pickens</td>
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<td>Whitefield</td>
<td>5,022,222.19</td>
<td>12,766,117.49</td>
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<tr>
<td>Pierce</td>
<td>1,077,557.32</td>
<td>1,594,733.62</td>
<td>Wilcox</td>
<td>330,075.62</td>
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<td>Pike</td>
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<td>1,600,956.55</td>
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<td>872,966.51</td>
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<td>Polk</td>
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<td>3,608,425.75</td>
<td>Wilkinson</td>
<td>359,770.27</td>
<td>585,853.71</td>
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<tr>
<td>Pulaski</td>
<td>480,379.84</td>
<td>595,749.36</td>
<td>Worth</td>
<td>1,050,187.64</td>
<td>1,252,062.52</td>
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<tr>
<td>Putnam</td>
<td>1,123,605.48</td>
<td>3,183,091.44</td>
<td>Totals</td>
<td>412,335,611.03</td>
<td>1,000,251,219.28</td>
</tr>
</tbody>
</table>

http://dor.georgia.gov
A resolution to provide the adoption of the 2022 Tax Levy for the Government of Effingham County, Georgia

BE IT RESOLVED, by the Board of Commissioners of Effingham County, Georgia, that the 2022 Tax Levy for the County Government of Effingham County, Georgia, is hereby adopted as follows:

1. For county government purposes 6.939
2. To provide medical care and hospitalization for the indigent, sick, 1.580
   and others entitled to the services of county hospital
3. For the industrial authority 2.000
4. To pay for the support and the maintenance of education 15.810
5. State of Georgia 0.000
6. County public works, roads 1.250
7. County recreation 0.650
8. County parks 0.100

Total for the county government, medical indigent, industrial authority, education, State of Georgia, public works, recreation and parks 28.329

**The insurance premium refund of $ 2,962,939.56 is to be used for fire protection in the Fire fund as directed by the approved 2022-2023 fiscal year budget.

Adopted by the Effingham County Board of Commissioners, this______ day of September, 2022.

Wesley M. Corbitt, Chairman

______________________________

Attest:

Stephanie D. Johnson, County Clerk

______________________________
## COUNTY MILLAGE RATE CERTIFICATION FOR TAX YEAR 2022

Please provide a copy of this form to your county’s Clerk of Superior Court.

http://www.dor.ga.gov

### COUNTY: Effingham County

Submit original signed copy with digest submission

<table>
<thead>
<tr>
<th>COLUMN 1</th>
<th>COLUMN 2</th>
<th>COLUMN 3</th>
<th>COLUMN 4</th>
<th>COLUMN 5</th>
<th>COLUMN 6</th>
<th>COLUMN 7</th>
<th>COLUMN 8</th>
<th>COLUMN 9</th>
<th>COLUMN 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>District</td>
<td>Number</td>
<td>District Name</td>
<td>Mark X if District Falls In</td>
<td>Enter Gross Sales</td>
<td>Insurance</td>
<td>Must be Special Districts, Unincorporated Etc.</td>
<td>Column 4 less O.C.G.A § 48-8-91</td>
<td>Total Millage Rate Column 8 plus O.C.G.A § 33-8-1.3</td>
<td>Bond Rate Column 9</td>
</tr>
<tr>
<td>2,3,4</td>
<td>Incorporated</td>
<td>x</td>
<td>10.304</td>
<td>3.365</td>
<td>6.939</td>
<td>0.000</td>
<td>6.939</td>
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<td></td>
</tr>
<tr>
<td>1</td>
<td>Unincorporated</td>
<td>x</td>
<td>10.304</td>
<td>3.365</td>
<td>6.939</td>
<td>0.000</td>
<td>6.939</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,2,3,4</td>
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<td>15.810</td>
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<td>15.810</td>
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List Special Service Districts:

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<th>COLUMN 2</th>
<th>COLUMN 3</th>
<th>COLUMN 4</th>
<th>COLUMN 5</th>
<th>COLUMN 6</th>
<th>COLUMN 7</th>
<th>COLUMN 8</th>
<th>COLUMN 9</th>
<th>COLUMN 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>District</td>
<td>Number</td>
<td>District Name</td>
<td>Mark X if District Falls In</td>
<td>Enter Gross Sales</td>
<td>Insurance</td>
<td>Must be Special Districts, Unincorporated Etc.</td>
<td>Column 4 less O.C.G.A § 48-8-91</td>
<td>Total Millage Rate Column 8 plus O.C.G.A § 33-8-1.3</td>
<td>Bond Rate Column 9</td>
</tr>
<tr>
<td>1,2,3,4</td>
<td>Hospital</td>
<td>x</td>
<td>x</td>
<td>1.580</td>
<td>1.580</td>
<td>0.000</td>
<td>1.580</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,2,3,4</td>
<td>IDA</td>
<td>x</td>
<td>x</td>
<td>2.000</td>
<td>2.000</td>
<td>0.000</td>
<td>2.000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Public Works, Roads</td>
<td>x</td>
<td>1.250</td>
<td>1.250</td>
<td>0.000</td>
<td>1.250</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,2,4</td>
<td>Recreation</td>
<td>x</td>
<td>x</td>
<td>0.650</td>
<td>0.650</td>
<td>0.000</td>
<td>0.650</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Parks</td>
<td>x</td>
<td>0.100</td>
<td>0.100</td>
<td>0.000</td>
<td>0.100</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CID/BID:

<table>
<thead>
<tr>
<th>COLUMN 1</th>
<th>COLUMN 2</th>
<th>COLUMN 3</th>
<th>COLUMN 4</th>
<th>COLUMN 5</th>
<th>COLUMN 6</th>
<th>COLUMN 7</th>
<th>COLUMN 8</th>
<th>COLUMN 9</th>
<th>COLUMN 10</th>
</tr>
</thead>
</table>

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2022

__________________________
Date

__________________________
Chairman, Board of County Commissioners
### PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

**COUNTY:** EFFINGHAM  
**TAXING JURISDICTION:** COUNTY WIDE

#### ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>2021 DIGEST</th>
<th>REASSESSMENT OF EXISTING REAL PROP</th>
<th>OTHER CHANGES TO TAXABLE DIGEST</th>
<th>2022 DIGEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>REAL</td>
<td>2,280,581,190</td>
<td>233,915,517</td>
<td>296,058,453</td>
<td>2,810,555,160</td>
</tr>
<tr>
<td>PERSONAL</td>
<td>220,548,427</td>
<td></td>
<td>64,762,095</td>
<td>285,310,522</td>
</tr>
<tr>
<td>MOTOR VEHICLES</td>
<td>26,625,270</td>
<td></td>
<td>(1,435,650)</td>
<td>25,189,620</td>
</tr>
<tr>
<td>MOBILE HOMES</td>
<td>22,013,267</td>
<td></td>
<td>6,498,559</td>
<td>28,511,826</td>
</tr>
<tr>
<td>TIMBER -100%</td>
<td>10,251,449</td>
<td></td>
<td>11,14,663</td>
<td>25,189,620</td>
</tr>
<tr>
<td>HEAVY DUTY EQUIP</td>
<td>692,787</td>
<td></td>
<td></td>
<td>732,015</td>
</tr>
<tr>
<td>GROSS DIGEST</td>
<td>2,560,712,390</td>
<td>233,915,517</td>
<td>367,037,348</td>
<td>3,161,665,255</td>
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<td>EXEMPTIONS</td>
<td>371,152,938</td>
<td>90,121,780</td>
<td>48,598,974</td>
<td>509,873,692</td>
</tr>
<tr>
<td>NET DIGEST</td>
<td>2,189,559,452</td>
<td>143,793,737</td>
<td>318,438,374</td>
<td>2,651,791,563</td>
</tr>
</tbody>
</table>

#### 2021 MILLAGE RATE: 7.337  
#### 2022 MILLAGE RATE: 6.939

---

#### CALCULATION OF ROLLBACK RATE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ABBREVIATION</th>
<th>AMOUNT</th>
<th>FORMULA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021 Net Digest</td>
<td>PYD</td>
<td>2,189,559,452</td>
<td></td>
</tr>
<tr>
<td>Net Value Added-Reassessment of Real Property</td>
<td>RVA</td>
<td>143,793,737</td>
<td></td>
</tr>
<tr>
<td>Other Net Changes to Taxable Digest</td>
<td>NAG</td>
<td>318,438,374</td>
<td></td>
</tr>
<tr>
<td>2022 Net Digest</td>
<td>CYD</td>
<td>2,651,791,563</td>
<td>(PYD+RVA+NAG)</td>
</tr>
<tr>
<td>2021 Millage Rate</td>
<td>PYM</td>
<td>7.337</td>
<td>PYM</td>
</tr>
<tr>
<td>Millage Equivalent of Reassessed Value Added</td>
<td>ME</td>
<td>0.398</td>
<td>(RVA/CYD) * PYM</td>
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<tr>
<td>Rollback Millage Rate for 2022</td>
<td>RR - ROLLBACK RATE</td>
<td>6.939</td>
<td>PYM - ME</td>
</tr>
</tbody>
</table>

---

#### CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

<table>
<thead>
<tr>
<th>Rollback Millage Rate</th>
<th>6.939</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022 Millage Rate</td>
<td>6.939</td>
</tr>
<tr>
<td>Percentage Tax Increase</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

---

#### CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors  
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner  
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is __________

---

#### CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party  
Title  
Date
## ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>2021 DIGEST</th>
<th>REASSESSMENT OF EXISTING REAL PROP</th>
<th>OTHER CHANGES TO TAXABLE DIGEST</th>
<th>2022 DIGEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>REAL</td>
<td>1,837,715,415</td>
<td>183,897,516</td>
<td>274,474,986</td>
<td>2,296,087,917</td>
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<tr>
<td>PERSONAL</td>
<td>196,285,504</td>
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<td>60,330,532</td>
<td>256,616,036</td>
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<td>MOTOR VEHICLES</td>
<td>23,282,680</td>
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<td>(1,160,540)</td>
<td>22,122,140</td>
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<tr>
<td>MOBILE HOMES</td>
<td>21,305,287</td>
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<td>5,384,168</td>
<td>26,689,455</td>
</tr>
<tr>
<td>TIMBER -100%</td>
<td>10,027,601</td>
<td></td>
<td>1,297,824</td>
<td>11,325,425</td>
</tr>
<tr>
<td>HEAVY DUTY EQUIP</td>
<td>692,787</td>
<td></td>
<td>39,228</td>
<td>732,015</td>
</tr>
<tr>
<td>GROSS DIGEST</td>
<td>2,089,309,274</td>
<td>183,897,516</td>
<td>340,366,198</td>
<td>2,613,572,988</td>
</tr>
<tr>
<td>EXEMPTIONS</td>
<td>337,878,673</td>
<td>69,852,414</td>
<td>55,376,145</td>
<td>463,107,232</td>
</tr>
<tr>
<td>NET DIGEST</td>
<td>1,751,430,601</td>
<td>114,045,102</td>
<td>284,990,053</td>
<td>2,150,465,756</td>
</tr>
</tbody>
</table>

### 2021 MILLAGE RATE: 1.250

### 2022 MILLAGE RATE: 1.250

## CALCULATION OF ROLLBACK RATE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ABBREVIATION</th>
<th>AMOUNT</th>
<th>FORMULA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021 Net Digest</td>
<td>PYD</td>
<td>1,751,430,601</td>
<td>(PYD+RVA+NAG)</td>
</tr>
<tr>
<td>Net Value Added-Reassessment of Existing Real Property</td>
<td>RVA</td>
<td>114,045,102</td>
<td>(RVA/CYD) * PYM</td>
</tr>
<tr>
<td>Other Net Changes to Taxable Digest</td>
<td>NAG</td>
<td>284,990,053</td>
<td>(PYM-ME)</td>
</tr>
<tr>
<td>2022 Net Digest</td>
<td>CYD</td>
<td>2,150,465,756</td>
<td>RR - ROLLBACK RATE</td>
</tr>
</tbody>
</table>

### RR - ROLLBACK RATE: 1.184

## CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

<table>
<thead>
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<th>Rollback Millage Rate</th>
<th>1.184</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022 Millage Rate</td>
<td>1.250</td>
</tr>
</tbody>
</table>

### Percentage Tax Increase: 5.57%

## CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is __________

### CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

- If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

- If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party

Title

Date
# PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

## COUNTY: Effingham

### TAXING JURISDICTION: Recreation

### ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>2021 DIGEST</th>
<th>REASSESSMENT OF EXISTING REAL PROP</th>
<th>OTHER CHANGES TO TAXABLE DIGEST</th>
<th>2022 DIGEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>REAL</td>
<td>1,837,715,415</td>
<td>191,445,549</td>
<td>418,605,600</td>
<td>2,455,766,564</td>
</tr>
<tr>
<td>PERSONAL</td>
<td>196,285,504</td>
<td>68,366,230</td>
<td>264,651,734</td>
<td></td>
</tr>
<tr>
<td>MOTOR VEHICLES</td>
<td>23,282,680</td>
<td>23,505,470</td>
<td>27,372,874</td>
<td></td>
</tr>
<tr>
<td>MOBILE HOMES</td>
<td>21,305,287</td>
<td>222,790</td>
<td>11,366,112</td>
<td></td>
</tr>
<tr>
<td>TIMBER -100%</td>
<td>10,027,601</td>
<td>1,338,511</td>
<td>21,305,287</td>
<td></td>
</tr>
<tr>
<td>HEAVY DUTY EQUIP</td>
<td>692,787</td>
<td>39,228</td>
<td>732,015</td>
<td></td>
</tr>
<tr>
<td>GROSS DIGEST</td>
<td>2,089,309,274</td>
<td>191,445,549</td>
<td>494,639,946</td>
<td></td>
</tr>
<tr>
<td>EXEMPTIONS</td>
<td>337,878,673</td>
<td>75,537,888</td>
<td>478,531,553</td>
<td></td>
</tr>
<tr>
<td>NET DIGEST</td>
<td>1,751,430,601</td>
<td>123,907,661</td>
<td>2,304,863,216</td>
<td></td>
</tr>
</tbody>
</table>

### MILLAGE RATES

- **2021 MILLAGE RATE:** 0.650
- **2022 MILLAGE RATE:** 0.650

### CALCULATION OF ROLLBACK RATE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ABBREVIATION</th>
<th>AMOUNT</th>
<th>FORMULA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021 Net Digest</td>
<td>PYD</td>
<td>1,751,430,601</td>
<td>1,751,430,601</td>
</tr>
<tr>
<td>Net Value Added-Reassessment of Existing Real Property</td>
<td>RVA</td>
<td>123,907,661</td>
<td>(PYD + RVA + NAG)</td>
</tr>
<tr>
<td>Other Net Changes to Taxable Digest</td>
<td>NAG</td>
<td>429,524,954</td>
<td></td>
</tr>
<tr>
<td>2022 Net Digest</td>
<td>CYD</td>
<td>2,304,863,216</td>
<td>2,304,863,216</td>
</tr>
</tbody>
</table>

### MILLAGE RATES

- **2021 Millage Rate:** PYM 0.650
- **2022 Millage Rate:** PYM 0.650

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ABBREVIATION</th>
<th>AMOUNT</th>
<th>FORMULA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rollback Millage Rate for 2022</td>
<td>RR - ROLLBACK RATE</td>
<td>0.615</td>
<td>PYM - ME</td>
</tr>
</tbody>
</table>

### CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

| Rollback Millage Rate | 0.615 |
| 2022 Millage Rate | 0.650 |
| **Percentage Tax Increase** | **5.69%** |

### CERTIFICATIONS

- I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

  [Signatures]

  Chairman, Board of Tax Assessors
  Date

- I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

  [Signatures]

  Tax Collector or Tax Commissioner
  Date

- I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is ________

### CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

- If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

- If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

[Signatures]

Responsibe Party
Title
Date
**PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022**

**COUNTY:** Effingham  
**TAXING JURISDICTION:** Parks

### ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>2021 DIGEST</th>
<th>REASSESSMENT OF EXISTING REAL PROP</th>
<th>OTHER CHANGES TO TAXABLE DIGEST</th>
<th>2022 DIGEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>REAL</td>
<td>1,837,715,415</td>
<td>191,445,549</td>
<td>259,315,384</td>
<td>2,296,476,348</td>
</tr>
<tr>
<td>PERSONAL</td>
<td>196,285,504</td>
<td></td>
<td>60,308,863</td>
<td>256,594,367</td>
</tr>
<tr>
<td>MOTOR VEHICLES</td>
<td>23,282,680</td>
<td></td>
<td>(1,160,540)</td>
<td>22,122,140</td>
</tr>
<tr>
<td>MOBILE HOMES</td>
<td>21,305,287</td>
<td></td>
<td>5,384,168</td>
<td>26,689,455</td>
</tr>
<tr>
<td>TIMBER -100%</td>
<td>10,027,601</td>
<td></td>
<td>1,297,824</td>
<td>11,325,425</td>
</tr>
<tr>
<td>HEAVY DUTY EQUIP</td>
<td>692,787</td>
<td></td>
<td>39,228</td>
<td>732,015</td>
</tr>
<tr>
<td>GROSS DIGEST</td>
<td>2,089,309,274</td>
<td>191,445,549</td>
<td>325,184,927</td>
<td>2,613,939,750</td>
</tr>
<tr>
<td>EXEMPTIONS</td>
<td>337,878,673</td>
<td>75,537,888</td>
<td>49,747,151</td>
<td>463,163,712</td>
</tr>
<tr>
<td>NET DIGEST</td>
<td>1,751,430,601</td>
<td>123,907,661</td>
<td>275,437,776</td>
<td>2,150,776,038</td>
</tr>
</tbody>
</table>

(PYM) (RVA) (NAG) (CYD)

**2021 MILLAGE RATE:** 0.100  
**2022 MILLAGE RATE:** 0.100

#### CALCULATION OF ROLLBACK RATE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ABBREVIATION</th>
<th>AMOUNT</th>
<th>FORMULA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021 Net Digest</td>
<td>PYM</td>
<td>1,751,430,601</td>
<td></td>
</tr>
<tr>
<td>Net Value Added-Reassessment of Existing Real Property</td>
<td>RVA</td>
<td>123,907,661</td>
<td></td>
</tr>
<tr>
<td>Other Net Changes to Taxable Digest</td>
<td>NAG</td>
<td>275,437,776</td>
<td></td>
</tr>
</tbody>
</table>
| 2022 Net Digest | CYD | 2,150,776,038 | (PYM+RVA+NAG) 

**2021 Millage Rate**  
**Rollback Millage Rate for 2022**  
**RR - ROLLBACK RATE** 0.094

**CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES**

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

| Rollback Millage Rate | 0.094 |
| 2022 Millage Rate | 0.100 |

**Percentage Tax Increase** 6.38%

#### CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors  
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner  
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is __________

**CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION**

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party  
Title  
Date
### PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

<table>
<thead>
<tr>
<th>COUNTY: Effingham</th>
<th>TAXING JURISDICTION:</th>
<th>IDA</th>
</tr>
</thead>
</table>

#### ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>2021 DIGEST</th>
<th>REASSESSMENT OF EXISTING REAL PROP</th>
<th>OTHER CHANGES TO TAXABLE DIGEST</th>
<th>2022 DIGEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>REAL</td>
<td>2,180,581,190</td>
<td>222,701,172</td>
<td>307,658,725</td>
<td>2,810,941,087</td>
</tr>
<tr>
<td>PERSONAL</td>
<td>220,548,427</td>
<td></td>
<td>64,740,426</td>
<td>285,288,853</td>
</tr>
<tr>
<td>MOTOR VEHICLES</td>
<td>26,625,270</td>
<td></td>
<td>(1,435,650)</td>
<td>25,189,620</td>
</tr>
<tr>
<td>MOBILE HOMES</td>
<td>22,013,267</td>
<td></td>
<td>6,498,559</td>
<td>28,511,826</td>
</tr>
<tr>
<td>TIMBER -100%</td>
<td>10,251,449</td>
<td></td>
<td>1,114,663</td>
<td>11,366,112</td>
</tr>
<tr>
<td>HEAVY DUTY EQUIP</td>
<td>692,787</td>
<td></td>
<td>-1,435,650</td>
<td>2,000</td>
</tr>
<tr>
<td>GROSS DIGEST</td>
<td>2,560,712,390</td>
<td>222,701,172</td>
<td>378,615,951</td>
<td>3,162,029,513</td>
</tr>
<tr>
<td>EXEMPTIONS</td>
<td>371,152,938</td>
<td>46,529,263</td>
<td>92,207,032</td>
<td>509,889,233</td>
</tr>
<tr>
<td>NET DIGEST</td>
<td>2,189,559,452</td>
<td>176,171,909</td>
<td>286,408,919</td>
<td>2,652,140,280</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(PYD)</th>
<th>(RVA)</th>
<th>(NAG)</th>
<th>(CYD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021 MILLAGE RATE:</td>
<td>2.000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### CALCULATION OF ROLLBACK RATE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ABBREVIATION</th>
<th>AMOUNT</th>
<th>FORMULA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021 Net Digest</td>
<td>PYD</td>
<td>2,189,559,452</td>
<td></td>
</tr>
<tr>
<td>Net Value-Added-Reassessment of Existing Real Property</td>
<td>RVA</td>
<td>176,171,909</td>
<td></td>
</tr>
<tr>
<td>Other Net Changes to Taxable Digest</td>
<td>NAG</td>
<td>286,408,919</td>
<td></td>
</tr>
<tr>
<td>2022 Net Digest</td>
<td>CYD</td>
<td>2,652,140,280</td>
<td>(PYD+RVA+NAG)</td>
</tr>
</tbody>
</table>

| 2021 Millage Rate                         | PYM          | 2.000    | PYM                   |
| Millage Equivalent of Reassessed Value Added | ME  | 0.133  | (RVA/CYD) * PYM       |
| Rollback Millage Rate for 2022            | RR - ROLLBACK RATE | 1.867 | PYM - ME |

#### CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

<table>
<thead>
<tr>
<th>Rollback Millage Rate</th>
<th>1.867</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022 Millage Rate</td>
<td>2.000</td>
</tr>
<tr>
<td>Percentage Tax Increase</td>
<td>7.12%</td>
</tr>
</tbody>
</table>

#### CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors  
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner  
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is ________

#### CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party  
Title  
Date

---

**Item XII. 4.**
# PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

| COUNTY: | Effingham |
| TAXING JURISDICTION: | Hospital |

## ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>2021 DIGEST</th>
<th>REASSESSMENT OF EXISTING REAL PROP</th>
<th>OTHER CHANGES TO TAXABLE DIGEST</th>
<th>2022 DIGEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>REAL</td>
<td>2,180,581,190</td>
<td>233,915,517</td>
<td>296,058,453</td>
<td>2,810,555,160</td>
</tr>
<tr>
<td>PERSONAL</td>
<td>220,548,427</td>
<td></td>
<td>64,762,095</td>
<td>285,310,522</td>
</tr>
<tr>
<td>MOTOR VEHICLES</td>
<td>26,625,270</td>
<td></td>
<td>(1,435,650)</td>
<td>25,189,620</td>
</tr>
<tr>
<td>MOBILE HOMES</td>
<td>22,013,267</td>
<td></td>
<td>6,498,559</td>
<td>28,511,826</td>
</tr>
<tr>
<td>TIMBER -100%</td>
<td>10,251,449</td>
<td></td>
<td>26,625,270</td>
<td>36,876,710</td>
</tr>
<tr>
<td>HEAVY DUTY EQUIP</td>
<td>692,787</td>
<td></td>
<td>39,228</td>
<td>732,015</td>
</tr>
<tr>
<td>GROSS DIGEST</td>
<td>2,560,712,390</td>
<td>233,915,517</td>
<td>367,037,348</td>
<td>3,161,665,255</td>
</tr>
<tr>
<td>EXEMPTIONS</td>
<td>371,152,938</td>
<td>90,121,780</td>
<td>48,598,974</td>
<td>509,873,692</td>
</tr>
<tr>
<td>NET DIGEST</td>
<td>2,189,559,452</td>
<td>143,793,737</td>
<td>318,438,374</td>
<td>2,651,791,563</td>
</tr>
</tbody>
</table>

## 2021 MILLAGE RATE: 1.600  
2022 MILLAGE RATE: **1.580**

### CALCULATION OF ROLLBACK RATE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ABBREVIATION</th>
<th>AMOUNT</th>
<th>FORMULA</th>
</tr>
</thead>
<tbody>
<tr>
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<td>PYD</td>
<td>2,189,559,452</td>
<td></td>
</tr>
<tr>
<td>Net Value-Added-Reassessment of Existing Real Property</td>
<td>RVA</td>
<td>143,793,737</td>
<td></td>
</tr>
<tr>
<td>Other Net Changes to Taxable Digest</td>
<td>NAG</td>
<td>318,438,374</td>
<td></td>
</tr>
<tr>
<td>2022 Net Digest</td>
<td>CYD</td>
<td>2,651,791,563</td>
<td>(PYD+RVA+NAG)</td>
</tr>
</tbody>
</table>

| 2021 Millage Rate | PYM | 1.600 | PYM |
| Rollback Millage Rate for 2022 | RR - ROLLBACK RATE | 1.513 | PYM - ME |

### CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

#### Rollback Millage Rate: 1.513
2022 Millage Rate: **1.580**

**Percentage Tax Increase: 4.43%**

## CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors  
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner  
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is __________

### CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party  
Title  
Date
Staff Report

Subject: FY 2022 Budget Amendment
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 9/6/22
Item Description: Consideration to approve an amendment to the FY 2022 Budget.

Summary Recommendation:
Staff recommends approval of this FY 2022 budget amendment.

Executive Summary:
Each year the Board of Commissioners proposes a tentative budget. During the year, the Board receives requests from agencies and department heads to adjust the budget. Additionally, other factors, such as revenue, may fluctuate thereby allowing the Board to direct that additional expenditures be made. Therefore, a formal budget resolution incorporating these factors is made to adjust the budget accordingly.

Background:
Georgia Law 6-81-3. Requires the establishment of fiscal year; requirement of annual balanced budget; adoption of budget ordinances or resolutions generally; budget amendments; uniform chart of accounts. Section (b)(1) notes that each unit of local government shall adopt and operate under an annual balanced budget for the general fund, each special revenue fund, and each debt service fund in use by the local government. The annual balanced budget shall be adopted by ordinance or resolution and administered in accordance with this article.

The budget amendment attached reflects the following changes:
1. Re-allocation of existing general fund budget:
   a. No new funding is requested for the general fund. Re-allocation is requested to cover items such as fleet maintenance, fuel costs, inmate medical costs, public defender billings, utilities costs, and jail inmate boarding.
   b. The general fund overall is currently well under budget for FY 2022 and is expected to remain so after all adjusting audit entries are in.
2. New funding is requested for some special funds:
   a. The sanitation fund will be allocating fund balance to cover the trash pick-up for the year.
   b. The impact fees fund is using old residual recreation impact fee balances towards CEM lighting debt service.
   c. Hotel/motel tax revenue that came in above budget expectations is being allocated.
d. Additionally, self-funded stop loss insurance reimbursement revenues are being allocated towards claims expenses.

3. The remaining special funds amendments are for re-allocating existing budgeted funds for items such as fire department vehicle repairs, recreation field utilities, water system equipment rentals, and wholesale water purchase for the water system.

Alternatives for Commission to Consider:
   1. Approve the Resolution to amend the budget for FY 2022.
   2. Provide staff with direction.

Recommended Alternative:
Staff recommends alternative number 1 – approve the resolution to amend the budget for FY 2022.

Other Alternatives: N/A

Department Review: Finance

Funding Source:
Multiple, in amendment

Attachments:
FY 2022 budget amendment resolution
RESOLUTION TO AMEND THE FY2021-2022 BUDGET

WHEREAS, the FY 2021-2022 budget of Effingham County was adopted on June 15th, 2021 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

<table>
<thead>
<tr>
<th>DEPT</th>
<th>BUDGET AMENDMENTS</th>
<th>ACCT NO.</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
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Item XII. 5.
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SHERIFF'S OFFICE
UNIFORMS
SHERIFF'S OFFICE
HEALTH INSURANCE
SHERIFF'S OFFICE - JAIL
BOARDING OF EFF CO INMATES
SHERIFF'S OFFICE - JAIL
PROF/GEN/LAW LIAB\INSURAN
SHERIFF'S OFFICE - JAIL
CLOTHING,BEDDING,ETC.
SHERIFF'S OFFICE - JAIL
UTILITIES
SHERIFF'S OFFICE - JAIL
SALARIES
SHERIFF'S OFFICE - JAIL
HEALTH INSURANCE
EMS
GAS & DIESEL FUEL
EMS
BILLING SERVICES
EMS
SALARIES
EMS
OVERTIME
EMS
HEALTH INSURANCE
EMA
R & M MOTORLA CONTRACT #
EMA
SALARIES
FACILITIES MAINTENANCE
UTILITIES
FACILITIES MAINTENANCE
GAS & DIESEL FUEL
FACILITIES MAINTENANCE
R&M - GENERAL(BUILDING)
FACILITIES MAINTENANCE
HEALTH INSURANCE
FACILITIES MAINTENANCE
AUTOS & TRUCKS
ANIMAL SHELTER
PETCO GRANT
ANIMAL SHELTER
MEDICAL
SANITATION
SOLID WASTE COLL.-CURBSIDE
SANITATION
MONITORING
SANITATION
HEALTH INSURANCE
SANITATION
SALARIES
SANITATION
UTILITIES
SANITATION
DEPRECIATION EXPENSE
SANITATION
CASH CARRY-FORWARD
PUBLIC WORKS (ROADS)
VEHIC MAINT
PUBLIC WORKS (ROADS)
OPERATING SUPPLIES
PUBLIC WORKS (ROADS)
GAS & DIESEL FUEL
PUBLIC WORKS (ROADS)
PAVED ROAD MAINT.
DFACS
R & M - GENERAL(BUILDING)
DFACS
UTILITIES
UGA EXTENSION OFFICE
RENT
UGA EXTENSION OFFICE
JANITOR
UGA EXTENSION OFFICE
TRAINING SCHOOLS & SEMINA
UGA EXTENSION OFFICE
CAPITAL LEASE PRINCIPAL
UGA EXTENSION OFFICE
SALARIES
RECREATION & SPORTS MNGMT UTILITIES
RECREATION & SPORTS MNGMT R&M - GENERAL (BLDGS)
RECREATION & SPORTS MNGMT COMPUTER MAINT. AGREEMNTS
RECREATION & SPORTS MNGMT PAYROLL TAXES
RECREATION & SPORTS MNGMT HEALTH INSURANCE
RECREATION & SPORTS MNGMT RETIREMENT
RECREATION & SPORTS MNGMT OTHER EQUIP
RECREATION & SPORTS MNGMT CAPITAL LEASE PRINCIPAL
RECREATION & SPORTS MNGMT SITE IMPROVEMENTS
RECREATION & SPORTS MNGMT AUTOS & TRUCKS
SENIOR CITIZEN CONGREGATE MEALS
HEALTH INSURANCE
SENIOR CITIZEN CONGREGATE MEALS
SALARIES
SENIOR CITIZEN HOME DELIVERED MEALS
AUTO ALLOWANCE HM DLV MEA
E911
GAS & FUEL
E911
SALARIES
SPLOST BUILDINGS
ADMINISTRATION BUILDING
SPLOST RECREATION
REC COMPLEXES
FAMILY CONNECTIONS
CONSULTANT
FAMILY CONNECTIONS
OPERATING SUPPLIES
DEBT SERVICE
CAPITAL LEASE INTEREST
DEBT SERVICE
OPERATING XFER IN FROM TSPLOST
FIRE & RESCUE
R&M FIRST SERV VECH MAINT
FIRE & RESCUE
GAS & DIESEL FUEL
FIRE & RESCUE
VEHICLE ACCIDENT
FIRE & RESCUE
R & M - GENERAL (BUILDING)

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21000.00 to re-allocate funds
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15000.00 to re-allocate funds
10000.00 to re-allocate funds
8000.00 to re-allocate funds

Page 2 of 127
3


The amendment is to adjust revenues and expenses for multiple departments. For the general fund, there is no new funding, just a re-allocation of existing funding. For the special funds for which new funding is requested, the funding is offset by increased actual revenues or existing fund balance.

Approved this ______day of ___________ 2022.

Attest:

Stephanie D. Johnson, County Clerk

Wesley M. Corbitt, Chairman
Staff Report

Subject: Approval of Turnout Gear Purchase
Author: Clint Hodges, Fire Chief & EMA Director
Department: 55-FIRE
Meeting Date: 09/06/2022
Item Description: Consideration for Purchase of Turnout Gear

Summary Recommendation: Staff recommends approving the purchase of 25 sets of turnout gear for the Fire Department.

Executive Summary/Background:

Turnout gear has a maximum lifespan of 10 years, per NFPA, however with heavy use, gear typically has a lifespan of closer to 6-7 years. This order is a portion of the annual FD order. As there will be two recruit schools this FY, this represents a portion of the annual order.

This purchase was publicly bid through a collective purchasing group, Sourcewell (Solicitation Number: RFP #032620). Similar collective purchasing groups have been used for several other Fire/Rescue purchases to streamline the bid process.

Options/Alternatives for Commission to Consider:

Recommended: Approval of the Purchase of Turnout Gear for Fire/Rescue

Other Alternative(s): Deny

Department Review: Fire, Purchasing

Funding Source: Dept 55-FIRE, $76,900

Attachments: Quote, RFP, RFP Details, Price Agreement
Quoted to:
Effingham County F.D.
Effingham County FD
804 South Laurel Street
Springfield, GA 31329
USA

Effingham County Fire Department
601 North Laurel Street
Springfield, GA 31329
USA

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3% fee added to purchase made with credit card on totals of $3000 or more

Subtotal
Sales Tax
Freight
Total

Remit to:
PO Box 915
Holly Springs GA 30142
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<th>Quantity</th>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>25.00</td>
<td>G2LLG</td>
<td>FireDex - Dex Pro Leather Gloves - Large</td>
<td>116.00</td>
<td>2,900.00</td>
</tr>
</tbody>
</table>

Subtotal 76,275.00
Sales Tax 625.00
Freight
Total 76,900.00

3% fee added to purchase made with credit card on totals of $3000 or more
Solicitation Number: RFP #032620

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Innotex Corp., 2397 Harts Ferry Rd., Ohatchee, AL 36271 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor’s Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor’s product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member’s site.
nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.
D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member’s requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member’s purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).
10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys’ fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.
remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. **Notification.** The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. **Escalation.** If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. **Performance while Dispute is Pending.** Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

Rev. 4/2019
6. **Network Security and Privacy Liability Insurance.** During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
- $2,000,000 per occurrence
- $2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days’ prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor’s commercial general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance
a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.


B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to 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

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Vendor Details

Company Name: Innolex Corp.
Address: 2397 Harts Ferry Rd
City: Chatom, Alabama 36521
Contact: Lou Lopez
Email: lou.lopez@innolexprotection.com
Phone: 608-346-8585
Fax: 585-585-6585
HST#: 99-0372856

Submission Details

Created On: Sunday March 22, 2020 14:21:56
Submitted On: Thursday March 26, 2020 12:52:18
Submitted By: Lou Lopez
Email: lou.lopez@innolexprotection.com
Transaction #: 996436db-97e0-4d28-99df-1a61c2ea68d2
Submitter's IP Address: 96.37.99.68

Bid Number: RFP 032620
Vendor Name: Innolex Corp.
Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.

Listed below is the website link that contains this information. I have also entered the verbiage from the website below the web link.


A century in the making......Our craft goes back over a hundred years ago in 1889 at our Canadian facility where various garments were produced. In the late 1960s, the company became the outerwear division of Bombadier Recreational Products that was later sold to Canoplast Inc. After over 20 years of manufacturing extreme sports outerwear, winter sports and football protective equipment, the transition began to FR industrial and military protective apparel in the mid-1980s. In 1999, a new management team decided to merge the know-how of extreme sports and fire retardant for industrial and military use in the designing and manufacturing of apparel. With the idea to create a line of turnout gear, INNOTEX was born. It's mission: to continuously innovate through textile. The first UL® certified turnout gear was subsequently made in 2001.

Our Designs

Our lightweight turnout designs are inspired by decades of experience in the development and manufacturing of extreme sports protective clothing. We design our products to be as efficient as possible, making improvements to comfort and durability, without compromising on protection.

With high quality craftsmanship and exceptional attention to detail, we have created a turnout with increased durability, which in turn helps to extend the life of the turnout and allows fire departments to save considerably and increase firefighter safety.

Firefighting is a demanding task. Taking extremely high risks and taking action in all sorts of situations requires determination, rigorous training and a great deal of passion. At INNOTEX®, we understand and share that passion. Our team takes nothing for granted. We don't hesitate to redefine tradition and refresh proven ideas, thanks to the clever use we make of modern technologies. Pride is the drive of firefighters, ours is to see you protected by our gear. Our company was named Innotex because one of our core principles is to INNOvation through (Tex)tiles - INNOTEX

Provide a detailed description of the products and services that you are offering in your proposal.

Personal Protective Equipment for Firefighters following the standards set by the NFPA. Our product line includes Turnout Garment, Proximity suits, Gloves, Particulate and Non-Particulate Hoods.

What are your company's expectations in the event of an award?

To provide quality products in a timely manner to perform at or above the standards set by the NFPA for the Fire Departments that are served by this program.

Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.

We are a privately held company and operate under a policy of not releasing our specific financial data. What we can assure you is that we are a profitable, fiscally responsible and financially stable company. We exceed financial ratios that our banking partners require us to hold to do business with them. These numbers are consistently reviewed internally and yearly reviewed by external accountants. If needed, our CFO is more than willing to discuss these items during a phone call with Sourcewell's CFO or Financial department.

What is your US market share for the solutions that you are proposing?

We have a smaller market share in the U.S. in regards to turnout gear. Having said this, we are confident that we are in the Top 5 of suppliers in the U.S. market for turnout gear. There are 14 total competitors. Top 3 are in revenue a group. We believe we are #4 and close with #5 in the next revenue group. They next 8-10 competitors are in a much lower revenue group. The view is different when it comes to hoods and gloves. We are the market share leader in Particulate Barrier hoods. The glove market is harder to determine overall market share but we are confident in our share of the market.

What is your Canadian market share, if any?

We are the #1 supplier in the Canadian market. #2 is very close to us and between the two companies, we hold the vast majority of the business in the Canadian market.

Has your business ever petitioned for bankruptcy protection? If so, explain in detail.

No
### Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Entity Type</th>
<th>State / Province</th>
<th>Scope of Work</th>
<th>Size of Transactions</th>
<th>Dollar Volume Past Three Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Toronto</td>
<td>Government</td>
<td>ON - Ontario</td>
<td>Multi-year contract supplying 1,000's of sets of Turnout gear for this 4,000 Firefighter Department</td>
<td>Depends on the year, some years it is hundreds of thousands, this year several million.</td>
<td>One Million+ with several million coming this year.</td>
</tr>
<tr>
<td>City of Denver</td>
<td>Government</td>
<td>Colorado - CO</td>
<td>Multi-year contract supplying 1000+ sets of Turnout gear for this 1,200 Firefighter Department. We are also supplying them with some of their gloves and potentially their hoods in 2020</td>
<td>Approximately $75- $100K per order.</td>
<td>This contract is less than one year old. We have supplied approx. $500k in product to them. Contract represents several million dollars</td>
</tr>
<tr>
<td>City of Laredo</td>
<td>Government</td>
<td>Texas - TX</td>
<td>We have supplied the City of Laredo (400 Firefighters) and their training facility for 9+ years with multiple products including Turnout gear, gloves and hoods.</td>
<td>Approximately $100 - $200K per order</td>
<td>Approx. $350 - $400K</td>
</tr>
<tr>
<td>City of Charlotte</td>
<td>Government</td>
<td>North Carolina - NC</td>
<td>We have supplied the City of Charlotte for the last 4 years. This is a contract that also can be utilized by additional Departments as part of the CPC.</td>
<td>Approximately $50 - $100K per order</td>
<td>$1.5 million+ including CPC business</td>
</tr>
<tr>
<td>City of New York</td>
<td>Government</td>
<td>New York - NY</td>
<td>We have supplied 1200+ of our Innotex Gray 25 Hoods and Gray 35 hoods to the FDNY. Mainly Gray 25. This isn't top 5 in revenue but they are the largest Fire Department in the world and they chose to buy our hoods. This was a great win for us</td>
<td>$100K</td>
<td>$100K</td>
</tr>
</tbody>
</table>
Table 7: Marketing Plan

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>Describe your marketing strategy for promoting this contract opportunity. Upload representative examples of your marketing materials (if applicable) in the document upload section of your response.</td>
<td>We will utilize a multi-pronged approach in marketing this contract in the States and Provinces where the contract applies. First, the education of our Sales Force (RSMs and Dealer Sales Reps) will be a critical component in launching this initiative. Their education will definitely help the expansion of this program. Second, we have a weekly communication utilizing our mailing list with Dealers, Sales Reps and Industry partners where we can also promote this program and the benefits of it. Targeted Social Media can also be a solid avenue for the promotion. One challenge will be that since this isn't available to all, we will need to craft the wording to promote this while also leaving room for the occasion that this isn't available to a particular area or partner. We have attached a couple of marketing brochures for your reference.</td>
</tr>
<tr>
<td>33</td>
<td>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</td>
<td>Facebook and Instagram are our primary outlets for social media. There is more work to be done in this area but we are aware of this and it remains a priority for our team.</td>
</tr>
<tr>
<td>34</td>
<td>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</td>
<td>Depending on the influence and potential size in winning a particular RFP, there can be multiple ways to promote a win. We promote a lot of these wins currently amongst our team, who then utilize these wins in their presentations throughout North America. The same can be said for our Dealer Sales Reps. In many instances, we promote some of our larger Departments at many of the trade shows that we attend throughout North America by prominently displaying the Turnout gear of several Departments for that particular area or region of the country. The more success we have together, the more we can promote the program between our two companies. We know that Sourcewell cannot endorse our brand but we can promote that we are having success to our RSMs and Dealer network in this new avenue of business.</td>
</tr>
<tr>
<td>35</td>
<td>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</td>
<td>We do have a robust online system that allows our users to log-in into our Dealer Zone to build quotes, develop quotes, gather important detailed spec information, review pricing, compare pricing, and submit orders. If there is interest, we would be more than willing to provide a demonstration on the efficiency and ease of use of this system for Sourcewell. We are very proud of this resource.</td>
</tr>
</tbody>
</table>

Table 8: Value-Added Attributes

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</td>
<td>We have multiple ways to approach the training of these Departments. We can do this throughout the process both before and after the sale. We can approach this training through our Dealer Reps in person or through different technology channels like Skype, GoToMeeting, Microsoft Teams, we have even facilitated some through Facetime for more general questions or ideas. In person training is the best way to experience the garments. Touching and maneuvering with the garments brings a lot of value to the training session. Not mandatory but a better experience. We also have great exposure throughout N. America at a significant amount of trade shows where we can invite Departments and their employees to learn with us at these functions. Our RSMs also travel frequently throughout their Region to provide in person detailed training sessions for Departments. We have the ability to demonstrate our manufacturing facilities to those that can travel to them and we frequently have people visit our 3 N. American manufacturing facilities. Some of these training sessions have no cost associated with them. Some the Department will pay for the travel expenses of their employees and some we have helped with the costs. There is a tremendous array of options here and we welcome the opportunity to be a part of them. Our products are unique due to the extensive work that we have put into developing and patenting them.</td>
</tr>
<tr>
<td>37</td>
<td>Describe any technological advances that your proposed products or services offer.</td>
<td>We hold multiple patents in the design and function of our garments for the Firefighting community.</td>
</tr>
<tr>
<td>38</td>
<td>Describe any &quot;green&quot; initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</td>
<td>Traditionally, turnout gear has come in a black plastic bag (think of a Hefty Bag). This is the way that the industry has done it for decades. We have decided that as a company we want to try and eliminate these plastic bags and the plastic ties that attach some of the necessary documentation to the garments. We are launching this initiative now and are proud to be a contributor to reducing the amount of plastic that is entering into our waterways, oceans and landfills. We have also eliminated the printing of our full line catalog, much to the dismay of some of our employees and customers. There is a lot of paper associated with these items. We do offer several tri-fold brochures (attached) in limited quantities. We understand the value of these initiatives and are continually looking for more ways to improve in this area.</td>
</tr>
</tbody>
</table>
### Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
</tr>
</thead>
<tbody>
<tr>
<td>43</td>
<td>Do your warranties cover all products, parts, and labor?</td>
<td>See attached warranty document for all details</td>
</tr>
<tr>
<td>44</td>
<td>Do your warranties impose usage restrictions or other limitations that adversely affect coverage?</td>
<td>See attached warranty document for all details</td>
</tr>
<tr>
<td>45</td>
<td>Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?</td>
<td>Not applicable</td>
</tr>
<tr>
<td>46</td>
<td>Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?</td>
<td>Our warranty utilizes our 1851 center located in Richmond, QC or can be applied to an approved local ISP to perform the services.</td>
</tr>
<tr>
<td>47</td>
<td>Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?</td>
<td>Not applicable</td>
</tr>
<tr>
<td>48</td>
<td>What are your proposed exchange and return programs and policies?</td>
<td>See attached warranty document for all details</td>
</tr>
<tr>
<td>49</td>
<td>Describe any service contract options for the items included in your proposal.</td>
<td>We also have the ability to offer a 5 year warranty for a small additional cost</td>
</tr>
</tbody>
</table>

### Table 10: Payment Terms and Financing Options

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>What are your payment terms (e.g., net 10, net 30)?</td>
<td>Net 30</td>
</tr>
<tr>
<td>51</td>
<td>Do you provide leasing or financing options, especially those options that schools and governmental entities may need in order to make certain acquisitions?</td>
<td>Not applicable</td>
</tr>
<tr>
<td>52</td>
<td>Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.</td>
<td>Not applicable</td>
</tr>
<tr>
<td>53</td>
<td>Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.</td>
<td>Our initial plan is to have one of our Customer Service Reps dedicated to handling the review and participation in these RFPs. This person will also be responsible for tracking the success of the RFP. As we earn business, we will send the corresponding fee to Sourcewell. We understand the importance of paying the fee associated to the participation in this contract and look forward to earning business through it. If we are paying fees, we are generating revenue which is great for all of us</td>
</tr>
<tr>
<td>54</td>
<td>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?</td>
<td>No</td>
</tr>
</tbody>
</table>
### Table 13: Audit and Administrative Fee

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
</tr>
</thead>
<tbody>
<tr>
<td>64</td>
<td>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.</td>
<td>All of the participants in this program will receive a flat discount of 20% from our MSRP so tracking this will be simply applying that level of discount to a specific order. We are also establishing this as the <em>ceiling</em> price. We will educate our Dealers that they can offer even greater discounts to the Members. This will be discussed on a case by case basis. There is room for our Dealers to negotiate a better price for Members based on the pricing model that we have implemented for them. As mentioned, we will have a dedicated Team member who will monitor and track these transactions. Our Customer Service team works closely together so multiple people will be aware of how this program works.</td>
</tr>
<tr>
<td>65</td>
<td>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)</td>
<td>1.0%</td>
</tr>
</tbody>
</table>

### Table 14: Industry Specific Questions

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
</tr>
</thead>
<tbody>
<tr>
<td>66</td>
<td>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</td>
<td>Revenue is the key metric for this program. We anticipate solid success with this program. With that success, we know that it will breed more success through our RSMs and Dealers. Also, the awards from this contract will potentially bring Departments around the awarded Department so word of mouth will also play an important part of this program.</td>
</tr>
</tbody>
</table>
Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 72. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the "Exceptions to Terms, Conditions, or Specifications Form" immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

<table>
<thead>
<tr>
<th>Contract Section</th>
<th>Term, Condition, or Specification</th>
<th>Exception or Proposed Modification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

<table>
<thead>
<tr>
<th>File Name</th>
<th>I have reviewed the below addendum and attachments (if applicable)</th>
<th>Pages</th>
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<td>–</td>
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RFP #032620
REQUEST FOR PROPOSALS
for
Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Proposal Due Date: March 26, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 26, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published: January 23, 2020
Pre-proposal Conference: February 6, 2020, 11:00 a.m., Central Time
Question Submission Deadline: March 18, 2020, 4:30 p.m., Central Time
Proposal Due Date: March 26, 2020, 4:30 p.m., Central Time
Opening: March 26, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. “OPENING”

Sourcewell RFP #032620
Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment
Page 1
II.  EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment, to include:

   a. Firefighting Personal Protective Equipment (PPE) for all types of fire and rescue service, including structural firefighting, wildland firefighting, technical rescue, aircraft rescue, HazMat, and EMS, including, but not limited to:

      i. Protective clothing, including turnout gear, coats, pants, boots, gloves, hoods, and, CBRN clothing;

      ii. Firefighting apparel and station-wear, including shirts, pants, jackets, and footwear;

      iii. Helmets and related accessories, including front shields, helmet mounted lights, shrouds, straps, pads, and visors;

      iv. Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA), including open circuit and/or closed-circuit systems, facepieces, cylinders, regulators, and rapid intervention crew/company universal air connection (RIC UAC); and,

      v. Related equipment and accessories, including personal alert safety systems (PASS), air supply monitoring systems, gas masks, belts, suspenders, straps, radio holders, and eye protection.

   b. Breathing air compressors and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage;
Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.

2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.

3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.

4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.

5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $35 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer’s sales force will be the primary source of communication with Members. The Proposer’s Marketing Plan should demonstrate Proposer’s ability to deploy a sales force or
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member’s location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer’s response.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell’s competitive contracting process. Information about the webcast will be sent
Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer’s sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell’s support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

**E. GENERAL PROPOSAL REQUIREMENTS**

Proposals must be:
- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

**F. PROPOSAL WITHDRAWAL**
Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

- Conformance to RFP Requirements: 50
- Financial Viability and Marketplace Success: 75
- Ability to Sell and Deliver Service: 100
- Marketing Plan: 50
- Value Added Attributes: 75
- Warranty: 50
- Depth and Breadth of Offered Equipment, Products, or Services: 200
- Pricing: 400
- **TOTAL POINTS**: 1000

C. **PROTESTS OF AWARDS**

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days’ following Sourcewell’s notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:
- The name, address, and telephone number of the protestor;
- The original signature of the protestor or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of $20,000.

Protests that do not address these elements will not be reviewed.

D. **RIGHTS RESERVED**

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain
Addendum No. 1
Solicitation Number: RFP 032620
Solicitation Name: Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:
Is there a list of items to quote?

Answer 1:
Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 032620 posted to the Sourcewell Procurement Portal on 1/27/2020, is required at the time of proposal submittal.
using the search function, with the 6-digit RFP number, a list of awarded contract vendors can be displayed.

**Question 3:**

Page #5, Title II. Equipment Products & Services, Point E. Estimated Contract Value & Usage: Can you advise the percentage share of the Canadian Members anticipated out of the USD $35Million?

**Answer 3:**

The RFP anticipated volume is an estimate based on past volumes of similar Sourcewell contracts. It is an estimate only, and no sales or sales volume are guaranteed. There is no separate estimate of Canadian volume or percentage estimates by geographic region.

**Question 4:**

Page #7, Title III. Pricing, Point A. Requirements, Line Item 4. Cost of delivery & others: The cost of delivery is subject to location, quantity & other special conditions of the Member which will be known on case-to-case basis. Is it acceptable to quote ex-work our warehouse(s) including onsite training, installation & other related services, but excluding delivery?

**Answer 4:**

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

**Question 5:**

Page #7, Title III. Pricing, Point B. Administrative Fees: Do we need to include it in our price for this solicitation? If yes, we need to know the criteria on when any of the scenarios is applied to us, whether 1%, 2% or a flat fee?

**Answer 5:**

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry. The
End of Addendum

Acknowledgement of this Addendum to RFP 032620 posted to the Sourcewell Procurement Portal on 1/30/2020, is required at the time of proposal submittal.
2/27/2020

Addendum No. 4
Solicitation Number: RFP 032620
Solicitation Name: Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

In reference to Table 11, Line Item 55: “...if applicable, provide a SKU for each item in your proposal.” Please confirm if product category discounts are offered, then a SKU list is not applicable or expected as this may include tens of thousands of items?

**Answer 1:**

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

---

**Question 2:**

Is there a list of items and brands that are requested? It is needed to give an accurate cost of these items.

**Answer 2:**

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.
3/4/2020

Addendum No. 5
Solicitation Number: RFP 032620
Solicitation Name: Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

Question 1:

As a manufacturer, we can only report numbers that we sell through distributors. When requesting total dollar volume, is it permissible to report wholesale dollar amounts?

Answer 1:

Refer to Sourcewell Contract Template Section 8 – Report on Contract Sales Activity and Administrative Fee Payment, for Sourcewell expectations for reporting and administrative fees. A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, which is found as the final Table of Step 1 in the proposal submission process.

---

End of Addendum

Acknowledgement of this Addendum to RFP 032620 posted to the Sourcewell Procurement Portal on 3/4/2020, is required at the time of proposal submittal.
End of Addendum

Acknowledgement of this Addendum to RFP 032620 posted to the Sourcewell Procurement Portal on 3/13/2020, is required at the time of proposal submittal.
Question 3:
If utilizing a network of dealers for order processing, do we need to provide that list upon submission? Can the list be modified at any time?

Answer 3:
Refer to RFP Section II. B. — Requested Equipment, Products, or Services — “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell members and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

For additional detail on the requirement for awarded vendors with respect to distributor/dealer networks, refer to Sourcewell Contract Template Section 2. C. — Dealers and Distributors.

Question 4:
Will the administrative fee be charged to the manufacturer or to the dealer if using a dealer network? Will the fee be charged on the ceiling price or the final negotiated price listed on the member PO?

Answer 4:
Refer to Sourcewell Contract Template Section 8. — Report on Contracts Sales Activity and Administrative Fee Payment. A single sales report and administrative fee remittance is contemplated for each calendar quarter during the term of an awarded contract. Administrative fee is typically calculated based on total sales of all Equipment, Products, and Services purchased by Members under the contract.

End of Addendum

Acknowledgement of this Addendum to RFP 032620 posted to the Sourcewell Procurement Portal on 3/19/2020, is required at the time of proposal submittal.
INNOTEX® #032620-INO

Pricing for contract #032620-INO is provided at 20% discount from MSRP price list to Sourcewell participating agencies.
**To**

<table>
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</tr>
<tr>
<td>Contact</td>
<td>Ryan McElwee</td>
</tr>
<tr>
<td>Phone</td>
<td>(770) 479-5495</td>
</tr>
<tr>
<td>Phone</td>
<td>(770) 906-7754</td>
</tr>
<tr>
<td>Fax</td>
<td>(770) 479-5040</td>
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**YOUR QUOTATION**

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</tr>
<tr>
<td>3M Scotchlite® 3” SEGMENTED (triple trim) - Yellow Grey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trim Pattern: NFPA Style</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zipper closure system (VISLON®)</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi bellows pockets (pair) - (8” x 9”) - Regular</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radio pocket (unit) - With extra layer of Outer Shell</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standard flap with Grabber™</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>POSITION: Radio Pocket: H: 8 x L: 4 x D: 2 (dimensions in inches) - POSITION B -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hand-warmer pockets with Nomex FR polar fleece (pair)</td>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>Kevlar® handguard with thumbhole - Natural</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vented back protection Airflow™</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exterior hanging loop</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mic loop / P.A.S.S. loop / 1 UNITS / Left chest</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thermal liner attachments (bottom of coat) (unit) / 1 UNITS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flashlight Holder - Riveted Clip with Hook &amp; Loop Fastener / 1 UNITS / Right chest</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PERSO: Right sleeve (E) - Nomex® Embroidered American flag / Sewn on shell</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PERSO: Back under neck (H) - Lettering - For all units (EFFINGHAM) / Scotchlite® 3” - Lime yellow / Straight / Sewn on shell</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2022-8-16 22:43:29
PERSO: Hem of coat (M) - Lettering - Different for each unit ([2]-Name - see list) / Average 12 letters / Scotchlite® 3" - Lime yellow / Straight / Sewn on removable patch / 4" X 17" / Outer Shell

Polymer coated aramid Color: BLACK

Limited 2-year Warranty

<table>
<thead>
<tr>
<th>PANTS ENERGY - INNOTEX ENERGY™</th>
<th>QTY</th>
<th>MSRP</th>
<th>SUB TOTAL</th>
</tr>
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<tbody>
<tr>
<td>NFPA 1971-2018</td>
<td></td>
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</tr>
<tr>
<td>Big boot leg - Regular waist - SINGLE COLOR OUTER SHELL - WITH SINGLE METABOLIC ZONE (THERMAL BARRIER)</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pioneer, Aramid Blend, 6.6 osy – Khaki</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Stedair® 3000, 5.2 osy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Defender™ M NP (Brass), 7.0 osy</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3M Scotchlite® 3&quot; SEGMENTED (triple trim) - Yellow Grey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trim Pattern: Standard NFPA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zipper closure system (VISLON®)</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full bellows pockets (pair) - (10&quot; X 10&quot; X 2&quot;) - Lined with Kevlar® twill reinforcement</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EMK™ (Enhanced Mobility Knee) in Polymer coated aramid - With closed cell FR blend sponge foam (BLACK REINFORCEMENT)</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DELUXE Cotton suspenders (&quot;H style&quot;)</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nomex belt (2-sides adjustment)</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Belt loops (6 units) (included)-(3&quot; x 2&quot;) / 6 UNITS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Polymer coated aramid Color: BLACK</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Limited 2-year Warranty</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Because of our ongoing commitment to product quality and development, we reserve the right to change, cancel, discontinue or alter any specification, price, design or feature without prior notice and without incurring any obligation.
Staff Report

Subject: Change Order 2 for Guyton Fire Station
Author: Eric Larson, Asst. County Manager
Department: Engineering
Meeting Date: September 6, 2022
Item Description: Approve a change order to upgrade the bathroom shower for the new fire station on Hwy 119 in Guyton.

Summary Recommendation:
During submittal review of the new building, it was noted the bathroom shower facilities do not match those specified in other recently completed fire stations, specifically the Springfield station. The architect recommends to upgrade the fiberglass insert to a tile shower, for durability and uniformity.

Executive Summary/Background:
- The contract was awarded to McWright, LLC on April 19, 2022.
- Original Contract amount = $1,264,050.00
- Change order #1 = $4,620.00
- Change order #2 = $2,927.70
- Construction time adds one day.

Alternatives for Commission to Consider
1 - Approve the change order #2 to McWright, LLC for the amount of $2,927.70 for the Guyton Fire Station project.
2 – Take no action and request more information.
3 – Deny. The bathroom shower will be built as specified in the bid documents.

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: Engineering, Legal, Purchasing

Funding Source: SPLOST.

Attachments:
1. Change Order request
2. Change Order form.
Date: August 16, 2022  
Job: Guyton Fire Station #13  
Address: 91 Springfield Ave Guyton, GA 31312  
Owner: Effingham County Board of Commissioners

Change Order Request #2- Bathroom Changes

Reference: Architect request via email with pictures of existing station

Scope of Work:
- Plumbing: Delete shower inserts and install floor drain and shower assembly (no extra costs)
- Tile: Delete floor tile and tile at shower floor and shower walls to match pictures as closely as possible
- Flooring: Concrete floors to match floors in hallway and day room
- Concrete: Add shower curb with poured concrete

Total Add Price- $2,927.70  
Total Add day(s)- 1

Digitally signed by
Matthew McMillian
Date: 2022.08.16 09:42:57 -04'00'
## Description

<table>
<thead>
<tr>
<th>Description</th>
<th>Subcontractor</th>
<th>Notes</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install 2 formed in place shower curbs</td>
<td>McWright LLC</td>
<td></td>
<td>$400.00</td>
</tr>
<tr>
<td>delete bathroom floor tile and add floor and wall tile at shower</td>
<td>Westbroad Flooring</td>
<td></td>
<td>$700.00</td>
</tr>
<tr>
<td>Robles- Flooring in bathroom to match what is in dayroom and hallway.</td>
<td>Robles</td>
<td></td>
<td>$1,140.00</td>
</tr>
</tbody>
</table>

### Cost Summary

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontractor(s)</td>
<td>$2,240.00</td>
</tr>
<tr>
<td>GC General Liability</td>
<td>$61.60</td>
</tr>
<tr>
<td>GC Job Overhead Expenses</td>
<td>$225.00</td>
</tr>
<tr>
<td>Bond Premium Increase</td>
<td>$85.37</td>
</tr>
<tr>
<td>Total</td>
<td>$2,927.70</td>
</tr>
</tbody>
</table>

$225/day Superintendent salary, job trailer, administrative, etc
## Change Order for Shower walls and Shower floors

**BILL TO**
Effingham County-Fire Station#13  
Hwy 119  
Guyton GA

**SHIP TO**
Effingham County-Fire Station#13  
Hwy 119  
Guyton GA

<table>
<thead>
<tr>
<th>SKU#/ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>All labor and materials to delete bathroom floor tile and ADD ceramic floor and wall tile in 2 showers</td>
<td></td>
<td>1</td>
<td>EA</td>
</tr>
</tbody>
</table>

**Total** $700.00

### CUSTOMER ACCEPTANCE AND APPROVAL

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effingham County-Fire Station#13</td>
<td></td>
</tr>
</tbody>
</table>

**Date**
8/2/2022 3:52 PM
Change Order #1

8/12/2022

FIRE STATION NO. 13
HWY 119
GYTON, GA

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost/ft²</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRIND AND SEAL OF APPROXIMATELY 190 SQ FT TO MATCH FLOORING IN HALLWAY AND DAY ROOM</td>
<td>6.00</td>
<td>$1,140.00</td>
</tr>
</tbody>
</table>

Payment: Net 30 upon completion.
Warranty: See our warranty restrictions

Subtotal $1,140.00
Sale Tax N/A
Total $1,140.00
Payment
This constitutes a legally binding agreement between Robles Concrete Services and client as represented by address, person(s) or Company listed above. Client’s signature or deposit collected represents the acceptance of this entire agreement with its terms under which work is performed. Any delinquency in payments is understood as a void of this contract, and work will stop until such payments have been made. Robles Concrete Services accepts personal checks; company checks or certified bank checks made payable to Robles Concrete Services. Checks returned due to insufficient funds will result in a fee of $250.00. In this event, only certified check or bank check will be the only accepted method of payment. Any credit card payments accepted will be subject to a 3% surcharge. Residential projects are required final balance payment prior to top-coat in the case of coatings or final polish guard in case of polished concrete. Actual square footage will prevail. Final payments constitute acceptance of completed work in its entirety and releases Robles Concrete Services from its contractual obligation as it relates to this contract and all specifications related to this contract. Any repair work necessary as a result of damage caused by client or client’s contractors will not be the responsibility of Robles Concrete Services. Robles Concrete Services reserves the right to charge repair fees for such.

General Conditions
All areas are to be provided to Robles Concrete Services Corp at the time in a clean broom swept condition, free of other trades. Demolition and removal of existing floor coverings, adhesive or mastic or repairs to existing substrate including crack repair and joint work is specifically excluded unless noted in scope above. Only one (1) mobilization is included in this proposal. Some or all materials within the above scope of work require a conditioned space to install in terms of relative humidity and temperature no colder than 50 degrees F. Conditions of space are the responsibility of contracting company, not Robles Concrete Services Corp. If finishes are in place, it is owners’ responsibility to protect finishes air/water tight prior to our arrival. No protection is included in proposal. Normal working hours are Monday through Friday 7 am to 4PM. Off-hour and weekend work is subject to a surcharge of 20% unless otherwise agreed in writing and amended to this agreement. Scheduling delays can result in the cancellation of the agreed upon work without notice.

Walls and Finishes
Robles Concrete Services Corp will do its best to protect any existing finishes, however; client should take all precautions possible to protect walls, baseboards (if possible by removing entirely), and moldings. It is generally preferred to install a decorative floor prior to final painting, baseboard or trim installation, to prevent damage to these. If conditions require they be installed prior to flooring or are pre-existing, Robles Concrete Services will not be held responsible for any damage to these materials or areas. Touch up painting will not be the responsibility of Robles Concrete Services. Robles Concrete Services will install painter’s tape to such areas if present. Stains and sealers may bleed through painter’s tape.

Moisture Content and Vapor Responsibility
Conditions of the sub grade are the responsibility of the General contractor or Owner. Robles Concrete Services Corp has not done testing of concrete for contaminates such as silicates or other contaminates or for water vapor issues. Excessive moisture in or permeating from concrete after application of a coating can cause failures such as blistering and delaminating and may fail if not appropriately identified and treated in advance. Warranties are void if failures are deemed to result from such issues. Robles Concrete Services Corp recommends that owners or general contractors, prior to installation, perform independent testing. In case that the moisture content of the concrete exceeds acceptable levels, Robles Concrete Services will present an additional estimate to apply special primers, vapor retardant, moisture suppression coatings, or water locking products to the surface.

Repairs to Existing Floor
Robles Concrete Services will fill minor holes and spider cracks on the concrete floor using appropriate materials. Small metal objects will be removed. We do not alter the geometry of the floor. Any existing unevenness will remain unless we apply an underlayment not included in this invoice unless specifically noted and priced as such. If excessive spalling, large or deep cracks are present, Robles Concrete Services will present an additional estimate or invoice detailing the job performed either prior to coating or polishing. In many cases, unevenness, holes, large cracks or other damage can only be assessed after an existing flooring material and/or carpet glue or mastic is removed. Repair work can and will telegraph through sealers or be visible with polished concrete installations. A micro-topping can aid in masking imperfections as an option, otherwise repair work remains visible. Client fully understands and accepts these terms.

Right to Stop Work
Robles Concrete Services reserves the right to stop work when rain is imminent, when temperature is within 5 degrees of the dew point, or when ambient air temperature is below 50°F.

Utilities Required
Water is to be located within 50’ of job site. Mechanical floor preparation equipment (i.e. shot blast machinery, floor grinders), if applicable, will require a pigtail to either a 208-240-volt single phase minimum 30-amp breaker for grinding OR 208-240 volt three phase minimum 60 amp breaker for larger grinders within 50 feet of work area. Normal power outlets of 115 volt should be available and area should be well lit for easy visibility. If lighting or power is not available, a generator will be rented and billed to client @ $450 per day. In the event a dumpster is needed to dispose of materials, this will be the responsibility of the client to provide.
Decorative Conditions

i. **CRACKING:** Concrete is likely to crack due to temperature, moisture, and/or movement of the slab. It is not the responsibility of Robles Concrete Services to prevent cracking. Cracks may telegraph through coating materials. Robles Concrete Services is not responsible for concrete cracks that exist or may develop in the slab.

ii. **SEALERS:** After initial application and until fully dry, sealers such as water or solvent based concrete sealers, epoxy or polyaspartic are tacky in nature. Robles Concrete Services cannot control circumstances such as water infiltration, airborne matter or dust that is present or may be later introduced and fall or leach into wet materials. Any repairs necessary will be at an additional cost.

iii. **FINISHES / TOP COATS:** Differing coatings or sealers may be applied, depending on use of space and wear-ability. Each material may present imperfections out of the installer’s control such as, but not limited to: fish eyes, bubbles, and craters in the epoxy coating caused by outgassing in concrete; minor roller marks or an orange-peel effect in urethane; color bursts or irregular movement with metallic color additives while curing.

iv. **OVERLAYS / MICRO-TOPPING:** Cementitious products are applied using steel trowels, rubber trowels, gauge rakes or other application methods depending on the requirements of the particular job. Installation marks from these tools may exist and are in fact, common, and may be visible after final sealers are applied. It is possible a cementitious product may crack when placed over pre-existing concrete slabs. Robles Concrete Services has no control over movement of existing concrete slabs.

v. **STAINS / DYES:** The application of reactive stains on concrete surfaces creates an irregular patina, (in some cases dramatically) from area to area. Stains will produce a variation of color and not a consistent one-color system. Irregularity in surface color is naturally inherent with the concrete stain process and is to be expected. Robles Concrete Services cannot control the shading and does not guarantee this in any way.

vi. **UNEVEN / HARD TO REACH AREAS:** Robles Concrete Services will make every attempt to perform satisfactory prep work as it relates to uneven floors, corners, edges or excessively porous areas. Pre-existing paint, drywall, glue, mastic, cure-n-seal, leveling material or other chemicals and stains may be present in these areas and telegraph through a polished or sealed surface. Swirl marks due to grinding either by hand or using machines may also be visible upon completion.

Maintenance

The architectural polished concrete, topping or floor coating system on this project includes a sacrificial maintenance sealer, which is used to aid in cleaning of the surface and offer continual protection to the coloration process. Upon project completion, Robles Concrete Services Corp can provide instruction for proper maintenance and will not accept responsibility for damage to the system due to improper maintenance or lack of. In the case of polished concrete - either with or without color, reactive spills caused by products such as bleach, ammonia, vinegar, coffee, wine, et cetera, will require immediate clean-up as it can etch the finish and discolor or remove color.

Samples

Client will be responsible to cover minimum of $500.00 in charges for small samples of concrete staining/coloring or polishing. Epoxy or metallic epoxy can incur charges up to $800.00 with up to 30% of this latter cost will be credited on final invoice upon completion of work.

Warranty

There should be no foot traffic or use of any equipment of any kind within first 48 hours of epoxy or floor sealer installation. For polished concrete, immediate use can begin after installation but under no circumstances should there be any standing water or washing of floor either by use of scrubbers or by mopping within the first seventy-two (72) hours after installation. Warranty shall be for no less than one (1) year, free of defect in workmanship, in the case of polished concrete provided Robles Concrete Services has a minimum of two (2) years quarterly service agreement to maintain finished installation. In the case where Robles Concrete Service installs a polished floor but receives no service agreement, there is no verbal, written or implied warranty.

Refunds

Any monies collected and paid to Robles Concrete Services as it relates to proposed work, such as deposits, are non-refundable after five (5) days from the date of signed agreement. Monies collected for deposit on any initial work in progress or completed work are non-refundable.
Change Order # 2

Project: Construction – Guyton Fire Station #13

Contract Date: April 13, 2022

Change Order Effective Date: September 6, 2022

Change Order Issued to: McWright, LLC
P.O. Box 903
Boanire, GA 33105

You are directed to make the following changes to this Contract.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT S</th>
<th>BID QTY</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tile Shower Upgrade</td>
<td>1</td>
<td>1</td>
<td>$2,927.70</td>
<td>$2,927.70</td>
</tr>
<tr>
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<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,927.70</td>
</tr>
</tbody>
</table>

The original Contract Sum was.................................................................$ 1,264,050.00

Net change by previously authorized Change Orders.................................$ 4,620.00

The Contract Sum prior to this Change Order was............................................$ 1,268,670.00

The Contract Sum will be increased by this Change Order...........................$ 2,927.70

The new Contract Sum including this Change Order will be............................$ 1,271,597.70

The Contract Time will be increased by ___ days

Owner
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

By: ____________________________________________

Date: ________________________________

Contractor
McWright, LLC
P.O. Box 903
Boanire, GA 33105

By: ____________________________________________

Date: ________________________________
Staff Report

Subject: Right of Way Dedication – Greenbriar Subdivision, Phase 3
Author: Eric Larson, Asst. County Manager
Department: Engineering
Meeting Date: September 6, 2022
Item Description: Accept right of way for Greenbriar Phase 3 by warranty deed.

Summary Recommendation:
WT Wasden, developer, requests the County to accept the roads within Greenbriar, Phase 3, which consists of 29 lots. In November 2019, the County approved the subdivision as a private road subdivision due to issues with construction. An agreement was signed for private maintenance with the understanding the roads would be dedicated at a future date once the roads and stormwater system was repaired.

Executive Summary/Background:
- Greenbriar Phase 3 is the final phase in the Greenbriar subdivision on State Rte. 17. The infrastructure was built at the same time as the original phases but because of the recession subdivision has remained undeveloped.
- Because of the 10 year lapse between infrastructure construction and request for final plat, an inspection by the County Engineering firm EOM found numerous deficiencies in both the storm drainage system and the streets.
- Since 2019, the developer, EOM, and County Engineer have been working to make repairs and inspect them for acceptance. On August 22, 2022, Parker Engineering, on behalf of WT Wasden, recommended acceptance and documented all repairs for complete.
- A 1 year warranty bond will be issued equal to 10% of the construction cost.

Alternatives for Commission to Consider
1 - Approve the dedication of Right of Way for Greenbriar Phase 3.
2 – Take no action / Request more information
3 - Deny. The Roads will remain private.

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2

Department Review: Engineering, Legal,

Funding Source: N/A.

Attachments: 1. November 19, 2019 Staff report
2. Greenbriar Phase 3 plat
3. Warranty Deed
4. Copy of 2019 maintenance agreement
STATE OF GEORGIA        )
COUNTY OF EFFINGHAM    )

WARRANTY DEED

THIS INDENTURE made this ___ day of ____________, 2022, by and between FEED LOT FARMS, INC., a Georgia corporation, 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 10th G.M. District, Effingham County, Georgia, consisting of the entire rights-of-way of Greenbriar Drive and Caroline Way, located within Greenbriar Subdivision, Phase III, as more particularly shown on that certain subdivision plat prepared by Warren E. Poythress, R.L.S. No. 1953, dated May 7, 2019, and recorded in Plat Book 28, Pages 704-706, in the office of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

It is the intention of the Grantor to convey to the Grantee all of its interest in the aforenamed streets or rights of way for public access.

TOGETHER WITH the water systems and drainage improvements located within said rights-of-way and public easements, all located within Greenbriar Subdivision, Phase III, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes but specifically excluding any sewer utilities, 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 Greenbriar Subdivision, Phase
III, 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.

Feed Lot Farms, Inc., a Georgia corporation

By: _____________________________(Seal)
Kim Wasden
Its: CEO & Secretary

[Corporate Seal]

Signed this _____ day of __________, 2022
in the presence of:

________________________________
Witness

________________________________
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)
COMMISSIONERS MEETING DATE: November 19, 2019

DATE: November 12, 2019
TO: Board of Commissioners
THRU: Tim Callanan, County Administrator
FROM: Teresa Concannon, County Planner
ISSUE: Final Plat Approval for Greenbriar, Phase 3

BACKGROUND: WT Wasden requests approval of the final plat as a private subdivision, and a repair and future dedication agreement, for Greenbriar, Phase 3, which consists of 29 lots.

FACTS AND FINDINGS:
1. Greenbriar Phase 3 is the final phase in the Greenbriar subdivision on State Rte. 17. The infrastructure was built at the same time as the original phases but because of the recession subdivision has remained undeveloped.
2. Because of the 10 year lapse between infrastructure construction and request for final plat, an inspection by the County Engineering firm EOM found numerous deficiencies in both the storm drainage system and the streets.
3. Applicant has requested that Board of Commissioners approve the subdivision final plat as private subdivision with a signed agreement by the applicant agreeing to but not limited to the following:
   • Issuance of a bond for 100% of the cost of the repairs
   • Repair of all deficiencies with the roads and storm drainage system (as outlined in the agreement) prior to the county issuing any CO’s for new construction in the phase.
   • Have a certified engineers sign off on the repairs (as outlined in agreement)
   • Prior to final dedication to the county issue a 1 year warranty bond equal to 10% of construction cost.
4. In turn the county agrees to:
   • accept the final plat as a private subdivision
   • Accept Water and sewer infrastructure.
   • Allow the developer to dedicate storm drainage system and streets to the county once repairs are made and certified.

ALTERNATIVES:
1. Approve the final plat of Greenbriar, Ph 3, and accept repair, future dedication and repair and warranty bond agreement.
2. Do not approve the final plat of Greenbriar, Ph 3, and accept repair, future dedication and repair and warranty bond agreement.

FUNDING: N/A

RECOMMENDATION:
1. Staff recommends Alternative 1.

ATTACHMENTS:
1. Final Plat for Greenbriar, Ph 3.
2. Final Plat Submittal Form & Checklist.
3. Agreement
STATE OF GEORGIA
COUNTY OF EFFINGHAM

DECLARATION OF COVENANT TO MAINTAIN
ROADS AND DRAINAGE INFRASTRUCTURE
IN PHASE III OF GREENBRIAR SUBDIVISION
EFFINGHAM COUNTY, GEORGIA

This Declaration of Covenant to Maintain Roads and Drainage Infrastructure in Phase III of Greenbriar Subdivision, Effingham County, Georgia (hereinafter referred to as “Declaration”) is made by W.T. Wasden, Jr. (hereinafter "Wasden") as follows:

WHEREAS, Wasden is the owner of the roads and drainage infrastructure existing in the residential subdivision known as Phase III of Greenbriar Subdivision located in Effingham County, Georgia (hereinafter referred to as “Greenbriar, Phase III) (legal description attached hereto as Exhibit “A”); and

WHEREAS, said roads and drainage infrastructure are more particularly described on the final plat that will be recorded in the records of the Clerk of the Superior Court of Effingham County, Georgia which is incorporated herein by reference; and

WHEREAS, the roads in Greenbriar, Phase III have not been dedicated to Effingham County, and therefore remain private roads; and

WHEREAS, the drainage infrastructure in Greenbriar, Phase III has not been dedicated to Effingham County, and therefore remains private drainage infrastructure; and

WHEREAS, pursuant to the Official Code of Effingham County, Appendix B, Subdivision Regulations, Article VII-Design Standards, Section 7.1.18, Private access roads and private streets, Subsection (2), “the developer of any subdivision in which a private street or road is established shall provide the county commission with a maintenance agreement, consisting of covenants running with title to all lots served by such private street or road, indicating that the owners of such lots agree to assume the financial and legal responsibility for maintenance and operation of any such private street or road established.”; and

Please cross reference to:
Deed book 1105, Page 315
WHEREAS, pursuant to the Official Code of Effingham County, Appendix B, Subdivision Regulations, Article VII—Design Standards, Section 7.1.18 — Private access roads and private streets, Subsection (3), “the developer shall notify the initial purchasers of lots served by a private street or road, in writing, that the responsibility of maintenance and operation of the private street or road and private drainage features such as canals, ditches and swales, shall remain with such lot owners. Failure to notify each such lot purchasers shall constitute violation of this chapter.”; and

NOW THEREFORE, Wasden and his successors and assigns, hereby affirmatively covenants and agrees as follows:

1. The above preamble and recitals are hereby incorporated as if restated verbatim.

2. Wasden agrees to assume the financial and legal responsibility for the maintenance and operation of the private roads in Greenbriar, Phase III.

3. Wasden agrees to assume the financial and legal responsibility for the maintenance and operation of the private drainage infrastructure in Greenbriar, Phase III.

4. Wasden agrees to notify the initial purchasers of lots in Greenbriar, Phase III that the maintenance and operation of the private roads and the private drainage infrastructure shall remain with the lot owners.

5. Wasden understands that a private road and a private drainage infrastructure may be dedicated to and accepted by Effingham County for public road and drainage purposes, provided such private road and drainage infrastructure meets Effingham County’s design and construction standards and regulations and all local ordinances, state, and federal laws.

6. This Declaration runs with the land and is binding on all future owners, heirs, assigns, and successors in title and shall take effect on date signed below.

IN WITNESS WHEREOF, W.T. Wasden, Jr. has hereunto set his hand and seal on this ___ day of November, 2019.

Signed, sealed and delivered in the presence of:

Witness:

[Signature]

[Signature]

Notary Public
EXHIBIT “A”

All that tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, containing 57.70 acres, more or less, and bounded now or formerly as follows: On the Northeast by lands of Union Bag Camp Paper Corp; on the Southeast by lands of G.F. Vandiver; on the Southwest by State of Georgia Highway No. 17; and on the Northwest by lands of Annie Mack, lands of Annie D. Green, lands of Homer Fann and lands of Estate of Brady Shearhouse. Said parcel of land being shown as Parcel No. 4 on a Map or Plat made by Robert L. Bell, R.L.S., dated February 3, 1964, and recorded in Map Book 3, Page 152 in the Office of the Clerk of Superior Court of Effingham County, Georgia.

Subject, however, to all valid restrictions, easements, and rights of way of record.
SURVEYOR'S CERTIFICATION

As required by subsection(s) 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 herein. 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.

Worked, Poyntress, Registered Land Surveyor
No. 1953
4-07-19

DATE: MAY 07, 2019
By Warren E Poyntress
Registered Land Surveyor No. 1953
Address: 991 Hunters Road
Sylvania, Georgia 30467
Cell Phone: 912-531-1453
Telephone: 912-857-3386
Equipment - Sokkis GR26 - GPS
Topcon 303
FINAL PLAT CLOSURE = 3240

Certificate of Accuracy
I hereby certify that this plat is true, correct, and accurate as required by the Effingham County Subdivision Regulations and was prepared from an actual survey of the property made under my supervision, and that monuments shown have been located and placed to the specification set forth in said regulations.

Warren E. Poyntress, RLS 1953
5-07-19

Notice of private roads and private maintenance, including drainage.

Maintenance of the roads and drainage easements located within phase three of Greenbriar Subdivision as shown on this plat are subject to a maintenance agreement requiring all expenses of maintenance shall be the responsibility of the developer and the abutting property owners. The maintenance agreement consisting of covenants running with title to all lots serviced by such private street or road, has been filed with Effingham County; for later recitation, that the developer and owners shall have responsibility for the financial and legal responsibility for maintenance and operation of any such private street or road established together with the responsibility of maintenance and operation of the private drainage features such as canals, ditches, and swales, shall remain with such lot owners. Effingham County shall have no responsibility with regard to maintenance of the roads or drainage system and easements.

Lot #59 to be deeded to the home owners association. Lots 60 and 61 will be deeded as separate lots not approved for septic system or dwelling.

Total Area in Roads = 6.32 Acres
Total Area = 57.55 Acres

Greenbriar Subdivision
Phase III, Lots 10 - 28, Lots 43 - 48, Lots 55 - 61
Located in the 10th G.M.D.,
Effingham County, Georgia
GREENBRIAR SUBDIVISION
PHASE III, LOTS 10 - 28, 43 - 48
LOCATED IN THE 10TH G. M. D.,
EFFINGHAM COUNTY, GEORGIA

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 certificate, signatures, stamps or statements hereon. Such approval 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. Poythress, Registered Land Surveyor, No. 1953
5-27-19

DATE: MAY 07, 2019
By: Warren E Poythress
Registered Land Surveyor No. 1953
Address: 991 Hunters Road
Sylvania, Georgia 30476
Cell Phone - 912-531-1453
Telephone: 912-857-3288
Equipment - Sokkia GR52 - GPS
Topcon 303

FINAL PLAT CLOSURE = 164
Staff Report

Subject: Approval of Lease Agreement Amendment 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: Lease Agreement Amendment with Crown Castle for the Cell Tower located at 247 Church Road

Summary Recommendation: Staff recommends approval of the Lease Agreement Amendment with Crown Castle for the Cell Tower located at 247 Church Road.

Executive Summary/Background:
- The current lease with Crown Castle will expire on September 10, 2022. At the July 2022 Board of Commissioners meeting, the Board approved the Lease Amendment Option:
  - 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
- This amendment has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider
1. Approval of Lease Agreement Amendment with Crown Castle for the Cell Tower located at 247 Church Road
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, County Attorney

Funding Source: 

Attachments:
1. Lease Agreement Amendment
2. Agreement and Memorandum of the Amendment to the Agreement
FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT (the “Amendment”) is made and entered into effective as of the last date of execution set forth below, by and between BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, having a mailing address of 804 S. Laurel St., Springfield, GA 31329 (“Lessor”), and CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company, successor by merger to Crown Castle PT Inc., a Delaware corporation, having a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317 (“Lessee”).

W I T N E S S E T H:

WHEREAS, Lessor entered into that Option and Lease Agreement dated June 9, 1998 (the “Lease”) with Powertel/Atlanta, Inc., a Delaware corporation (“Powertel”), as lessee, covering certain real property together with an easement for ingress and egress thereto described in Exhibit “A” attached hereto (the “Property”); 

WHEREAS, pursuant to that Assignment and Assumption Agreement dated as of March 8, 1999 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Book 580, Page 176, Powertel assigned all of its right, title and interest in, to and under the Lease to Powertel Jacksonville Towers, LLC, a Delaware limited liability company, which assumed all of Powertel’s rights, duties and obligations with respect thereto; 

WHEREAS, pursuant to that Assignment and Assumption Agreement dated as of June 1, 1999 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Book 580, Page 189, Powertel Jacksonville Towers, LLC assigned all of its right, title and interest in, to and under the Lease to Lessee; and 

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on September 10, 2022 (the “Original Term”) and the parties desire to amend the Lease to extend the Original Term and as otherwise set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. AMENDMENTS. The Lease is hereby amended as follows:

(a) Renewal Term. Section 13 of the Lease is hereby amended such that in addition to and following the renewal terms currently set forth in Section 13, Lessee shall have the option to extend this Lease for four (4) additional five (5) year terms (each, a “Renewal Term”). If all such
options to extend are exercised, then the final expiration of the Lease shall occur on September 10, 2042.

(b) **Consideration.** Notwithstanding any provision of Section 14 of the Lease to the contrary and in lieu of any other increases in rent set forth in the Lease:

(i) Effective September 11, 2022, the annual rent shall increase to Eighteen Thousand One Hundred Fourteen and 97/100 Dollars ($18,114.97).

(ii) Effective September 11, 2023 and on each anniversary of such date thereafter (the “Adjustment Date”) and continuing for the duration of the Lease, including all renewals as provided in Section 13 thereof, the rent payable hereunder shall increase by four percent (4%) over the rent due in the immediately preceding lease year.

(c) **Notice.** Section 27 of the Lease is hereby amended to reflect the following notice address for Lessee:

Crown Castle Towers 06-2 LLC  
General Counsel  
Attn: Legal - Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

2. **SIGNING BONUS.** As additional consideration for the execution of this Amendment, Lessee shall pay to Lessor the sum of Thirty Thousand and No/100 Dollars ($30,000.00) within sixty (60) days following the complete execution of this Amendment.

3. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Lease are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Lease as of the date hereof and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and continue in full force and effect. In case of any inconsistency between the Lease or the MOL and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

(c) **IRS Form W-9.** Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its
equivalent, and other related paper work to effect a transfer in rent to the new Lessor. Lessor’s failure to provide the IRS Form W-9 within thirty (30) days after Lessee’s request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Representations and Warranties.** Lessor represents and warrants that:

(i) Lessor is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Lessor’s obligations under the Agreement as amended hereby.

(ii) Lessee is not currently in default under the Agreement, and to Lessor’s knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

(iii) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Lessee’s continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

(e) **Entire Agreement.** The Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(f) **Litigation Costs.** In the event that it becomes necessary for either party hereto to initiate litigation for the purpose of enforcing any of its or his rights hereunder or for the purpose of seeking damages for any violation hereof, then, in addition to all other judicial remedies that may be granted, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs that may be sustained by such prevailing party in connection with such litigation.

(g) **Counterparts.** This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(h) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

(Signatures appear on the following page)
IN WITNESS WHEREOF, the parties have executed this First Amendment to Option and Lease Agreement on the day and year first written above.

LESSOR:

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: ____________________________ (SEAL)
Name: __________________________
Title: __________________________
Date: __________________________

ATTEST:

______________________________
Clerk

APPROVED AS TO FORM:

______________________________
County Attorney
Signed, Sealed and
Delivered in the Presence of:

Unofficial Witness

Notary Public

MY COMMISSION EXPIRES:

LESSEE:

CROWN CASTLE TOWERS 06-2 LLC,
A Delaware limited liability company

By: ____________________________ (SEAL)
Name: ____________________________
Title: ____________________________
Date: ____________________________
EXHIBIT A

LEASE AREA

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 07 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 seconds 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 seconds 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 seconds East a distance of 52.50 feet to a point, said point being the same Point of Beginning.

The above described tract being 4,900 square feet, more or less.

35 FOOT ACCESS AND UTILITY EASEMENT

Commencing at the intersection of Highway 119 and Highway 21, thence North 20 degrees 07 minutes 25 seconds West a distance of 1476.76 feet to a point, said point being the Point of Beginning; thence South 49 degrees 22 minutes 59 seconds West a distance of 117.44 feet to a point, said point being on the subject Lease Area.

The above-described course being the centerline of a 35 feet access and utility easement, and being a portion of Effingham County property.
STATE OF GEORGIA 
COUNTY OF EFFINGHAM 

AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("Memorandum") is entered into as of the last date of execution set forth below, by and between BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, having a mailing address of 804 S. Laurel St., Springfield, GA 31329 ("Lessor"), and CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company, successor by merger to Crown Castle PT Inc., a Delaware corporation, having a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317 ("Lessee").

WITNESSETH:

WHEREAS, Lessor entered into that Option and Lease Agreement dated June 9, 1998 (the "Lease") with Powertel/Atlanta, Inc., a Delaware corporation ("Powertel"), as lessee, covering certain real property together with an easement for ingress and egress thereto described in Exhibit "A" attached hereto (the "Property");

WHEREAS, pursuant to that Assignment and Assumption Agreement dated as of March 8, 1999 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Book 580, Page 176, Powertel assigned all of its right, title and interest in, to and under the Lease to Powertel Jacksonville Towers, LLC, a Delaware limited liability company, which assumed all of Powertel’s rights, duties and obligations with respect thereto;

WHEREAS, pursuant to that Assignment and Assumption Agreement dated as of June 1, 1999 and recorded in the Office of the Clerk of the Superior Court of Effingham County,
Georgia, in Book 580, Page 189, Powertel Jacksonville Towers, LLC assigned all of its right, title and interest in, to and under the Lease to Lessee; and

**WHEREAS**, the Lease has an original term (including all extension terms) that will terminate on September 10, 2022 (the “Original Term”); and

**WHEREAS**, effective as of the date of this Memorandum, Lessor and Lessee have amended the Lease and desire to acknowledge, confirm and make record of the above-referenced amendment.

**NOW, THEREFORE**, Lessor and Lessee hereby acknowledge and agree that the following accurately represents the Lease, as amended by that First Amendment to Option and Lease dated as of the date hereof (the “Amendment”):

**MEMORANDUM OF FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT**

Lessor: Board of Commissioners of Effingham County, Georgia, with a mailing address 804 S. Laurel St., Springfield, GA 31329.

Lessee: Crown Castle Towers 06-2 LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Dr., Canonsburg, PA 15317.

Property: The real property leased by Lessor to Lessee together with an easement for ingress and egress thereto is described in Exhibit “A,” attached to this Memorandum and incorporated herein by this reference.

Initial Lease Term: For a term of four (4) years, beginning on September 11, 1998.

Expiration Date: The first five (5) extensions terms of four (4) years each having been exercised, if not otherwise extended or renewed, the Lease shall expire on September 10, 2022.

Right to Extend or Renew: Lessee has four (4) remaining options to extend the Lease for successive periods of five (5) years each on the terms and conditions set forth in the Lease, as amended. If Lessee exercises all extensions/renewals, the final expiration of the Lease will occur on September 10, 2042.

Option to Purchase: No.
Right of First Refusal: No.

All of the terms, provisions, covenants and agreements contained in the Lease, as amended by the Amendment, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Lease, as amended by the Amendment, as of the date hereof and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and continue in full force and effect. This Memorandum will be recorded in the applicable land records and is intended to provide notice to third parties of the Lease and any and all amendments thereto. The Lease and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages]
IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of First Amendment to Option and Lease Agreement on the day and year first written above.

LESSOR:

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: _____________________________(SEAL)
Name: ___________________________
Title: ___________________________
Date: ___________________________

ATTEST:

________________________________
Clerk

APPROVED AS TO FORM:

________________________________
County Attorney
Signed, Sealed and Delivered in the Presence of:

_____________________________
Unofficial Witness

_____________________________
Notary Public

MY COMMISSION EXPIRES:

LESSEE:

CROWN CASTLE TOWERS 06-2 LLC,
a Delaware limited liability company

By: ____________________________ (SEAL)
Name: __________________________
Title: __________________________
EXHIBIT “A”

LEASE AREA

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 07 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 seconds 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 seconds 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 seconds East a distance of 52.50 feet to a point, said point being the same Point of Beginning.

The above described tract being 4,900 square feet, more or less.

35 FOOT ACCESS AND UTILITY EASEMENT

Commencing at the intersection of Highway 119 and Highway 21, thence North 20 degrees 07 minutes 25 seconds West a distance of 1476.76 feet to a point, said point being the Point of Beginning; thence South 49 degrees 22 minutes 59 seconds West a distance of 117.44 feet to a point, said point being on the subject Lease Area.

The above-described course being the centerline of a 35 feet access and utility easement, and being a portion of Effingham County property.
Staff Report

Subject: Consideration to Approve a Resolution of Surplus
Author: Alison Bruton, Purchasing Agent
Department: Various
Meeting Date: September 6, 2022
Item Description: Surplus

Summary Recommendation: Staff recommends approval of the Resolution

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

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

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Various

Funding Source: NA

Attachments:
- Resolution of Surplus
- Listing of items from the ECSO
- Images of items from Elections
- Images of boilers from the Jail
**NOTICE OF SALE**

Notice is hereby given that the Board of Commissioners of Effingham County Georgia, in regular session assembled on September 6, 2022 by this resolution declare the following described property surplus and authorize the public sale, or disposal thereof:

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<th>Department</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Serial Number / Identifying Number</th>
<th>Amount</th>
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Pursuant to said resolution the above described surplus property will be demolished, offered for sale by auction or by sealed bid; will be traded for newer or alternate equipment or will be donated to non-profit.

This ______________ day of September 2022

Effingham County Board of Commissioners

ATTEST:

Stephanie Johnson, County Clerk
### Radios

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Item XII. 10.
### Item XII. 10.

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</table>

---

**CAUTION**

Risk of Electrical Shock.

Disconnect all branch circuits prior to servicing. This heater may be connected to more than one branch circuit.

The thermostat is set at approximately 120°F. Water temperatures higher than 120°F can cause severe burns instantly or death from scald. Follow directions in the installation and maintenance manual to change water temperature.

Water, when heated, will form precipitants that will settle at the bottom of this vessel. Precipitants should be cleaned out a minimum of twice a year and more frequently in scaley localities.

Manufacturer recommends use of copper wire of proper sizing for incoming service. Damage resulting from use of aluminum wiring will be excluded from coverage under the warranty of this unit.

Operation of this heater in a humid environment can result in premature failure.
Staff Report

Subject: Approval of Settlement Agreement with Savannah Construction & Preservation LLC and Fair American Insurance and Reinsurance Company (FAIRCO)

Author: Alison Bruton, Purchasing Agent

Department: Fire Department

Meeting Date: September 6, 2022

Item Description: Settlement Agreement with Savannah Construction & Preservation LLC and Fair American Insurance and Reinsurance Company (FAIRCO) for the Hodgeville Fire Station Construction Contract

Summary Recommendation: Staff recommends approval of the Settlement Agreement with Savannah Construction & Preservation LLC and Fair American Insurance and Reinsurance Company (FAIRCO) for a total of $46,018.38

Executive Summary/Background:

- On March 1, 2022, Savannah Construction and Preservation, the general contractor for the fire station building construction, informed the County they intend to default on the project due to the denial of the change order for steel cost increase presented to the Board of Commissioners on February 15, 2022.

- The Settlement Agreement states that Effingham County will withhold the retainage from the work completed in the amount of $22,418.38, and FAIRCO will submit an additional payment of $23,600.00 for a total of $46,018.38.

- This agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Approval of Settlement Agreement with Savannah Construction & Preservation LLC agreeing that Effingham County will withhold the retainage in the amount of $22,418.38, and FAIRCO will submit an additional payment of $23,600.00 for a total of $46,018.38.

2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Attorney, County Manager, Asst. County Manager

Funding Source:

Attachments: Settlement Agreement with Savannah Construction & Preservation LLC
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement"), deemed effective on _______________, 2022, is by and between Effingham County Board of Commissioners ("ECBC" &/or "Obligee"), Savannah Construction & Preservation LLC ("SC&P" &/or "Principal"), Eric Davenport and Brandy Davenport (the "Davenport’s"), Garry Thorne and Carrie Thorne ("the Thorne’s") and Fair American Insurance and Reinsurance Company ("FAIRCO" &/or "Surety"). ECBC, SC&P, the Davenport’s, the Thorne’s and FAIRCO are collectively referred to in this Agreement as the “Parties.”

Recitals:

WHEREAS, ECBC and SC&P entered into a Contract wherein SC&P was to provide labor, services, materials and equipment in connection with a construction project commonly known as ITB 21-55-001AB Building for Fire Station No. 15 Hodgeville Road. ("Project")

WHEREAS, ECBC required Bid Bonds from contractors as part of the bidding process on the Project. At SC&P’s request, FAIRCO issued Bid Bond #BND1008153-00 for the Project on SC&P’s behalf (the “Bid Bond”).

WHEREAS, disputes arose between ECBC and SC&P, including but not necessarily limited to, SC&P’s position that it could not continue to perform the contract at a loss due to material price increases. Change Orders submitted by SC&P to ECBC due to these material price increases were rejected by ECBC.

WHEREAS, at the time SC&P ceased work on the Project, there remains $22,418.38 in retainage owed to SC&P for work in place.

WHEREAS, as a result of negotiations that occurred between the Parties, the Parties have made a business decision to settle their disputes as set forth in this Agreement.

Terms of Agreement:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and each act done pursuant hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed by and between the Parties that:

1. **Effect of Recitals.** The recitals set forth above are true and correct and incorporated by reference into this Agreement.

2. **No Admission of Liability.** The execution of this Agreement is a matter of convenience and neither the payment nor the acceptance of the Settlement Proceeds identified in paragraph 3 shall be considered as an admission of any fact or liability whatsoever.

3. **Settlement Proceeds.** FAIRCO shall pay ECBC Twenty-Three Thousand Six Hundred Dollars ($23,600.00) under its Bid Bond ("Surety Payment"), ECBC shall retain the
Twenty-Two Thousand Four Hundred Eighteen Dollars and Thirty-Eight Cents ($22,418.38) ("Retainage") withheld from progress payments to SC & P for a total of Forty-Six Thousand Eighteen Dollars and Thirty-Eights Cents ($46,018.38) ("Settlement Proceeds") in exchange for the execution of this Agreement, the releases provided herein, and in full and final settlement of any and all claims ECBG has or may have against SC&P, the Davenport’s, the Thorne’s and/or FAIRCO arising out of or in any way relating to the Project, the Contract and/or the Bid Bond.

4. **Releases.**

(a) ECBG and its officers, directors, members, unit owners, shareholders, partners, predecessors, employees, affiliates, attorneys, independent contractors, successors, agents and assigns (collectively the “ECBG Releasing Parties”) hereby release and forever discharge SC&P, the Davenport’s, the Thorne’s and FAIRCO and their respective officers, directors, shareholders, partners, employees, affiliates, attorneys, independent contractors, parent companies, sibling companies, subsidiaries, masters, servants, insurers, reinsurers, successors, agents and assigns (collectively the “SC&P/FAIRCO Released Parties”) of and from any and all rights, claims, demands, damages, latent defects, patent defects, sums of money, or causes of action of whatsoever kind or nature, known or unknown, whether in law, equity or otherwise, that ECBG Releasing Parties ever had, now have, or which they can, shall or may have against the SC&P/FAIRCO Released Parties in any way relating to, or arising out of, or related to: (a) the Bid Bond; (b) the Project; (c) any and all claims for statutory or common law “bad faith” against FAIRCO that relate to the manner in which FAIRCO handled, settled or defended the claim against the Bond; or (d) any and all claims arising under Georgia Statute that may relate to the manner in which FAIRCO handled or responded to claim against the Bond, regardless of when such claims arose or accrued.

(b) FAIRCO, SC&P, the Davenport’s and Thorne’s and their respective officers, directors, shareholders, partners, predecessors, employees, affiliates, attorneys, independent contractors, successors, agents and assigns (collectively the “FAIRCO/SC&P Releasing Parties”) hereby release and forever discharge ECBG and its officers, directors, shareholders, partners, employees, affiliates, attorneys, independent contractors, parent companies, sibling companies, subsidiaries, masters, servants, insurers, reinsurers, successors, agents and assigns (collectively the “ECBG Releasing Parties”) of and from any and all rights, claims, demands, damages, sums of money, or causes of action of whatsoever kind or nature, whether in law, equity or otherwise, that the FAIRCO/SC&P Releasing Parties ever had, now have, or which they can, shall or may have against ECBG Released Parties in any way relating to, or arising out of, or related to: (a) the Bid Bond; or (b) the Project, regardless of when such claims arose or accrued.

5. **Assignment.** The Obligee hereby assigns, sells, and transfers and subrogates to the Surety all of its right, title and interest in and to all its rights and causes of action against Principal for this Project.

6. **Claims Not released.** Nothing in this Agreement shall be deemed to waive, alter, limit, modify or abridge any rights, claims or defenses available to FAIRCO or SC&P, the Davenport’s or the Thorne’s under any separate indemnity agreement(s) by and between them that FAIRCO may have required before agreeing to execute the Bond.
7. **Warranties as to Signature.** This Agreement is signed by authorized representatives of the Parties. By signing this Agreement, each signatory and Party declares and represents and warrants that: (1) he/she has the full authority to bind the entity on whose behalf he/she signs this Agreement; (2) he/she and the entity on whose behalf he/she signs this Agreement fully understand the terms of this Agreement and this Agreement constitutes a legal, valid, and binding obligation of the entity, enforceable in accordance with its terms; (3) he/she and the entity on whose behalf he/she signs this Agreement voluntarily accept the terms of this Agreement for the purpose of compromising, disposing of, and settling the claim pertaining to the Bid Bond or the Project; and (4) no other authorization, approval, consent or court order is required on behalf of such Party.

8. **Subsequent Acts.** Each of the Parties agrees to cooperate fully to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms, conditions, and intent of this Agreement.

9. **Enforceability of Agreement.** The Parties understand and agree that the promises and undertakings set forth herein are the sole consideration for the Agreement, that the conditions stated herein are contractual and not a mere recital, and that all agreements and undertakings on the subject matter hereof are express and embodied herein. Anything herein to the contrary notwithstanding, this Agreement may be fully enforced by any action at law or in equity and nothing herein shall preclude or be construed to preclude any action in law or in equity to enforce the provisions of this Agreement.

10. **Survival.** The representations and warranties set forth herein, and the obligations and covenants of this Agreement, survive the execution of the Agreement.

11. **General Provisions.**

   (a) This Agreement contains contractual obligations and is not mere recitals.

   (b) The remedies of the Parties provided herein shall be cumulative and concurrent, and may be pursued singly, successively or together, at the sole discretion of the aggrieved Party, and may be exercised as often as occasion therefor shall arise.

   (c) No act of omission or commission of a Party hereto, including specifically any failure to exercise any right, remedy or recourse, shall be effective as a waiver thereof unless it is set forth in a written document executed by said Party, and shall then be effective only to the extent specifically recited therein.

   (d) A waiver or release with reference to one event shall not be construed as a bar to or as a waiver or release of, any right, remedy or recourse as to any other or subsequent event.

   (e) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia. In the event of any dispute regarding the interpretation or alleged breach of this Settlement Agreement, the Parties will attempt to negotiate a
resolution. In the event that such negotiations fail, the parties will, before initiating litigation, seek to resolve the dispute through mediation with a mediator acceptable to the Parties.

(f) This Agreement constitutes the complete and final expression of the agreement of the Parties relating to the subject matter contained herein and supersedes all previous contracts, agreements, and understandings of the Parties, whether oral or written.

(g) If any provision or term of this Agreement is deemed to be illegal or unenforceable in any respect, such provision or term shall not affect any other provision or term hereof, and this Agreement shall be construed as if the provision or term had never been contained herein.

(h) The Parties agree to bear their own attorneys' fees and costs incurred in all matters that led to the entry of this Agreement; provided, however, that FAIRCO does not waive its right to recover its attorneys' fees and costs from SC&P and the indemnitors under any indemnity agreement.

(i) The Parties represent and warrant that they have not sold, assigned, granted, conveyed or transferred to any other person, firm, corporation or entity any of the claims, demands or causes of action referred to in this Agreement which they now own or hold, or have owned or held or may own or hold against any one or all of the Parties to this Agreement.

(j) The Parties acknowledge that they are and have been represented by counsel in connection with the negotiation of this Agreement, that the provisions of this Agreement and the legal effect thereof have been fully explained to them, and that they have entered into this Agreement freely and voluntarily and without coercion or undue influence.

(k) This Agreement may be executed by the Parties independently in one or more counterparts, all of which together shall constitute and be deemed to be one valid and effective Agreement. Facsimile or scanned signatures shall be treated as originals for all purposes.

THE SIGNATORIES TO THIS AGREEMENT ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.
EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: _____________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________

SAVANNAH CONSTRUCTION & PRESERVATION LLC

By: _____________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________

Eric Davenport

Brandy Davenport

Garry Thorne

Carrie Thorne
Staff Report

Subject: City of Rincon Annexation - Map# 447 Parcel# 18
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: August 2, 2022

Item Description: Consideration to approve a petition requesting Annexation as submitted by the City of Rincon for a property located along Highway 21 Map# 447 Parcel# 18

Summary Recommendation:
According to an aerial photography provided by Effingham County GIS data, there are other contiguous properties to the parcel noted in 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. This parcel identified as Map# 447 Parcel# 18 consisting of 66.92 acres is located off of Highway 21 South and is owned by JAG of Effingham County, LLX.

1. This property lies within the Rincon water and sewer service area.
2. The parcel is currently zoned AR-1.

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 (depicting city boundary)
3. Aerial Map (depicting service delivery area)
PETITION REQUESTING ANNEXATION

To the Mayor and City Council of Rincon, Georgia.

1. JAG of Effingham County LLC, owner of all of the real property of the territory described herein, consisting of 66.92 acres, respectfully request that the City Council annex this territory to the City of Rincon, Georgia, and extend the city boundaries to include the same.

2. The territory to be annexed is unincorporated and contiguous (as described 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 EXHIBIT “A”

(Which is attached hereto and incorporated herein)

This 24 day of June, 2022.

JAG of Effingham County LLC

[Signature]

L.S.
Managing Member
Board of Commissioners of Effingham County, Georgia
601 North Laurel Street
Springfield, Georgia 31329

Via Certified U.S. Mail # 7008 1140 0000 4290 9410

Re: Annexation of Property owned by:

JAG of Effingham County, LLC., 66.92 acres, (Map # 04470018)

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 July 25, 2022, the City of Rincon, Georgia, received 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.

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.
RETURN TO:
REDDICK & EXLEY
ATTORNEYS AT LAW
PO BOX 385
SPRINGFIELD, GA 31329

RETURN TO:
REDDICK & EXLEY
ATTORNEYS AT LAW
PO BOX 385
SPRINGFIELD, GA 31329

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 30th day of November, 2012, between F. LAMAR ALLEN, BETTY A. SIRES, and THOMAS G. ALLEN of the FIRST PART, and JAG OF EFFINGHAM COUNTY, LLC of the SECOND PART,

WITNESSETH: FIRST PARTIES, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, do hereby bargain, sell, and by these presents remise, release, and forever QUIET CLAIM to the SECOND PARTY, its successors and assigns, all the right, title, interest, claim, options and demands, which the said FIRST PARTIES have or may have in and to the following real estate, to-wit:

All that certain lot or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing seventy (70) acres, more or less, being bounded on the northwest by lands of the Estate of M.B. Rahn; on the east by the right-of-way of the Seaboard Coast Line Railway; on the southwest and on the south by lands of C.M. Rahn; and on the west by Georgia State Highway 21, according to a map made by Paul Weiman, C. S., December 5, 1973, recorded in Book "J", page 308, of the Surveyor's Records of Effingham County, Georgia.

This being the same property conveyed by deed from Mrs. Annie L. Rahn to Juaniita R. Allen, dated December 28, 1973, recorded in said Clerk's office in Deed Book 165, page 227.

TO HAVE AND TO HOLD the said described real estate to the said SECOND PARTY so that neither the FIRST PARTIES nor their heirs, executors, administrators or assigns, nor any person claiming under them shall at any time, by any means, have claim or demand or right or title to the aforesaid real estate or appurtenances, or right thereof.

IN WITNESS WHEREOF, FIRST PARTIES have heretounto set their hands and affixed their seals and delivered these presents, the day and year first above written.

F. LAMAR ALLEN (SEAL)

BETTY A. SIRES (SEAL)

THOMAS G. ALLEN (SEAL)

Signed, sealed and delivered in the presence of:

PAMELA M. JACKSON
Notary Public, Effingham County, Georgia
My Commission Expires March 4, 2018
STATE OF GEORGIA

EFFINGHAM COUNTY

PLAT OF

Seventy acres of land in 9th G. M. District surveyed
and plat drawn for Juainta R. Allen, out of lands of

MRS. B. L. BAHN.


Scale 660 Ft. Pr. Inch.

Paul Weitman, County Surveyor


Certified By Ben W. Fortman, Jr.

Surveyor
**Assessment Appeals Process**

Would you like to submit an appeal to the Board of Assessors?

- [Appeal to Board of Assessors](#)

**Homestead Application**

Please wait to apply for homestead until your name appears under the “Owner” section below.

- [Apply for Homestead Exemption](#)

**Assessment Notice**

- [2023 Assessment Notice (PDF)](#)
- [2022 Assessment Notice (PDF)](#)
- [2021 Assessment Notice (PDF)](#)

**Summary**

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<td>Acres</td>
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<td>Neighborhood</td>
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<td>Homestead Exemption</td>
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<td>Landlot/District</td>
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View Map

**Owner**

JAG OF EFFINGHAM COUNTY LLC
5539 HWY 119 N
Clayo, GA 31303

**Rural Land**

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**Accessory Information**

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**Sales**

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**Valuation**

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Staff Report

Subject: Application for Safe Streets for All grant
Author: Eric Larson, Asst. County Manager
Department: Engineering
Meeting Date: September 6, 2022
Item Description: Authorize staff to prepare a greenway action plan grant proposal to the Safe Streets for All program and commit to 20% match with in-kind support and funding.

Summary Recommendation:
The County desires to prepare an Action Plan for a Greenway trail program to create a network of non-motorized trails and pathways connecting community center and points of recreational interest. While completing the County Transportation Master Plan, safety concerns were brought up during community input meetings due to the volume of traffic along highways throughout the County. The majority of roads are mostly 2 lane roads with little or no shoulder access. The increasing traffic makes use of the existing roadway system unsafe for pedestrians or bicycles. The Greenways Action Plan will look at completing a network of nature trails and multi-use paths to connect the cities, County parks, and other recreational areas to provide a safe passageway for citizens of the County. The Action Plan will provide a map to complete the trail system giving an alternate method of transportation for both commuters and recreational purposes.

Executive Summary/Background:
- Infrastructure Investment and Jobs Act (November 15, 2021); also referred to as the “Bipartisan Infrastructure Law” or “BIL” authorized and appropriated $1 billion to be awarded by the Department of Transportation for FY 2022 for the SS4A grant program.
- Communities can receive grant money to create a masterplan, or Action Plan
- A minimum of $200,000 to a maximum of $1,000,000 can be requested. A 20% match of funds or in-kind labor and services is required. Applications are due September 15, 2022.

Alternatives for Commission to Consider
1 - Approve the submittal of a Safe Streets for All grant application and commit to the require 20% match.
2 – Take no action; request more information

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2

Department Review: Engineering, Purchasing, Finance
Funding Source: SPLOST 2022

Attachments: None.
Staff Report

Subject: Anthem Blue Cross & Blue Shield provider agreement for Effingham EMS
Author: Mark W. Barnes, Finance Director
Department: Finance
Meeting Date: 9/6/22
Item Description: Consideration to approve a provider agreement with Anthem Blue Cross & Blue Shield for Effingham EMS

Summary Recommendation:
Staff recommends approval of the provider agreement with Anthem BCBS.

Executive Summary/Background:
Currently, Effingham EMS does not have a provider agreement in place with Anthem Blue Cross & Blue Shield. Anthem BCBS now requires the County to have an agreement in place with them so that Effingham EMS services are considered ‘in-network’. Currently, certain insurance plans have EMS services categorized as ‘out-of-network’. With no agreement in place, whenever one of these affected Anthem BCBS-insured patient is billed for ambulance services, Anthem BCBS is remitting payment directly to the patient, rather than to Effingham EMS.

This agreement will ensure that Effingham EMS receives payment for services billed under the affected Anthem BCBS insurance plans.

Alternatives for Commission to Consider:
1. Approve the proposed provider agreement with Anthem BCBS.
2. Do not approve the proposed provider agreement.
3. Provide Staff with direction.

Recommended Alternative:
Staff recommends alternative number 1 – approve the proposed provider agreement with Anthem BCBS.

Other Alternatives:
none

Department Review: (list departments)
EMS, Finance
Funding Source:
n/a

Attachments:
Anthem Blue Cross & Blue Shield provider agreement
ANTHEM BLUE CROSS AND BLUE SHIELD PROVIDER AGREEMENT

WITH

Effingham County Board of Commissioners dba Effingham County EMS
ANTHEM BLUE CROSS AND BLUE SHIELD
PROVIDER AGREEMENT

This Provider Agreement (hereinafter "Agreement") is made and entered into by and between Anthem Insurance Companies, Inc. and Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. d/b/a Anthem Blue Cross and Blue Shield (hereinafter referred to collectively as "Anthem") and Effingham County Board of Commissioners dba Effingham County EMS (hereinafter "Provider"), effective as of the date set forth immediately above Anthem’s signature (the "Effective Date"). In consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

ARTICLE I
DEFINITIONS

"Affiliate" means any entity that is: (i) owned or controlled, either directly or through a parent or subsidiary entity, by Anthem, or is under common control with Anthem, and (ii) that is identified as an Affiliate on Anthem's designated web site as referenced in the provider manual(s). Unless otherwise set forth in this Agreement, an Affiliate may access the rates, terms and conditions of this Agreement.

"Agency" means a federal, state or local agency, administration, board or other governing body with jurisdiction over the governance or administration of a Health Benefit Plan.

"Anthem Rate" means the lesser of one hundred percent (100%) of Eligible Charges for Covered Services, or the total reimbursement amount that Provider and Anthem have agreed upon as set forth in the Plan Compensation Schedule ("PCS"). The Anthem Rate includes applicable Cost Shares, and shall represent payment in full to Provider for Covered Services.

"Audit" means a post-payment review of the Claim(s) and supporting clinical information reviewed by Anthem to ensure payment accuracy. The review ensures Claim(s) comply with all pertinent aspects of submission and payment including, but not limited to, contractual terms, Regulatory Requirements, Coded Service Identifiers (as defined in the PCS) guidelines and instructions, Anthem medical policies and clinical utilization management guidelines, reimbursement policies, and generally accepted medical practices. Audit does not include medical record review for quality and risk adjustment initiatives, or activities conducted by Anthem's Special Investigation Unit ("SIU").

"Claim" means either the uniform bill claim form or electronic claim form in the format prescribed by Plan submitted by a provider for payment by a Plan for Health Services rendered to a Member.

"CMS" means the Centers for Medicare & Medicaid Services, an administrative agency within the United States Department of Health & Human Services ("HHS").

"Cost Share" means, with respect to Covered Services, an amount which a Member is required to pay under the terms of the applicable Health Benefit Plan. Such payment may be referred to as an allowance, coinsurance, copayment, deductible, penalty or other Member payment responsibility, and may be a fixed amount or a percentage of applicable payment for Covered Services rendered to the Member.

"Covered Services" means Medically Necessary Health Services, as determined by Plan and described in the applicable Health Benefit Plan, for which a Member is eligible for coverage.

"Government Contract" means the contract between Anthem and an applicable party, such as an Agency, which govern the delivery of Health Services by Anthem to Member(s) pursuant to a Government Program.

"Government Program" means any federal or state funded program under the Social Security Act, and any other federal, state, county or other municipally funded program or product in which Anthem maintains a contract to furnish services. For purposes of this Agreement, Government Program does not include the Federal Employees Health Benefits Program ("FEHBP"), or any state or local government employer program.

"Health Benefit Plan" means the document(s) that set forth Covered Services, rules, exclusions, terms and conditions of coverage. Such document(s) may include but are not limited to a Member handbook, a health certificate of coverage, or evidence of coverage.
"Health Service" means those services, supplies or items that a health care provider is licensed, equipped and staffed to provide and which he/she/it customarily provides to or arranges for individuals.

"Medically Necessary" or "Medical Necessity" means the definition as set forth in the applicable Participation Attachment(s).

"Member" means any individual who is eligible, as determined by Plan, to receive Covered Services under a Health Benefit Plan. For all purposes related to this Agreement, including all schedules, attachments, exhibits, provider manual(s), notices and communications related to this Agreement, the term "Member" may be used interchangeably with the terms Insured, Covered Person, Covered Individual, Enrollee, Subscriber, Dependent Spouse/Domestic Partner, Child, Beneficiary or Contract Holder, and the meaning of each is synonymous with any such other.

"Network" means a group of providers that support, through a direct or indirect contractual relationship, one or more product(s) and/or program(s) in which Members are enrolled.

"Other Payors" means persons or entities, pursuant to an agreement with Anthem or an Affiliate, that access the rates, terms or conditions of this Agreement with respect to certain Network(s), excluding Government Programs unless otherwise set forth in any Participation Attachment(s) for Government Programs. Other Payors include, without limitation, other Blue Cross and/or Blue Shield Plans that are not Affiliates, and employers or insurers providing Health Benefit Plans pursuant to partially or wholly insured, self-administered or self-insured programs.

"Participating Provider" means a person or entity, or an employee or subcontractor of such person or entity, that is party to an agreement to provide Covered Services to Members that has met all applicable Plan credentialing requirements, standards of participation and accreditation requirements for the services the Participating Provider provides, and that is designated by Plan to participate in one or more Network(s).

"Participation Attachment(s)" means the document(s) attached hereto and incorporated herein by reference, and which identifies the additional duties and/or obligations related to Network(s), Government Program(s), Health Benefit Plan(s), and/or Plan programs such as quality and/or incentive programs.

"Plan" means Anthem, an Affiliate, and/or an Other Payor. For purposes of this Agreement, when the term "Plan" applies to an entity other than Anthem, "Plan" shall be construed to only mean such entity (i.e., the financially responsible Affiliate or Other Payor under the Member's Health Benefit Plan).

"Plan Compensation Schedule" ("PCS") means the document(s) attached hereto and incorporated herein by reference, and which sets forth the Anthem Rate(s) and compensation related terms for the Network(s) in which Provider participates. The PCS may include additional Provider obligations and specific Anthem compensation related terms and requirements.

"Regulatory Requirements" means any requirements, as amended from time to time, imposed by applicable federal, state or local laws, rules, regulations, guidelines, instructions, Government Contract, or otherwise imposed by an Agency or government regulator in connection with the procurement, development or operation of a Health Benefit Plan, or the performance required by either party under this Agreement. The omission from this Agreement of an express reference to a Regulatory Requirement applicable to either party in connection with their duties and responsibilities shall in no way limit such party's obligation to comply with such Regulatory Requirement.

ARTICLE II
SERVICES/OBLIGATIONS

2.1 Member Identification. Anthem shall ensure that Plan provides a means of identifying Member either by issuing a paper, plastic, electronic, or other identification document to Member or by a telephonic, paper or electronic communication to Provider. This identification need not include all information necessary to determine Member's eligibility at the time a Health Service is rendered, but shall include information necessary to contact Plan to determine Member's participation in the applicable Health Benefit Plan. Provider acknowledges and agrees that possession of such identification document or ability to access eligibility information telephonically or electronically, in and of itself, does not qualify the holder thereof as a Member, nor does the lack thereof mean that the person is not a Member.
2.2 **Provider Non-discrimination.** Provider will not differentiate, or discriminate against any Member as a result of his/her enrollment in a Health Benefit Plan, or because of race, color, creed, national origin, ancestry, religion, sex, marital status, age, disability, payment source, state of health, need for Health Services, status as a litigant, status as a Medicare or Medicaid beneficiary, sexual orientation, gender identity, or any other basis prohibited by law. Provider shall not be required to provide any type, or kind of Health Service to Members that he/she/it does not customarily provide to others. Additional requirements may be set forth in the applicable Participation Attachment(s).

2.3 **Publication and Use of Provider Information.** Provider agrees that Anthem, Plans or their designees may use, publish, disclose, and display, for commercially reasonable general business purposes, either directly or through a third party, information related to Provider, including but not limited to demographic information, information regarding credentialing, affiliations, performance data, Anthem Rates, and information related to Provider for transparency initiatives.

2.4 **Use of Symbols and Marks.** Neither party to this Agreement shall publish, copy, reproduce, or use in any way the other party's symbols, service mark(s) or trademark(s) without the prior written consent of such other party. Notwithstanding the foregoing, the parties agree that they may identify Provider as a participant in the Network(s) in which he/she/it participates.

2.5 **Submission and Adjudication of Claims.** Provider shall submit, and Plan shall adjudicate, Claims in accordance with the applicable Participation Attachment(s), the PCS, the provider manual(s) and Regulatory Requirements. If Provider submits Claims prior to receiving notice of Anthem's approval pursuant to section 2.13, then such Claims shall be processed as out of network and Plan may not make retroactive adjustments with respect to such Claims.

2.6 **Payment in Full and Hold Harmless.**

2.6.1 Provider agrees to accept as payment in full, in all circumstances, the applicable Anthem Rate whether such payment is in the form of a Cost Share, a payment by Plan, or a payment by another source, such as through coordination of benefits or subrogation. Provider shall bill, collect, and accept compensation for Cost Shares. Provider agrees to make reasonable efforts to verify Cost Shares prior to billing for such Cost Shares. In no event shall Plan be obligated to pay Provider or any person acting on behalf of Provider for services that are not Covered Services, or any amounts in excess of the Anthem Rate less Cost Shares or payment by another source, as set forth above. Consistent with the foregoing, Provider agrees to accept the Anthem Rate as payment in full if the Member has not yet satisfied his/her deductible.

2.6.2 Except as expressly permitted under Regulatory Requirements, Provider agrees that in no event, including but not limited to, nonpayment by applicable Plan, insolvency of applicable Plan, breach of this Agreement, or Claim payment denials or adjustment requests or recoupments based on miscoding or other billing errors of any type, whether or not fraudulent or abusive, shall Provider, or any person acting on behalf of Provider, bill, charge, collect a deposit from, seek compensation from, or have any other recourse against a Member, or a person legally acting on the Member’s behalf, for Covered Services provided pursuant to this Agreement. In the event of nonpayment and/or insolvency of a Plan that is not underwritten by Anthem or an Affiliate, Provider further agrees that it shall not seek compensation from or have any other recourse against Anthem or an Affiliate. Notwithstanding the foregoing, Provider may collect reimbursement from the Member for the following:

2.6.2.1 Cost Shares, if applicable;

2.6.2.2 Health Services that are not Covered Services. However, Provider may seek payment for a Health Service that is not Medically Necessary or is experimental/investigational only if Provider obtains a written waiver that meets the following criteria:

a) The waiver notifies the Member that the Health Service is likely to be deemed not Medically Necessary, or experimental/investigational;

b) The waiver notifies the Member of the Health Service being provided and the date(s) of service;
ember's failure to comply with
ons of Provider's participation as a Participating Provider in such additional Networks,
es and warrants that Provider does not give, provide,
Provider agre
Provider repr
yments due and payable by
ignated on
ition to those Networks designated on
bcontractors with the terms and conditions of this

2.11 Networks and Provider Panels. Provider shall be eligible to participate only in those Networks designated on the Provider Networks Attachment of this Agreement. Provider shall not be recognized as a Participating Provider in such Networks until the later of: 1) the Effective Date of this Agreement or; 2) as determined by Plan in its sole discretion, the date Provider has met Plan's applicable credentialing requirements, standards of participation and accreditation requirements. Provider acknowledges that Plan may develop, discontinue, or modify new or existing Networks, products and/or programs. In addition to those Networks designated on the Provider Networks Attachment, Anthem may also identify Provider as a Participating Provider in additional Networks, products and/or programs designated in writing from time to time by Anthem. The terms and conditions of Provider's participation as a Participating Provider in such additional Networks,
products and/or programs shall be on the terms and conditions as set forth in this Agreement unless otherwise agreed to in writing by Provider and Anthem.

In addition to and separate from Networks that support some or all of Plan's products and/or programs (e.g., HMO, PPO and Indemnity products), Provider further acknowledges that certain Health Services, including by way of example only, laboratory or behavioral health services, may be provided exclusively by designated Participating Providers (a "Health Services Designated Network"), as determined by Plan. Provider agrees to refer Members to such designated Participating Providers in a Health Services Designated Network for the provision of certain Health Services, even if Provider performs such services. Notwithstanding any other provision in this Agreement, if Provider provides a Health Service to a Member for which Provider is not a designated Participating Provider in a Health Services Designated Network, then Provider agrees that he/she/it shall not be reimbursed for such services by Anthem, Plan or the Member, unless Provider was authorized to provide such Health Service by Plan.

2.12 Change in Provider Information. Provider shall immediately send written notice, in accordance with the Notice section of this Agreement, to Anthem of:

2.12.1 Any legal, governmental, or other action or investigation involving Provider which could affect Provider's credentialing status with Plan, or materially impair the ability of Provider to carry out his/her/its duties and obligations under this Agreement, except for temporary emergency diversion situations; or

2.12.2 Any change in Provider accreditation, affiliation, hospital privileges (if applicable), insurance, licensure, certification or eligibility status, or other relevant information regarding Provider's practice or status in the medical community.

2.13 Provider Credentialing, Standards of Participation and Accreditation. Provider warrants that he/she/it meets all applicable Plan credentialing requirements, standards of participation, and accreditation requirements for the Networks in which Provider participates. A description of the applicable credentialing requirements, standards of participation, and accreditation requirements, are set forth in the provider manual(s) and/or in the PCS. Provider acknowledges that until such time as Provider has been determined to have fully met Plan's credentialing requirements, standards of participation, and accreditation requirements, as applicable, Provider shall not be entitled to the benefits of participation under this Agreement, including without limitation the Anthem Rates set forth in the PCS attached hereto.

2.14 Adjustment Requests. If Provider believes a Claim has been improperly adjudicated for a Covered Service for which Provider timely submitted a Claim to Plan, Provider must submit a request for an adjustment to Plan in accordance with the provider manual(s).

2.15 Provision and Supervision of Services. In no way shall Anthem or Plan be construed to be providers of Health Services or responsible for, exercise control, or have direction over the provision of such Health Services. Provider shall be solely responsible to the Member for treatment, medical care, and advice with respect to the provision of Health Services. Provider agrees that all Health Services provided to Members under this Agreement shall be provided by Provider or by a qualified person under Provider's direction. Provider warrants that any nurses or other health professionals employed by or providing services for Provider shall be duly licensed or certified under applicable law. In addition, nothing herein shall be construed as authorizing or permitting Provider to abandon any Member.

2.16 Coordination of Benefits/Subrogation. Subject to Regulatory Requirements, Provider agrees to cooperate with Plan regarding subrogation and coordination of benefits, as set forth in Policies and the provider manual(s), and to notify Plan promptly after receipt of information regarding any Member who may have a Claim involving subrogation or coordination of benefits.

2.17 Cost Effective Care. Provider shall provide Covered Services in the most cost effective, clinically appropriate setting and manner. In addition, in accordance with the provider manual(s) and Policies, Provider shall utilize Participating Providers, and when Medically Necessary or appropriate, refer and transfer Members to Participating Providers for all Covered Services, including but not limited to specialty, laboratory, ancillary and supplemental services.

ARTICLE III
CONFIDENTIALITY/RECORDS
3.1 **Proprietary and Confidential Information.** Except as otherwise provided herein, all information and material provided by either party in contemplation of or in connection with this Agreement remains proprietary and confidential to the disclosing party. This Agreement, including but not limited to the Anthem Rates, is Anthem's proprietary and confidential information. Neither party shall disclose any information proprietary or confidential to the other, or use such information or material except: (1) as otherwise set forth in this Agreement; (2) as may be required to perform obligations hereunder; (3) as required to deliver Health Services or administer a Health Benefit Plan; (4) to Plan or its designees; (5) upon the express written consent of the parties; or (6) as required by Regulatory Requirements. Notwithstanding the foregoing, either party may disclose such information to its legal advisors, lenders and business advisors, provided that such legal advisors, lenders and business advisors agree to maintain confidentiality of such information. Provider and Anthem shall each have a system in place that meets all applicable Regulatory Requirements to protect all records and all other documents relating to this Agreement which are deemed confidential by law. Any disclosure or transfer of proprietary or confidential information by Provider or Anthem will be in accordance with applicable Regulatory Requirements. Provider shall immediately notify Anthem if Provider is required to disclose any proprietary or confidential information at the request of an Agency or pursuant to any federal or state freedom of information act request.

3.2 **Confidentiality of Member Information.** Both parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and as both may be amended, as well as any other applicable Regulatory Requirements regarding confidentiality, use, disclosure, security and access of the Member's personally identifiable information ("PII") and protected health information ("PHI"), (collectively "Member Information"). Provider shall review all Member Information received from Anthem to ensure no misrouted Member Information is included. Misrouted Member Information includes but is not limited to, information about a Member that Provider is not currently treating. Provider shall immediately destroy any misrouted Member Information or safeguard the Member Information for as long as it is retained. In no event shall Provider be permitted to misuse or re-disclose misrouted Member Information. If Provider cannot destroy or safeguard misrouted Member Information, Provider must contact Anthem to report receipt of misrouted Member Information.

3.3 **Network Provider/Patient Discussions.** Notwithstanding any other provision in this Agreement and regardless of any benefit or coverage exclusions or limitations associated with a Health Benefit Plan, Provider shall not be prohibited from discussing fully with a Member any issues related to the Member's health including recommended treatments, treatment alternatives, treatment risks and the consequences of any benefit coverage or payment decisions made by Plan or any other party. In addition, nothing in this Agreement shall be construed to create any financial incentive for Provider to withhold Covered Services, or prohibit Provider from disclosing to the Member the general methodology by which Provider is compensated under this Agreement, such as for example, whether Provider is paid on a fee for service, capitation or Percentage Rate basis. Plan shall not refuse to allow or to continue the participation of any otherwise eligible provider, or refuse to compensate Provider in connection with services rendered, solely because Provider has in good faith communicated with one or more of his/her/its current, former or prospective patients regarding the provisions, terms or requirements of a Health Benefit Plan or the specific terms of the compensation arrangement under this Agreement.

3.4 **Plan Access to and Requests for Provider Records.** Provider and its designees shall comply with all applicable state and federal record keeping and retention requirements, and, as set forth in the provider manual(s) and/or Participation Attachment(s), shall permit Plan or its designees to have, with appropriate working space and without charge, on-site access to and the right to perform an Audit, examine, copy, excerpt and transcribe any books, documents, papers, and records related to Member's medical and billing information within the possession of Provider and inspect Provider's operations, which involve transactions relating to Members and as may be reasonably required by Plan in carrying out its responsibilities and programs including, but not limited to, assessing quality of care, complying with quality initiatives/measures, Medical Necessity, concurrent review, appropriateness of care, accuracy of Claims coding and payment, risk adjustment assessment as described in the provider manual(s), including but not limited to completion of the Encounter Facilitation Form (also called the "SOAP" note), compliance with this Agreement, and for research. In lieu of on-site access, at Plan's request, Provider or its designees shall submit records to Plan, or its designees via photocopy or electronic transmittal, within thirty (30) days, at no charge to Plan from either Provider or its designee. Provider shall make such records available to the state and federal authorities involved in assessing quality of care or investigating Member grievances or complaints in compliance with Regulatory Requirements. Provider acknowledges that failure to submit records to Plan in accordance with this provision and/or the provider manual(s), and/or Participation Attachment(s) may result.
in a denial of a Claim under review, whether on pre-payment or post-payment review, or a payment retraction on a paid Claim, and Provider is prohibited from balance billing the Member in any of the foregoing circumstances.

3.5 Transfer of Medical Records. Following a request, Provider shall transfer a Member's medical records in a timely manner, or within such other time period required under applicable Regulatory Requirements, to other health care providers treating a Member at no cost to Anthem, Plan, the Member, or other treating health care providers.

3.6 Clinical Data Sharing. Anthem and Provider desire to collaborate by sharing data, including Member information, to enhance certain health care operations activities, primarily to help improve quality and efficiency of health care. Each party's access to better clinical and administrative data is critical to the mutual goal of Anthem and Provider improving health care quality as it relates to their respective Members and patients. Therefore and upon request, Provider agrees to provide data to Anthem for treatment purposes, for payment purposes, for health care operations purposes consistent with those enumerated in the first two paragraphs of the health care operations definition in HIPAA (45 CFR 164.501), or for purposes of health care fraud and abuse detection or compliance. Provider shall provide data as set forth in Policies or the provider manual(s), as applicable.

ARTICLE IV
INSURANCE

4.1 Anthem Insurance. Anthem shall self-insure or maintain insurance as required under applicable Regulatory Requirements to insure Anthem and its employees, acting within the scope of their duties.

4.2 Provider Insurance. Provider shall self-insure or maintain insurance in types and amounts reasonably determined by Provider, or as required under applicable Regulatory Requirements.

ARTICLE V
RELATIONSHIP OF THE PARTIES

5.1 Relationship of the Parties. For purposes of this Agreement, Anthem and Provider are and will act at all times as independent contractors. Nothing in this Agreement shall be construed, or be deemed to create, a relationship of employer or employee or principal and agent, partnership, joint venture, or any relationship other than that of independent entities contracting with each other for the purposes of effectuating this Agreement.

5.2 Provider Representations and Warranties. Provider represents and warrants that it is the duly authorized agent of, and has the corporate power and authority to, execute and deliver this Agreement on its own behalf, and as agent for any other individuals or entities that are owned, employed or contracted with or by Provider to provide services under this Agreement. Accordingly, if Provider is a partnership, corporation, or any other entity, other than an individual, all references herein to "Provider" may also mean and refer to each individual within such entity who Provider certifies is contracted or employed by Provider, and who has applied for and been accepted by Plan as a Participating Provider. Provider further certifies that individuals or entities that are owned, employed or contracted with Provider agree to comply with the terms and conditions of this Agreement.

ARTICLE VI
INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 Indemnification. Anthem and Provider shall each indemnify, defend and hold harmless the other party, and his/her/its directors, officers, employees, agents, Affiliates and subsidiaries ("Representatives"), from and against any and all losses, claims, damages, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and costs) arising from third party claims resulting from the indemnifying party's or his/her/its Representative's failure to perform the indemnifying party's obligations under this Agreement, and/or the indemnifying party's or his/her/its Representative's violation of any law, statute, ordinance, order, standard of care, rule or regulation. The obligation to provide indemnification under this Agreement shall be contingent upon the party seeking indemnification providing the indemnifying party with prompt written notice of any claim for which indemnification is sought, allowing the indemnifying party to control the defense and settlement of such claim, provided however that the indemnifying party agrees not to enter into any settlement or compromise of any claim or action in a manner that admits fault or imposes any restrictions or obligations on an indemnified party without that indemnified party's prior written consent which will not be
unreasonably withheld, and cooperating fully with the indemnifying party in connection with such defense and settlement.

6.2 **Limitation of Liability.** Regardless of whether there is a total and fundamental breach of this Agreement or whether any remedy provided in this Agreement fails of its essential purpose, in no event shall either of the parties hereto be liable for any amounts representing loss of revenues, loss of profits, loss of business, the multiple portion of any multiplied damage award, or incidental, indirect, consequential, special or punitive damages, whether arising in contract, tort (including negligence), or otherwise regardless of whether the parties have been advised of the possibility of such damages, arising in any way out of or relating to this Agreement. Further, in no event shall Plan be liable to Provider for any extracontractual damages relating to any claim or cause of action assigned to Provider by any person or entity.

**ARTICLE VII**

**DISPUTE RESOLUTION AND ARBITRATION**

7.1 **Dispute Resolution.** All disputes between Anthem and Provider arising out of or related in any manner to this Agreement shall be resolved using the dispute resolution and arbitration procedures as set forth below. Provider shall exhaust any other applicable provider appeal/provider dispute resolution procedures under this Agreement and any applicable exhaustion requirements imposed by Regulatory Requirements as a condition precedent to Provider's right to pursue the dispute resolution and arbitration procedures as set forth below.

7.1.1 In order to invoke the dispute resolution procedures in this Agreement, a party first shall send to the other party a written demand letter that contains a detailed description of the dispute and all relevant underlying facts, a detailed description of the amount(s) in dispute and how they have been calculated and any other information that the Anthem provider manual(s) may require Provider to submit with respect to such dispute. If the total amount in dispute as set forth in the demand letter is less than two hundred thousand dollars ($200,000), exclusive of interest, costs, and attorneys' fees, then within twenty (20) days following the date on which the receiving party receives the demand letter, representatives of each party's choosing shall meet to discuss the dispute in person or telephonically in an effort to resolve the dispute. If the total amount in dispute as set forth in the demand letter is two hundred thousand dollars ($200,000) or more, exclusive of interest, costs, and attorneys' fees, then within ninety (90) days following the date of the demand letter, the parties shall engage in non-binding mediation in an effort to resolve the dispute unless both parties agree in writing to waive the mediation requirement. The parties shall mutually agree upon a mediator, and failing to do so, Judicial Arbitration and Mediation Services (“JAMS”) shall be authorized to appoint a mediator.

7.2 **Arbitration.** Any dispute within the scope of subsection 7.1.1 that remains unresolved at the conclusion of the applicable process outlined in subsection 7.1.1 shall be resolved by binding arbitration in the manner as set forth below. Except to the extent as set forth below, the arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures, provided, however, that the parties may agree in writing to further modify the JAMS Comprehensive Arbitration Rules and Procedures. The parties agree to be bound by the findings of the arbitrator(s) with respect to such dispute, subject to the right of the parties to appeal such findings as set forth herein. No arbitration demand shall be filed until after the parties have completed the dispute resolution efforts described in section 7.1 above. If the dispute resolution efforts described in section 7.1 cannot be completed within the deadlines specified for such efforts despite the parties’ good faith efforts to meet such deadlines, such deadlines may be extended as necessary upon mutual agreement of the parties. Enforcement of this arbitration clause, including the waiver of class actions, shall be determined under the Federal Arbitration Act (“FAA”), including the FAA's preemptive effect on state law. The parties agree that the arbitration shall be conducted on a confidential basis pursuant to Rule 26 of the JAMS Comprehensive Arbitration Rules and Procedures. Subject to any disclosures that may be required or requested under Regulatory Requirements, the parties further agree that they shall maintain the confidential nature of the arbitration, including without limitation, the existence of the arbitration, information exchanged during the arbitration, and the award of the arbitrator(s). Nothing in this provision, however, shall preclude either party from disclosing any such details regarding the arbitration to its accountants, auditors, brokers, insurers, reinsurers or retrocessionaires.

7.2.1 **Location of Arbitration.** The arbitration hearing shall be held in the city and state in which the Anthem office identified in the address block on the signature page of this Agreement is located, except that if there is no address block on the signature page, then the arbitration hearing shall be held in the city and state in which the Anthem entity that is a party to this Agreement has its
principal place of business. Notwithstanding the foregoing, both parties can agree in writing to hold the arbitration hearing in some other location.

7.2.2 **Selection and Replacement of Arbitrator(s).** If the total amount in dispute is less than four million dollars ($4,000,000), exclusive of interest, costs, and attorneys’ fees, the dispute shall be decided by a single arbitrator selected, and replaced when required, in the manner described in the JAMS Comprehensive Arbitration Rules and Procedures. If the total amount in dispute is four million dollars ($4,000,000) or more, exclusive of interest, costs, and attorneys' fees, the dispute shall be decided by an arbitration panel consisting of three (3) arbitrators, unless the parties agree in writing that the dispute shall be decided by a single arbitrator.

7.2.3 **Appeal.** If the total amount of the arbitration award is five million dollars ($5,000,000) or more, inclusive of interest, costs, and attorneys' fees, or if the arbitrator(s) issues an injunction against a party, the parties shall have the right to appeal the decision of the arbitrator(s) pursuant to the JAMS Optional Arbitration Appeal Procedure. A decision that has been appealed shall not be enforceable while the appeal is pending. In reviewing a decision of the arbitrator(s), the appeal panel shall apply the same standard of review that a United States Court of Appeals would apply in reviewing a similar decision issued by a United States District Court in the jurisdiction in which the arbitration hearing was held.

7.2.4 **Waiver of Certain Claims.** The parties, on behalf of themselves and those that they may now or hereafter represent, each agree to and do hereby waive any right to join or consolidate claims in arbitration by or against other individuals or entities to pursue, on a class basis, any dispute; provided however, if there is a dispute regarding the applicability or enforcement of the waiver provision in this subsection 7.2.4, that dispute shall be decided by a court of competent jurisdiction. If a court of competent jurisdiction determines that such waiver is unenforceable for any reason with respect to a particular dispute, then the parties agree that section 7.2 shall not apply to such dispute and that such dispute shall be decided instead in a court of competent jurisdiction.

7.2.5 **Limitations on Injunctive Relief.** The parties, on behalf of themselves and those that they may now or hereafter represent, each agree that any injunctive relief sought against the other party shall be limited to the conduct relevant to the parties to the arbitration and shall not be sought for the benefit of individuals or entities who are not parties to the arbitration. The arbitrator(s) are not authorized to issue injunctive relief for the benefit of an individual or entity who is not a party to the arbitration. The arbitrator shall be limited to issuing injunctive relief related to the specific issues in the arbitration.

7.3 **Attorney’s Fees and Costs.** The shared fees and costs of the non-binding mediation and arbitration (e.g. fee of the mediator, fee of the independent arbitrator) will be shared equally between the parties. Each party shall be responsible for the payment of its own specific fees and costs (e.g. the party's own attorney's fees, the fees of the party selected arbitrator, etc.) and any costs associated with conducting the non-binding mediation or arbitration that the party chooses to incur (e.g. expert witness fees, depositions, etc.). Notwithstanding this provision, the arbitrator may issue an order in accordance with Federal Rule of Civil Procedure Rule 11.

7.4 **Period of Limitations.** Unless otherwise provided for in this Agreement, or a Participation Attachment(s), neither party shall commence any action at law or equity, including but not limited to, an arbitration demand, against the other to recover on any legal or equitable claim arising out of this Agreement ("Action") more than two (2) years after the events which gave rise to such Action; provided, however, this two (2) year limitation shall not apply to Actions by Anthem against Provider related to fraud, waste or abuse which shall be subject to the period of limitations set forth in applicable Regulatory Requirements. In the situation where Provider believes that Anthem underpaid a Claim, the Action arises on the date when Anthem first denies the Claim or first pays the Claim in an amount less than expected by Provider. In the situation where Anthem believes that it overpaid a Claim, the Action arises when Provider first contests in writing Anthem’s notice to it that the overpayment was made. The deadline for initiating an Action shall not be tolled by the appeal process, provider dispute resolution process or any other administrative process. To the extent an Action is timely commenced, it will be administered in accordance with Article VII of this Agreement.

**ARTICLE VIII**

**TERM AND TERMINATION**
8.1 **Term of Agreement.** This Agreement shall commence at 12:01 AM on the Effective Date for a term of one (1) year, and shall continue automatically in effect thereafter for consecutive one (1) year terms unless otherwise terminated as provided herein.

8.2 **Termination Without Cause.** Either party may terminate this Agreement without cause at any time by giving at least one hundred eighty (180) days prior written notice of termination to the other party. Notwithstanding the foregoing, should a Participation Attachment(s) contain a longer without cause termination period, the Agreement shall continue in effect only for such applicable Participation Attachment(s) until the termination without cause notice period in the applicable Participation Attachment(s) ends.

8.3 **Breach of Agreement.** Except for circumstances giving rise to the Immediate Termination section, if either party fails to comply with or perform when due any material term or condition of this Agreement, the other party shall notify the breaching party of its breach in writing stating the specific nature of the material breach, and the breaching party shall have thirty (30) days to cure the breach. If the breach is not cured to the reasonable satisfaction of the non-breaching party within said thirty (30) day period, the non-breaching party may terminate this Agreement by providing written notice of such termination to the other party. The effective date of such termination shall be no sooner than sixty (60) days after such notice of termination.

8.4 **Immediate Termination.**

8.4.1 This Agreement or any Participation Attachment(s) may be terminated immediately by Anthem if:

- 8.4.1.1 Provider commits any act or conduct for which his/her/its license(s), permit(s), or any governmental or board authorization(s) or approval(s) necessary for business operations or to provide Health Services are lost or voluntarily surrendered in whole or in part; or

- 8.4.1.2 Provider commits fraud or makes any material misstatements or omissions on any documents related to this Agreement which Provider submits to Anthem or to a third party; or

- 8.4.1.3 Provider files a petition in bankruptcy for liquidation or reorganization by or against Provider, if Provider becomes insolvent, or makes an assignment for the benefit of its creditors without Anthem's written consent, or if a receiver is appointed for Provider or its property; or

- 8.4.1.4 Provider's insurance coverage as required by this Agreement lapses for any reason; or

- 8.4.1.5 Provider fails to maintain compliance with Plan's applicable credentialing requirements, accreditation requirements or standards of participation; or

- 8.4.1.6 Anthem reasonably believes based on Provider's conduct or inaction, or allegations of such conduct or inaction, that the well-being of patients may be jeopardized; or

- 8.4.1.7 Provider has been abusive to a Member, an Anthem employee or representative; or

- 8.4.1.8 Provider and/or his/her/its employees, contractors, subcontractors, or agents are ineligible, excluded, suspended, terminated or debarred from participating in a Government Program, and in the case of an employee, contractor, subcontractor or agent, Provider fails to remove such individual from responsibility for, or involvement with, the Provider's business operations related to this Agreement, or if Provider has voluntarily withdrawn his/her/its participation in any Government Program as the result of a settlement agreement; or

- 8.4.1.9 Provider is convicted or has been finally adjudicated to have committed a felony or misdemeanor, other than a non-DUI related traffic violation.

8.4.2 This Agreement may be terminated immediately by Provider if:

- 8.4.2.1 Anthem commits any act or conduct for which its license(s), permit(s), or any governmental or board authorization(s) or approval(s) necessary for business operations are lost or voluntarily surrendered in whole or in part; or
8.4.2.2 Anthem commits fraud or makes any material misstatements or omissions on any documents related to this Agreement which it submits to Provider or to a third party; or

8.4.2.3 Anthem files for bankruptcy, or if a receiver is appointed.

8.5 Termination of Individual Providers. If applicable, Anthem reserves the right to terminate individual providers from any or all Network(s) under the terms of this Article VIII while continuing the Agreement for one or more providers in a group.

8.6 Transactions Prior to Termination. Except as otherwise set forth in this Agreement, termination shall have no effect on the rights and obligations of the parties arising out of any transaction under this Agreement occurring prior to the date of such termination.

8.7 Continuation of Care Upon Termination. If this Agreement or any Participation Attachment terminates for any reasons other than one of the grounds set forth in the "Immediate Termination" section, then Provider shall, at Anthem's discretion, continue to provide Covered Services to all designated Members under this Agreement or any terminating Participation Attachment, as applicable, in accordance with Regulatory Requirements. During such continuation period, Provider agrees to: (i) accept reimbursement from Anthem for all Covered Services furnished hereunder in accordance with this Agreement and at the rates set forth in the PCS attached hereto; and (ii) adhere to Anthem's Policies, including but not limited to, Policies regarding quality assurance requirements, referrals, pre-authorization and treatment planning.

8.8 Survival. The provisions of this Agreement set forth below shall survive termination or expiration of this Agreement or any Participation Attachment(s):

8.8.1 Publication and Use of Provider Information;

8.8.2 Payment in Full and Hold Harmless;

8.8.3 Recoupment/Offset/Adjustment for Overpayments;

8.8.4 Confidentiality/Records;

8.8.5 Indemnification and Limitation of Liability;

8.8.6 Dispute Resolution and Arbitration;

8.8.7 Continuation of Care Upon Termination; and

8.8.8 Any other provisions required in order to comply with Regulatory Requirements.

ARTICLE IX
GENERAL PROVISIONS

9.1 Amendment. Except as otherwise provided for in this Agreement, Anthem retains the right to amend this Agreement, the Anthem Rate, any attachments or addenda by making a good faith effort to provide notice to Provider at least thirty (30) days in advance of the effective date of the amendment. Except to the extent that Anthem determines an amendment is necessary to effectuate Regulatory Requirements, if Provider objects to the amendment, prior to its effective date, then Provider has the right to terminate this Agreement, and such termination shall take effect on the later of the amendment effective date identified by Anthem or one hundred eighty (180) days from the date Provider has provided notice of his/her/its intention to terminate the Agreement pursuant to this section. Failure of Provider to provide such notice to Anthem within the time frames described herein will constitute acceptance of the amendment by Provider.

9.2 Assignment. This Agreement may not be assigned by Provider without the prior written consent of Anthem. Any assignment by Provider without such prior consent shall be voidable at the sole discretion of Anthem. Anthem may assign this Agreement in whole or in part. In the event of a partial assignment of this Agreement by Anthem, the obligations of the Provider shall be performed for Anthem with respect to the part retained and shall be performed for Anthem's assignee with respect to the part assigned, and such assignee is solely responsible to perform all obligations of Anthem with respect to the part assigned. The rights and
obligations of the parties hereunder shall inure to the benefit of, and shall be binding upon, any permitted successors and assigns of the parties hereto.

9.3 Scope/Change in Status.

9.3.1 Anthem and Provider agree that this Agreement applies to Health Services rendered by Provider at the locations as set forth on the Provider Networks Attachment, incorporated herein by reference. Anthem may, in its discretion limit this Agreement to Provider's locations, operations, business or corporate form, status or structure in existence on the Effective Date of this Agreement and prior to the occurrence of any of the events set forth in subsections 9.3.1.1 – 9.3.1.5. Unless otherwise required by Regulatory Requirements, Provider shall provide at least ninety (90) days prior written notice of any such event.

9.3.1.1 Provider (a) sells, transfers or conveys his/her/its business or any substantial portion of his/her/its business assets to another entity through any manner including but not limited to a stock, real estate or asset transaction or other type of transfer; (b) is otherwise acquired or controlled by any other entity through any manner, including but not limited to purchase, merger, consolidation, alliance, joint venture, partnership, association, or expansion; or

9.3.1.2 Provider transfers control of his/her/its management or operations to any third party, including Provider entering into a management contract with a physician practice management company or with another entity which does not manage Provider as of the Effective Date of this Agreement, or there is a subsequent change in control of Provider's current management company; or

9.3.1.3 Provider acquires or controls any other medical practice, facility, service, beds or entity; or

9.3.1.4 Provider changes his/her/its locations, business or operations, corporate form or status, tax identification number, or similar demographic information; or

9.3.1.5 Provider creates or otherwise operates a licensed health maintenance organization or commercial health plan (whether such creation or operation is direct or through a Provider affiliate).

9.3.2 Notwithstanding the termination provisions of Article VIII, and without limiting any of Anthem's rights as set forth elsewhere in this Agreement, Anthem shall have the right to terminate this Agreement by giving at least sixty (60) days written notice to Provider if Anthem determines, that as a result of any of the transactions listed in subsection 9.3.1, Provider cannot satisfactorily perform the obligations hereunder, or cannot comply with one or more of the terms and conditions of this Agreement, including but not limited to the confidentiality provisions herein; or Anthem elects in its reasonable business discretion not to do business with Provider, the successor entity or new management company, as a result of one or more of the events as set forth in subsection 9.3.1.

9.3.3 Provider shall provide Anthem with thirty (30) days prior written notice of:

9.3.3.1 Addition or removal of individual provider(s) who are employed or subcontracted with Provider, if applicable. Any new individual providers must meet Plan's credentialing requirements or other applicable standards of participation prior to being designated as a Participating Provider; or

9.3.3.2 A change in mailing address.

9.3.4 If Provider is acquired by, acquires or merges with another entity, and such entity already has an agreement with Anthem, Anthem will determine in its sole discretion which Agreement will prevail.

9.4 Definitions. Unless otherwise specifically noted, the definitions as set forth in Article I of this Agreement will have the same meaning when used in any attachment, the provider manual(s) and Policies.

9.5 Entire Agreement. This Agreement, exhibits, attachments, appendices, and amendments hereto, together with any items incorporated herein by reference, constitute the entire understanding between the parties and
supersedes, replaces and terminates all prior oral or written agreements between them, and between individual Participating Providers (contracted or employed by Provider) and Plan, including any agreements arising out of or relating to any other Network(s), products, or matters of participation. If there is an inconsistency between any of the provisions of this Agreement and the provider manual(s), then, this Agreement shall govern. In addition, if there is an inconsistency between the terms of this Agreement and the terms provided in any attachment to this Agreement, then the terms provided in that attachment shall govern.

9.6 Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of his/her/its obligations hereunder due to natural or man-made disasters, including fire, flood, earthquake, terrorism, or any similar unforeseeable act beyond its reasonable control, acts of any public enemy, statutory or other laws, regulations, rules, orders, or actions of the federal, state, or local government or any agency thereof.

9.7 Compliance with Regulatory Requirements. Anthem and Provider agree to comply with all applicable Regulatory Requirements, as amended from time to time, relating to the provision of Health Services to Members. Provider warrants that as of the Effective Date, he/she/it is and shall remain licensed and certified for the term of this Agreement in accordance with all Regulatory Requirements (including those applicable to utilization review and Claims payment) relating to the provision of Health Services to Members. Provider shall supply evidence of such licensure, compliance and certifications to Anthem upon request. If there is a conflict between this section and any other provision in this Agreement, then this section shall control.

9.7.1 In addition to the foregoing, Provider warrants and represents that at the time of entering into this Agreement, neither he/she/it nor any of his/her/its employees, contractors, subcontractors, principals or agents are ineligible, excluded, suspended, terminated or debarred from participating in a Government Program ("Ineligible Person"). Provider shall remain continuously responsible for ensuring that his/her/its employees, contractors, subcontractors, principals or agents are not Ineligible Persons. If Provider or any employees, subcontractors, principals or agents thereof becomes an Ineligible Person after entering into this Agreement or otherwise fails to disclose his/her/its Ineligible Person status, Provider shall have an obligation to (1) immediately notify Anthem of such Ineligible Person status and (2) within ten (10) days of such notice, remove such individual from responsibility for, or involvement with, Provider’s business operations related to this Agreement.

9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where Anthem has its primary place of business, unless such state laws are otherwise preempted by federal law. However, coverage issues specific to a Health Benefit Plan are governed by the state laws where the Health Benefit Plan is issued, unless such state laws are otherwise preempted by federal law.

9.9 Intent of the Parties. It is the intent of the parties that this Agreement is to be effective only in regards to their rights and obligations with respect to each other; it is expressly not the intent of the parties to create any independent rights in any third party or to make any third party a third party beneficiary of this Agreement, except to the extent specified in the Payment in Full and Hold Harmless section of this Agreement, or in a Participation Attachment(s).

9.10 Non-Exclusive Participation. None of the provisions of this Agreement shall prevent Provider or Plan from participating in or contracting with any provider, preferred provider organization, health maintenance organization/health insurance corporation, or any other health delivery or insurance program. Provider acknowledges that Plan does not warrant or guarantee that Provider will be utilized by any particular number of Members.

9.11 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be delivered by hand, facsimile, electronic mail, or mail. Notice shall be deemed to be effective: (a) when delivered by hand, (b) upon transmittal when transmitted by facsimile transmission or by electronic mail, (c) upon receipt by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by national overnight courier, or (e) if sent by regular mail, five (5) days from the date set forth on the correspondence. Unless specified otherwise in writing by a party, Anthem shall send Provider notice to an address that Anthem has on file for Provider, and Provider shall send Anthem notice to Anthem’s address as set forth on the signature page. Notwithstanding the foregoing, and unless otherwise required
by Regulatory Requirements, Anthem may post updates to its provider manual(s) and Policies on its web site.

9.12 **Severability.** In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the remaining provisions shall be construed liberally in order to effectuate the purposes hereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If one or more provisions of the Agreement are invalid, illegal or unenforceable and an amendment to the Agreement is necessary to maintain its integrity, the parties shall make commercially reasonable efforts to negotiate an amendment to this Agreement and any attachments or addenda to this Agreement which could reasonably be construed not to contravene such statute, regulation, or interpretation. In addition, if such invalid, unenforceable or materially affected provision(s) may be severed from this Agreement and/or attachments or addenda to this Agreement without materially affecting the parties' intent when this Agreement was executed, then such provision(s) shall be severed rather than terminating the Agreement or any attachments or addenda to this Agreement.

9.13 **Waiver.** Neither the waiver by either of the parties of a breach of any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasion, to enforce any of the provisions of this Agreement, shall thereafter be construed as a waiver of any subsequent breach of any of the provisions of this Agreement.

9.14 **Construction.** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

9.15 **Counterparts and Electronic Signatures.**

9.15.1 This Agreement and any amendment hereto may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9.15.2 Either party may execute this Agreement or any amendments by valid electronic signature, and such signature shall have the same legal effect of a signed original.

**ARTICLE X**

**BCBSA REQUIREMENTS**

10.1 **Blue Cross Blue Shield Association (BCBSA).** Provider hereby expressly acknowledges his/her/its understanding that this Agreement constitutes a contract between Provider and Anthem, that Anthem is an independent corporation operating under a license from the Blue Cross and Blue Shield Association ("BCBSA"), an association of independent Blue Cross and/or Blue Shield Plans, permitting Anthem to use the Blue Cross and/or Blue Shield service marks in the state (or portion of the state) where Anthem is located, and that Anthem is not contracting as the agent of the BCBSA. Provider further acknowledges and agrees that he/she/it has not entered into this Agreement based upon representations by any person other than Anthem, and that no person, entity or organization other than Anthem shall be held accountable or liable to Provider for any of Anthem's obligations to Provider created under this Agreement. Provider has no license to use the Blue Cross and/or Blue Shield names, symbols, or derivative marks (the "Brands") and nothing in the Agreement shall be deemed to grant a license to Provider to use the Brands. Any references to the Brands made by Provider in his/her/its own materials are subject to review and approval by Anthem. This section shall not create any additional obligations whatsoever on the part of Plan other than those obligations created under other provisions of this Agreement.

10.2 **Blue Cross Blue Shield Out of Area Program.** Provider agrees to provide Covered Services to any person who is covered under another BCBSA out of area or reciprocal program, and to submit Claims for payment in accordance with current BCBSA Claims filing guidelines. Provider agrees to accept payment by Plan at the Anthem Rate for the equivalent Network as payment in full except Provider may bill, collect and accept compensation for Cost Shares. The provisions of this Agreement shall apply to Eligible Charges as defined in the PCS for Covered Services under the out of area or reciprocal programs. Provider further agrees to comply with other similar programs of the BCBSA. For Members who are enrolled under BCBSA out of area or reciprocal programs, Provider shall comply with the applicable Plan's utilization management policies.
Each party warrants that it has full power and authority to enter into this Agreement and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

Provider shall be designated as a Participating Provider in the Networks set forth on the Provider Network Attachment on the later of: (1) the Effective Date of this Agreement or; (2) as determined by Plan in its sole discretion, the date Provider has met applicable credentialing requirements, standards of participation and accreditation requirements.

**PROVIDER LEGAL NAME:** Effingham County Board of Commissioners dba Effingham County EMS

By:  
Signature, Authorized Representative of Provider(s)       Date
Printed:                                                                                   
Name                                                                                      Title
Address:                                                                                   
Street City State Zip
Tax Identification Number (TIN): 586000821

(Note: if any of the following is not applicable, please leave blank)

Medicare Number:  
Phone Number:  

Anthem Insurance Companies, Inc. and Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. d/b/a Anthem Blue Cross and Blue Shield

**ANTHEM INTERNAL USE ONLY**

**THE EFFECTIVE DATE OF THIS AGREEMENT IS:**

By:  
Signature, Authorized Representative of Anthem       Date
Printed:  
Name                                                                                      Title
Address  
Street City State Zip
PROVIDER NETWORKS ATTACHMENT

Provider shall be designated as a Participating Provider in the Networks set forth below on the later of: (1) the Effective Date of this Agreement or; (2) the date Provider has met applicable credentialing requirements, standards of participation and accreditation requirements:

- Blue Open Access HMO/POS
- BlueChoice HMO/POS
- BlueChoice PPO
- Blue Connection
- Pathway HMO
- Pathway Guided Access HMO
- Pathway Enhanced HMO/POS
- Medicare Advantage HMO
- Medicare Advantage PPO

PROVIDER LOCATIONS

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<td>Commissioners dba Effingham County EMS</td>
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COMMERICAL BUSINESS
PARTICIPATION ATTACHMENT TO THE
ANTHEM BLUE CROSS AND BLUE SHIELD
PROVIDER AGREEMENT

This is a Commercial Business Participation Attachment ("Attachment") to the Anthem Blue Cross and Blue Shield Provider Agreement ("Agreement"), entered into by and between Anthem and Provider and is incorporated into the Agreement.

ARTICLE I
DEFINITIONS

The following definitions shall apply to this Attachment. Terms not otherwise defined in this Attachment shall carry the meaning set forth in the Agreement.

"Commercial Business" means certain Health Benefit Plans, including individual and employer groups, partially or wholly insured or administered by Plan, under which Members have access to a network of providers and receive an enhanced level of benefits when they obtain Covered Services from Participating Providers. Commercial Business does not include Government Programs as defined in the Agreement, but does include the FEHBP as well as state and local government employer programs.

"Commercial Business Covered Services" means, for purposes of this Attachment, only those Covered Services provided under Plan's Commercial Business products.

"Commercial Business Member" means, for purposes of this Attachment, a Member who is covered under one of Plan's Commercial Business products.

"Complete Claim" means, unless applicable law otherwise requires, an accurate Claim submitted pursuant to this Agreement, for which all information necessary to process such Claim and make a benefit determination is included.

"Medically Necessary" or "Medical Necessity" means the definition set forth in the Health Benefit Plan, unless a different definition is required by Regulatory Requirements.

ARTICLE II
SERVICES/OBLIGATIONS

2.1 Participation-Networks Supporting Commercial Business. As a participant in one or more Networks supporting Plan's Commercial Business as set forth on the Provider Networks Attachment of the Agreement, Provider will render Commercial Business Covered Services to Commercial Business Members in accordance with the terms and conditions of the Agreement and this Attachment. Except as set forth in this Attachment, or the PCS, all terms and conditions of the Agreement will apply to Provider's participation in Networks supporting Plan's Commercial Business. The terms and conditions set forth in this Attachment are limited to the provision of and payment for Health Services provided to Commercial Business Members.

2.1.1 This provision intentionally left blank.

2.1.2 Provider agrees to participate in Anthem's exchange network(s) set forth on the Provider Networks Attachment, which may support both products or programs offered by Anthem through state-based, regional or federal health insurance exchanges ("Exchanges") established by the Patient Protection and Affordable Care Act and products or programs offered by Anthem outside of Exchanges. Provider acknowledges and understands that products or programs offered through or outside of the Exchanges may differ, and that such products or programs are subject to Regulatory Requirements. Provider agrees to abide by all Regulatory Requirements of the Exchanges as they exist and as they may be amended or changed from time to time. Should Anthem change the name of the exchange network(s) set forth on the Provider Networks Attachment, it shall notify Provider.

2.2 This provision intentionally left blank.

2.3 Submission and Adjudication of Commercial Business Claims. Unless otherwise instructed, or required by Regulatory Requirements, Provider shall submit Claims to Plan, using appropriate and current Coded Service Identifier(s), within ninety (90) days from the date the Health Services are rendered or Plan will...
refuse payment. If Plan is the secondary payor, the ninety (90) day period will not begin until Provider receives notification of primary payor's responsibility.

2.3.1 Provider agrees to provide to Anthem, unless otherwise instructed, at no cost to Anthem, Plan or the Commercial Business Member, all information necessary for Plan to determine its payment liability. Such information includes, without limitation, accurate and Complete Claims for Commercial Business Covered Services. Once Anthem determines Plan has any payment liability, all Complete Claims will be paid in accordance with the terms and conditions of a Commercial Business Member's Health Benefit Plan, the PCS, and the provider manual(s).

2.3.2 Provider agrees to submit Claims and applicable attachments to the Claims in an electronic format consistent with industry standards and as set forth in the provider manual(s), unless otherwise mandated by applicable Regulatory Requirements.

2.3.3 If Anthem or Plan asks for additional information so that Plan may process the Claim, Provider must provide that information within sixty (60) days, or before the expiration of the ninety (90) day period referenced in section 2.3 above, whichever is longer.

2.3.4 In no event, shall Provider bill, collect, or attempt to collect payment from the Commercial Business Member for Claims Plan receives after the applicable period(s) as set forth in section 2.3 above, regardless of whether Plan pays such Claims.

2.3.5 In all events, however, Provider shall only look for payment (except for applicable Cost Shares or other obligations of Commercial Business Members) from the Plan that provides the Health Benefit Plan for the Commercial Business Member for Commercial Business Covered Services rendered.

2.4 Plan Payment Time Frames. Anthem shall require Plans or their designees to use commercially reasonable efforts to adjudicate or arrange for adjudication for all Complete Claims for Commercial Business Covered Services submitted by Provider, in accordance with and to the extent applicable under O.C.G.A. 33-24-59.5, exclusive of Claims that have been suspended due to the need to determine Medical Necessity, or the extent of Plan's payment liability, if any, because of issues such as coordination or non-duplication of benefits, subrogation, verification of coverage or eligibility for coverage. What constitutes a Complete Claim is specified elsewhere in the Agreement.

2.5 Out of Network Referrals and Transfers. In addition to the Cost Effective Care provision in the Agreement, Provider may refer or transfer a Commercial Business Member to a non-Participating Provider after obtaining a written acknowledgement (e.g. written waiver form) from the Commercial Business Member, prior to the provision of the service, indicating that: (1) the Commercial Business Member was advised that no coverage, or only out-of-network coverage would be available from Plan; and (2) the Commercial Business Member agreed to be financially responsible for additional costs related to such service.

2.6 Pass-Through Charges. Provider agrees not to pass through to Plan or the Commercial Business Member any charges which Provider incurs as a result of providing supplies or making referrals to another provider or entity. Examples include, but are not limited to, pass-through charges associated with laboratory services, pathology services, radiology services and durable medical equipment. If Anthem has a direct contract with the subcontractor, the direct contract shall prevail over the Agreement.

2.7 Plan and Commercial Business Member Access. Only Plans administering Commercial Business and Commercial Business Members may access the terms and conditions of this Attachment and the Commercial Business rates set forth in the PCS.

2.8 Commercial Business Member Grievances. Provider and Anthem shall cooperate in all grievance proceedings of Commercial Business Members as established by Anthem and approved by the Georgia Department of Insurance.

2.9 Maintenance and Access to Commercial Business Members Records. Provider shall maintain and Anthem shall have access to records for a period of at least six (6) years after the last encounter regarding Commercial Business Members except that the period shall be at least six (6) years after a minor reaches the age of majority for Commercial Business Members who are minors at the time of the last encounter, in accordance with prudent record-keeping procedures and shall comply with all applicable Regulatory Requirements regarding record keeping and such other record keeping requirements as may be set forth elsewhere in the Agreement. Records may be retained as originals, on microfilm, or in other useable format.
ARTICLE III
TERMINATION

3.1 Termination-Commercial Business Attachment and/or Network(s). At any time either party may terminate, without cause, Provider's participation in one or more Commercial Network(s) designated on the Provider Networks Attachment, or this Attachment by giving at least one hundred eighty (180) days prior written notice of termination to the other party. Following any termination as described herein, the remainder of the Agreement shall remain in full force and effect, if applicable.

3.2 Continuation of Care Upon Termination - Commercial Business Members. If the Agreement is terminated, Provider shall continue to provide Commercial Business Covered Services under the terms of the Agreement to Commercial Business Members who are hospital inpatients or receiving care in a freestanding ambulatory facility. If Provider is treating or providing care to a Commercial Business Member for a chronic or terminal illness, the Commercial Business Member shall have the right to continue to receive Health Services from Provider for a period up to ninety (90) days from the date of termination. If Provider is treating a Commercial Business Member in connection with a pregnancy, Provider shall, at the discretion of the Commercial Business Member, continue to treat the Commercial Business Member throughout the remainder of that pregnancy including six (6) week post delivery care. In such circumstances, Anthem will compensate Provider for such Commercial Business Covered Services, in accordance with the terms of this Agreement.

The Commercial Business Member shall not have the right to the continuation provision in this section if Provider is terminated as a result of the suspension or revocation of its license pursuant to section 8.4 of the Agreement, or if Anthem determines that provider poses a threat to the health, safety, or welfare of the Commercial Business Member.

3.3 Survival. The provisions of this Attachment set forth below shall survive termination or expiration of the Agreement:

3.3.1 Any provisions required in order to comply with Regulatory Requirements; and

3.3.2 Maintenance and Access to Commercial Business Members Records; and

3.3.3 Continuation of Care Upon Termination - Commercial Business Members.

3.4 Effect of Termination. Following termination of this Attachment, the remainder of the Agreement shall continue in full force and effect, if applicable. In addition, upon termination of this Attachment but subject to the Continuation of Care provision(s) and applicable Regulatory Requirements, any references to services, reimbursement, or participation in Networks related to Commercial Business are hereby terminated in full and shall have no further force and effect.

ARTICLE IV
GENERAL PROVISIONS

4.1 This provision intentionally left blank.

4.2 Inconsistencies. In the event of an inconsistency between terms of this Attachment and the terms and conditions as set forth in the Agreement, the terms and conditions of this Attachment shall govern. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.
MEDICARE ADVANTAGE
PARTICIPATION ATTACHMENT TO THE
ANTHEM BLUE CROSS AND BLUE SHIELD
PROVIDER AGREEMENT

This is a Medicare Advantage Participation Attachment ("Attachment") to the Anthem Blue Cross and Blue Shield Provider Agreement ("Agreement"), entered into by and between Anthem and Provider and is incorporated into the Agreement.

ARTICLE I
DEFINITIONS

The following definitions shall apply to this Attachment. Terms not otherwise defined in this Attachment shall carry the meaning set forth in the Agreement.

"Clean Claim" means a Claim that has no defect or impropriety, including a lack of required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payment from being made on the Claim. A Claim is clean even though Plan refers it to a medical specialist within Plan for examination. If additional documentation (e.g., a medical record) involves a source outside Plan, then the Claim is not considered clean.

"CMS" is defined as set forth in Article I of the Agreement.

"Downstream Entity(ies)" means any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage benefit, below the level of the arrangement between Anthem and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

"Emergency Condition" is defined as set forth in the PCS.

"Emergency Services" is defined as set forth in Article I of the Agreement.

"First Tier Entity(ies)" means any party that enters into a written agreement, acceptable to CMS, with Anthem to provide administrative services or health care services for a Medicare eligible Member under the Medicare Advantage Program.

"Medically Necessary" or "Medical Necessity" means care for which CMS determines is reasonable and necessary under Medicare for services, supplies, or drugs that are needed for the prevention, diagnosis, or treatment of MA Member's medical condition and meet accepted standards of medical practice.

"Medicare" means the Health Insurance for the Aged Act, Title XVIII of the Social Security Act, as then constituted or later amended.

"Medicare Advantage Covered Services ("MA Covered Services")" means, for purposes of this Attachment, only those Covered Services provided under Plan's Medicare Advantage Program.

"Medicare Advantage Member ("MA Member")" means, for purposes of this Attachment, a Member who is covered under a Medicare agreement between CMS and Plan under Part C of Title XVIII of the Social Security Act ("Medicare Advantage Program") and for Plan's DSNP Medicare Program, the beneficiary is also entitled to Medicaid under Title XIX of the Social Security Act, see 42 USC §1396 et seq. .

"Medicare Advantage Network" means Network of Providers that provides MA Covered Services to MA Members.

"Related Entity(ies)" means any entity that is related to Anthem by common ownership or control and (1) performs some of Anthem's management functions under contract or delegation; (2) furnishes services to MA Member under an oral or written agreement; or (3) leases real property or sells materials to Anthem at a cost of more than twenty-five hundred dollars ($2,500) during a contract period.

"Urgently Needed Care" means MA Covered Services provided when a MA Member is either: (1) temporarily absent from Plan's Medicare Advantage service area and such MA Covered Services are Medically Necessary and immediately required: (a) as a result of an unforeseen illness, injury, or condition;
and (b) it was not reasonable, given the circumstances, to obtain the services through Plan's Medicare Advantage Network; or (2) under unusual and extraordinary circumstances, the MA Member is in the service area but Plan's Network is temporarily unavailable or inaccessible and such MA Covered Services are Medically Necessary and immediately required: (a) as a result of an unforeseen illness, injury, or condition; and (b) it was not reasonable, given the circumstances, to obtain the services through Plan's Medicare Advantage Network.

ARTICLE II
SERVICES/OBLIGATIONS

2.1 Participation-Medicare Advantage. As a participant in Plan's Medicare Advantage Network, Provider will render MA Covered Services to MA Members enrolled in Plan's Medicare Advantage Program in accordance with the terms and conditions of the Agreement and this Attachment. Except as set forth in this Attachment, or in the PCS, all terms and conditions of the Agreement will apply to Provider's participation in Plan's Medicare Advantage Program(s). The terms and conditions set forth in this Attachment are limited to the provision of and payment for Health Services provided to MA Members. This Agreement does not apply to any of Plan's Medicare Advantage Private Fee for Service or Medical Savings Account Programs. If Plan contracts with a third party to manage all or any portion of its Medicare Advantage Network, then Provider shall be required to contract separately with such third party to maintain its status as a Participating Provider for such Network(s).

2.1.1 New Programs. Provider acknowledges that Plan has or may develop Medicare Advantage Networks that support certain products, programs or plans with specific participation criteria that may include but are not limited to, quality and/or cost of care metrics. Pursuant to this Agreement, Provider shall be a Participating Provider in any such Network unless Anthem notifies Provider in writing to the contrary. Plan shall notify Provider sixty (60) days in advance of any specific Network participation criteria. Any notice of non-inclusion in any of Plan's Medicare Advantage Network(s) shall be provided in writing sixty (60) days in advance.

2.2 Participation-Out of Area Programs. Pursuant to the Blue Cross and Blue Shield Out of Area Program section of the Agreement, Provider hereby acknowledges and agrees that Provider shall provide MA Covered Services to any person who is covered under another Blue Cross and Blue Shield Plan under the Blue Cross and Blue Shield Association Out of Area Program, a network sharing program developed to support Medicare Advantage Programs.

2.3 Accountability/Oversight. Plan delegates to Provider its responsibility under its Medicare Advantage contract with CMS to provide the services as set forth in this Attachment to MA Members. Plan may revoke this delegation, including, if applicable, the delegated responsibility to meet CMS reporting requirements, and thereby terminate this Attachment if CMS or Plan determine that Provider has not performed satisfactorily. Such revocation shall be consistent with the termination provisions of the Agreement and this Attachment. Performance of Provider shall be monitored by Plan on an ongoing basis as provided for in this Attachment. Provider further acknowledges that Plan shall oversee and is accountable to CMS for the functions and responsibilities described in the Medicare Advantage Regulatory Requirements and ultimately responsible to CMS for the performance of all services. Further, Provider acknowledges that Plan may only delegate such functions and responsibilities in a manner consistent with the standards as set forth in 42 CFR § 422.504(i)(4).

2.4 Accountability/Credentialing. Both parties acknowledge that accountability shall be in a manner consistent with the requirements as set forth in 42 CFR § 422.504(i)(4). Therefore the following are acceptable for purposes of meeting these requirements:

2.4.1 The credentials of medical professionals affiliated with Plan or Provider will be either reviewed by Plan, if applicable; or

2.4.2 The credentialing process will be reviewed and approved by Plan and Plan must audit Provider's credentialing process and/or delegate's credentialing process on an ongoing basis.

2.5 Medicare Provider. Provider must have a provider and/or supplier agreement, whichever is applicable, with CMS that permits Provider to provide services under original Medicare.

ARTICLE III
ACCESS: RECORDS/FACILITIES
3.1 **Inspection of Books/Records.** Provider acknowledges that Plan, Health and Human Services Department ("HHS"), the Comptroller General, or their designees have the right to timely access to inspect, evaluate and audit any books, contracts, medical records, patient care documentation, and other records of Provider, or his/her/its First Tier, Downstream and Related Entities, including but not limited to subcontractors or transferees involving transactions related to Plan's Medicare Advantage contract through ten (10) years from the final date of the contract period or from the date of the completion of any audit, or for such longer period provided for in 42 CFR § 422.504(e)(4) or other Regulatory Requirements, whichever is later. For the purposes specified in this section, Provider agrees to make available Provider’s premises, physical facilities and equipment, records relating to Plan’s MA Member, including access to Provider’s computer and electronic systems and any additional relevant information that CMS may require. Provider acknowledges that failure to allow HHS, the Comptroller General or their designees the right to timely access under this section can subject Provider to a fifteen thousand dollar ($15,000) penalty for each day of failure to comply.

3.2 **Confidentiality.** In addition to the confidentiality requirements under the Agreement, each party agrees to abide by all Regulatory Requirements applicable to that party regarding confidentiality and disclosure for mental health records, medical records, other health information, and MA Member information. Provider agrees to maintain records and other information with respect to MA Member in an accurate and timely manner; to ensure timely access by MA Member to the records and information that pertain to him/her; and to safeguard the privacy of any information that identifies a particular MA Member. Information from, or copies of, records may be released only to authorized individual. Provider must ensure that unauthorized individuals cannot gain access to or alter patient records. Original medical records must be released only in accordance with Regulatory Requirements, court orders or subpoenas. Both parties acknowledge that Plan, HHS, the Comptroller General or its designee have the right, pursuant to section 3.1 above, to audit and/or inspect Provider’s premises to monitor and ensure compliance with the CMS requirements for maintaining the privacy and security of protected health information ("PHI") and other personally identifiable information ("PII") of MA Member.

**ARTICLE IV**

**ACCESS: BENEFITS AND COVERAGE**

4.1 **Non-Discrimination.** Provider shall not deny, limit, or condition the furnishing of Health Services to MA Member of Plan on the basis of any factor that is related to health status, including, but not limited to medical condition; claims experience; receipt of health care; medical history; genetic information; evidence of insurability, including conditions arising out of acts of domestic violence; or disability.

4.2 **Direct Access.** Provider acknowledges that MA Member may obtain covered mammography screening services and influenza vaccinations from a participating provider without a referral and that MA Member who are women may obtain women’s routine and preventive Health Services from a participating women’s health specialist without a referral.

4.3 **No Cost Sharing.** Provider acknowledges that covered influenza vaccines and pneumococcal vaccines are not subject to MA Member Cost Share obligations.

4.4 **Timely Access to Care.** Provider agrees to provide MA Covered Services consistent with Plan’s: (1) standards for timely access to care and member services; (2) policies and procedures that allow for MA Member Medical Necessity determinations; and (3) policies and procedures for Provider’s consideration of MA Member input in the establishment of treatment plans.

4.5 **Accessibility to Care.** A Provider who is a primary care provider, or a gynecologist or obstetrician, shall provide Health Services or make arrangements for the provision of Health Services to MA Member on a twenty-four (24) hour per day, seven (7) day a week basis to assure availability, adequacy and continuity of care to MA Member. If Provider is not one of the foregoing described providers, then Provider shall provide Health Services to MA Member on a twenty-four (24) hour per day, seven (7) day a week basis or at such times as Health Services are typically provided by similar providers to assure availability, adequacy, and continuity of care to MA Member. If Provider is unable to provide Health Services as described in the previous sentence, Provider will arrange for another Participating Provider to cover Provider’s patients in Provider’s absence.

**ARTICLE V**

**BENEFICIARY PROTECTIONS**
5.1 Cultural Competency. Provider shall ensure that MA Covered Services rendered to MA Members, both clinical and non-clinical, are accessible to all MA Members, including those with limited English proficiency or reading skills, with diverse cultural and ethnic backgrounds, the homeless, and MA Members with physical and mental disabilities. Provider must provide information regarding treatment options in a culturally competent manner, including the option of no treatment. Provider must ensure that MA Members with disabilities have effective communications with participants throughout the health system in making decisions regarding treatment options.

5.2 Health Assessment. Provider acknowledges that Plan has procedures approved by CMS to conduct a health assessment of all new MA Members within ninety (90) days of the effective date of their enrollment. Provider agrees to cooperate with Plan as necessary in performing this initial health assessment.

5.3 Identifying Complex and Serious Medical Condition. Provider acknowledges that Plan has procedures to identify MA Members with complex or serious medical conditions for chronic care improvement initiatives; and to assess those conditions, including medical procedures to diagnose and monitor them on an ongoing basis; and establish and implement a treatment plan appropriate to those conditions, with an adequate number of direct access visits to specialists to accommodate the treatment plan. To the extent applicable, Provider agrees to assist in the development and implementation of the treatment plans and/or chronic care improvement initiatives.

5.4 Advance Directives. Provider shall establish and maintain written policies and procedures to implement MA Members’ rights to make decisions concerning their health care, including the provision of written information to all adult MA Members regarding their rights under Regulatory Requirements to make decisions regarding their right to accept or refuse medical treatment and the right to execute an advance medical directive. Provider further agrees to document or oversee the documentation in the MA Members’ medical records whether or not the MA Member has an advance directive, that Provider will follow state and federal requirements for advance directives and that Provider will provide for education of his/her/its staff and the community on advance directives.

5.5 Standards of Care. Provider agrees to provide MA Covered Services in a manner consistent with professionally recognized standards of health care.

5.6 Hold Harmless. In addition to the hold harmless provision in the Agreement, Provider agrees that in no event, including but not limited to non-payment by Plan, insolvency of Plan or breach of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a MA Member or persons other than Plan acting on their behalf for MA Covered Services provided pursuant to this Attachment. This section does not prohibit the collection of supplemental charges or Cost Shares on Plan's behalf made in accordance with the terms of the MA Member's Health Benefit Plan or amounts due for services that have been correctly identified in advance as a non-MA Covered Service, subject to medical coverage criteria, with appropriate disclosure to the MA Member of their financial obligation. This advance notice must be provided in accordance with the CMS regulations for Medicare Advantage organizations. CMS regulations require that a coverage determination be made with a standard denial notice (Notice of Denial of Medical Coverage (or Payment)/CMS-10003) for a non-Covered Service when such Health Service is typically not covered, but could be covered under specific conditions. If prior to rendering the non-Covered Service, Provider obtains, or instructs the MA Member to obtain, a coverage determination of a non-Covered Service(s), the MA Member can be held financially responsible for non-Covered Services. However, if a service or item is never covered by the Plan, such as a statutory exclusion, and the MA Member's Evidence of Coverage (“EOC”) clearly specifies that the service or item is never covered, the Provider does not have to seek a coverage determination from Anthem in order to hold the MA Member responsible for the full cost of the service or item. Additional information, related requirements and the process to request a coverage determination can be found in the Provider Guidebook. Both Parties agree that failure to follow the CMS regulations can result in Provider's financial liability.

5.6.1 Dual Eligibles. Provider further agrees that for MA Members who are dual eligible beneficiaries for Medicare and Medicaid, that Provider will ensure he/she/it will not bill the MA Member for Cost Sharing that is not the MA Member's responsibility and such MA Members will not be held liable for Medicare Parts A and B Cost Sharing when the State is liable for the Cost Sharing. In addition, Provider agrees to accept Plan payment as payment in full or Provider should bill the appropriate state source.

5.7 Continuation of Care-Insolvency. Provider agrees that in the event of Plan's insolvency, termination of the CMS contract or other cessation of operations, MA Covered Services to MA Members will continue through
the period for which the premium has been paid to Plan, and services to MA Members confined in an
inpatient hospital on the date of termination of the CMS contract or on the date of insolvency or other
cessation of operations will continue until their discharge.

5.8 Out of Network Referrals and Transfers. In addition to the Cost Effective Care provision in the Agreement,
Provider shall seek authorization from Plan prior to referring or transferring an MA Member to a non-
Participating Provider. For Plan's HMO Medicare Advantage Network, if a Participating Provider is not
accessible or available for a referral or transfer, then Provider shall call Plan for an authorization. If,
however, a Participating Provider is accessible and available for a referral or transfer, then Provider shall
transfer or refer the MA Member to such Participating Provider. For Plan's PPO MA Members, Provider
shall advise the MA Member that an out of network referral is being made, and shall ensure that the MA
Member understands and agrees to be financially responsible for any additional costs related to such out of
network service.

ARTICLE VI
COMPENSATION AND AUDIT

6.1 Submission and Adjudication of Medicare Advantage Claims. Unless otherwise instructed in the provider
manual(s) or Policies applicable to Plan's Medicare Advantage Program, or unless required by Regulatory
Requirements, Provider shall submit Claims to Plan, using appropriate and current Coded Service
Identifier(s), within ninety (90) days from the date the Health Services are rendered or Plan will refuse
payment. If Plan is the secondary payor, the ninety (90) day period will not begin until Provider receives
notification of primary payor's responsibility.

6.1.1 Provider agrees to provide to Anthem, unless otherwise instructed, at no cost to Anthem, Plan or
the MA Member, all information necessary for Plan to determine its payment liability. Such
information includes, without limitation, accurate and Clean Claims for MA Covered Services.
Once Anthem determines Plan has any payment liability, all Clean Claims will be paid in
accordance with the terms and conditions of a MA Member's Health Benefit Plan, the PCS, and the
provider manual(s).

6.1.2 Provider agrees to submit Claims in a format consistent with industry standards and acceptable to
Plan either (a) electronically through electronic data interchange ("EDI"), or (b) if electronic
submission is not available, utilizing paper forms as defined by the National Uniform Claim
Committee ("NUCC").

6.1.3 If Anthem or Plan asks for additional information so that Plan may process the Claim, Provider
must provide that information within sixty (60) days, or before the expiration of the ninety (90) day
period referenced in section 6.1 above, whichever is longer.

6.2 Prompt Payment. Anthem agrees to make best efforts to pay a majority of Clean Claims for MA Covered
Services submitted by or on behalf of MA Members, within forty-five (45) days of receipt by Anthem. Anthem
agrees to make best efforts to pay all remaining Clean Claims for MA Covered Services submitted by or on
behalf of MA Members, within sixty (60) days of receipt by Anthem. Anthem agrees to make best efforts to
pay all non-Clean Claims for MA Covered Services submitted by or on behalf of MA Members within sixty
(60) days of receipt by Anthem of the necessary documentation to adjudicate the Clean Claim.

6.3 Audit for Compliance with CMS Guidelines. Notwithstanding any other terms and conditions of the
Agreement, Plan has the same rights as CMS, to review and/or Audit and, to the extent necessary recover
payments on any claim for MA Covered Services rendered pursuant to this Agreement to insure compliance
with CMS Regulatory Requirements.

ARTICLE VII
REPORTING AND DISCLOSURE REQUIREMENTS

7.1 Risk Adjustment Documentation and Coding Reviews and Audits. Provider is required in accordance with 42
CFR § 422.310(e) to submit medical records for MA Members for the purpose of validation of Risk
Adjustment Data (as defined below in section 7.2) as requested by Plan. Provider is also required to comply
with all other medical record requests from Plan for other governmental (e.g., CMS, Office of Inspector
General (OIG)) and/or Plan documentation and coding review and audit activities. Accordingly, Plan, or its
designee, shall have the right, as set forth in section 3.4 of the Agreement to obtain copies of such
documentation on at least an annual basis or otherwise as Plan may reasonably require. Provider agrees to
provide copies of the requested medical records to Plan, or its designee, within fourteen (14) calendar days from Plan's, or its designee's, and/or any Agency's written request, unless sooner required by CMS or such other Agency. Such records shall be provided to Plan, or its designee, or a governmental agency, at no additional cost to Plan, its designee or such Agency. Provider also agrees to participate in education and/or remediation, as required by Plan, based on the outcome of any documentation and coding reviews and/or audits.

7.2 Data Reporting Requirements. Provider shall provide to Plan all information necessary for or requested by Plan to enable Plan to meet its data reporting and submission obligations to CMS, including but not limited to, data necessary to characterize the context and purpose of each encounter between a MA Member and the Provider ("Risk Adjustment Data"), and data necessary for or requested by Plan to enable Plan to meet its reporting obligations under 42 CFR §§ 422.516 and 422.310 or under any subsequent or additional regulatory provisions or CMS guidance. In accordance with CMS Regulatory Requirements, Plan reserves the right to assess Provider for any penalties resulting from Provider's submission of false data.

7.3 Risk Adjustment Data Submission. Provider shall submit all diagnosis data generated in connection with this Agreement by way of filing a Claim with Plan. Where Provider identifies supplemental diagnosis data through retrospective medical chart review or other processes, Provider shall file an amended Claim containing the supplemental diagnosis data. If an amended Claim cannot be filed and Provider wants to submit supplemental diagnosis data, then Provider shall ensure that a Claim (i.e., the associated encounter data record) has already been submitted for the original MA Member/Provider encounter. This Claim must be (i) from the same date of service, (ii) having the same Provider identification number, (iii) with the same MA Member information, and (iv) containing the same procedural information as the supplemental data identified through the retrospective medical chart review or other processes. Plan requires submission of the original Claim prior to the submission of supplemental data to ensure the two (2) can be linked.

Supplemental diagnosis data shall be submitted in a format specified by Plan. If Provider reasonably determines that a Provider is unable to meet these requirements, then Provider must inform Plan within a reasonable time, but no later than thirty (30) days after receiving knowledge, actual or constructive of such inability, and Plan shall have the right to validate the data by auditing medical records and/or data generation processes, or by requesting additional data and/or documentation from Provider to confirm the acceptability of the data. For purposes of clarity, Provider shall cooperate with any such requests by Plan or on Plan's behalf, as set forth in this Agreement. If Provider identifies data corrections (e.g., prior data submissions not supported in the medical record), then Provider shall promptly inform Plan and submit data corrections to Plan in a format specified by Plan as soon as reasonably possible, but in no event later than thirty (30) days after identifying.

7.4 Risk Adjustment Data. Provider's Risk Adjustment Data shall include all information necessary for or requested by Plan to enable Plan to submit such data to CMS as set forth in 42 CFR § 422.310 or any subsequent or additional regulatory provisions or CMS guidance. If Provider fails to submit accurate, complete, and truthful Risk Adjustment Data in the format described in 42 CFR § 422.310 or any subsequent or additional regulatory provisions or CMS guidance, then this may result in denials and/or delays in payment of Provider's Claims. Plan will make best efforts to work with Provider to resolve Risk Adjustment Data format and/or processing issues.

7.5 Accuracy of Risk Adjustment Data. Risk Adjustment Data submitted by Provider must be accurate, complete, and truthful. By submitting Risk Adjustment Data to Plan, Provider is certifying and attesting to the accuracy, completeness, and truthfulness of such Risk Adjustment Data. If requested by Plan, Provider shall execute such further certifications or attestations as to the accuracy, completeness, and truthfulness of such Risk Adjustment Data as Plan may require.

ARTICLE VIII
QUALITY ASSURANCE/QUALITY IMPROVEMENT REQUIREMENTS

8.1 Independent Quality Review Organization. Provider agrees to comply and cooperate with an independent quality review and improvement organization's activities pertaining to the provision of MA Covered Services for MA Member.

8.2 Compliance with Plan Medical Management Programs. Provider agrees to comply with Plan's medical policies, quality improvement and performance improvement programs, and medical management programs to the extent provided to or otherwise made available to Provider in advance.
8.3 Consulting with Participating Providers. Plan agrees to consult with Participating Providers regarding its medical policies, quality improvement program and medical management programs and ensure that practice guidelines and utilization management guidelines: (1) are based on reasonable medical evidence or a consensus of health care professionals in the particular field; (2) consider the needs of the enrolled population; (3) are developed in consultation with participating physicians; (4) are reviewed and updated periodically; and (5) are communicated to providers and, as appropriate, to MA Member. Plan also agrees to ensure that decisions with respect to utilization management, MA Member education, coverage of Health Services, and other areas in which the guidelines apply are consistent with the guidelines.

ARTICLE IX
COMPLIANCE

9.1 Compliance: Medicare Laws/Regulations. Provider agrees to comply, and to require any of his/her/its subcontractors to comply, with all applicable Medicare Regulatory Requirements and CMS instructions. Further, Provider agrees that any MA Covered Services provided by Provider or his/her/its subcontractors to or on the behalf of Plan's MA Member will be consistent with and will comply with Plan's Medicare Advantage contractual obligations.

9.2 Compliance: Exclusion from Federal Health Care Program. Provider may not employ, or subcontract with an individual, or have persons with ownership or control interests, who have been convicted of criminal offenses related to their involvement in Medicaid, Medicare, or social services programs under Title XX of the Social Security Act, and thus have been excluded from participation in any federal health care program under §§1128 or 1128A of the Act (or with an entity that employs or contracts with such an individual) for the provision of any of the following: healthcare, utilization review, medical social work, or administrative services.

9.3 Compliance: Appeals/Grievances. Provider agrees to comply with Plan's policies and procedures in performing his/her/its responsibilities under the Agreement. Provider specifically agrees to comply with Medicare Regulatory Requirements regarding MA Member appeals and grievances and to cooperate with Plan in meeting its obligations regarding MA Member appeals, grievances and expedited appeals, including the gathering and forwarding of information in a timely manner and compliance with appeals decisions.

9.4 Compliance: Policy and Procedures. Provider agrees to comply with Plan's policy and procedures in performing his/her/its responsibilities under the Agreement and this Attachment including any supplementary documents that pertain to Plan's Medicare Advantage Program such as the provider manual(s).

9.5 Illegal Remunerations. Both parties specifically represent and warrant that activities to be performed under this Agreement are not considered illegal remunerations (including kickbacks, bribes or rebates) as defined in 42 USCA § 1320(a)-7b.

9.6 Compliance: Training, Education and Communications. In accordance with CMS requirements, Provider agrees and certifies that it, as well as its employees, subcontractors, Downstream Entities, Related Entities and agents who provide services to or for Plan's Medicare Advantage and/or Part D MA Members or to or for Plan itself shall conduct general compliance and fraud, waste and abuse training, education and/or communications annually or as otherwise required by Regulatory Requirements, and must be made a part of the orientation for a new employee, new First Tier Entities, Downstream Entities, or Related Entities, and for all new appointments of a chief executive, manager, or governing body member who performs leadership and/or oversight over the service provided under the Agreement. Provider or its subcontractors or Downstream Entities shall ensure that their general compliance and fraud, waste and abuse training and education is comparable to the elements, set forth in Anthem's Standards of Ethical Business Conduct and shall provide documentation to demonstrate compliance prior to execution of the Agreement and annually thereafter. In addition, Provider is responsible for documenting applicable employee's, subcontractor's, Downstream Entity's, Related Entity's and/or agent's attendance and completion of such training on an annual basis. Provider shall provide such documentation to Plan and as required to support a Plan or CMS audit. If necessary and upon request, Plan or its designee can make such compliance training, education and lines of communication available to Provider in either electronic, paper or other reasonable medium.

9.7 Federal Funds. Provider acknowledges that payments Provider receives from Plan to provide MA Covered Services to MA Members are, in whole or part, from federal funds. Therefore, Provider and any of his/her/its subcontractors are subject to certain Regulatory Requirements that are applicable to Members and entities receiving federal funds, which may include but is not limited to, Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR Part 84; the Age Discrimination Act of 1975 as implemented by 45 CFR Part 91;
the Americans with Disabilities Act; the Rehabilitation Act of 1973, lobbying restrictions as implemented by 45 CFR Part 93 and 31 USC 1352 and any other regulations applicable to recipients of federal funds.

**ARTICLE X \nMARKETING**

10.1 **Approval of Materials.** Both parties agree to comply, and to require any of his/her/its subcontractors to comply, with all applicable Regulatory Requirements, CMS instructions, and marketing activities under this Agreement, including but not limited to, the Medicare Marketing Guidelines for Medicare Managed Care Plans and any requirements for CMS prior approval of materials. Any printed materials, including but not limited to letters to Plan MA Members, brochures, advertisements, telemarketing scripts, packaging prepared or produced by Provider or any of his/her/its subcontractors pursuant to this Agreement must be submitted to Plan for review and approval at each planning stage (i.e., creative, copy, mechanicals, blue lines, etc.) to assure compliance with Regulatory Requirements, and Blue Cross/Blue Shield Association guidelines. Plan agrees its approval will not be unreasonably withheld or delayed.

**ARTICLE XI \nTERMINATION**

11.1 **Notice Upon Termination.** If Plan decides to terminate this Attachment, Plan shall give Provider written notice, to the extent required under CMS regulations, of the reasons for the action, including, if relevant, the standards and the profiling data the organization used to evaluate Provider and the numbers and mix of Participating Providers Plan needs. Such written notice shall also set forth Provider's right to appeal the action and the process and timing for requesting a hearing.

11.2 **Effect of Termination.** Following termination of this Attachment, the remainder of the Agreement shall continue in full force and effect, if applicable. In addition, upon termination of this Attachment but subject to the Continuation of Care provision(s) and applicable Regulatory Requirements, any references to services, reimbursement, or participation in Networks related to the Medicare Advantage Program are hereby terminated in full and shall have no further force and effect.

11.3 **Termination Without Cause.** Either party may terminate this Attachment without cause by giving at least one hundred twenty (120) days prior written notice of termination to the other party.

**ARTICLE XII \nGENERAL PROVISIONS**

12.1 **Inconsistencies.** In the event of an inconsistency between terms of this Attachment and the terms and conditions as set forth in the Agreement, the terms and conditions of this Attachment shall govern. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

12.2 **Interpret According to Medicare Laws.** Provider and Plan intend that the terms of the Agreement and this Attachment as they relate to the provision of MA Covered Services under the Medicare Advantage Program shall be interpreted in a manner consistent with applicable requirements under Medicare Regulatory Requirements.

12.3 **Subcontractors.** In addition to the Use of Subcontractors provision of the Agreement, Provider agrees that if Provider enters into subcontracts to perform services under the terms of this Attachment, Provider's subcontracts shall include: (1) an agreement by the subcontractor to comply with all of Provider's obligations in the Agreement and this Attachment; (2) a prompt payment provision as negotiated by Provider and the subcontractor; (3) a provision setting forth the term of the subcontract (preferably one (1) year or longer); and (4) dated signatures of all the parties to the subcontract.

12.4 **Delegated Activities.** If Plan has delegated activities to Provider, then Plan will provide the following information to Provider and Plan shall provide such information to any of its subcontracted entities:

12.4.1 A list of delegated activities and reporting responsibilities;

12.4.2 Arrangements for the revocation of delegated activities;

12.4.3 Notification that the performance of the contracted and subcontracted entities will be monitored by Plan;
12.4.4 Notification that the credentialing process must be approved and monitored by Plan; and

12.4.5 Notification that all contracted and subcontracted entities must comply with all applicable Medicare Regulatory Requirements and CMS instructions.

12.5 **Delegation of Provider Selection.** In addition to the responsibilities for delegated activities as set forth herein, to the extent that Plan has delegated selection of providers, contractors, or subcontractor to Provider, Plan retains the right to approve, suspend, or terminate any such arrangement.

12.6 **Survival of Attachment.** Provider further agrees that: (1) the hold harmless and continuation of care sections shall survive the termination of this Attachment or disenrollment of the MA Member; and (2) these provisions supersede any oral or written contrary agreement now existing or hereafter entered into between Provider and an MA Member or persons acting on their behalf that relates to liability for payment for, or continuation of, MA Covered Services provided under the terms and conditions of these clauses.

12.7 **Attachment Amendment.** Notwithstanding the Amendment provision in the Agreement, this Attachment shall be automatically modified to conform to required changes to Regulatory Requirements related to Medicare Advantage Programs without the necessity of executing written amendments. For amendments not required by Regulatory Requirements related to Medicare Advantage Programs, Anthem shall make a good faith effort to provide notice to Provider at least thirty (30) days in advance of the effective date of the amendment.
PLAN COMPENSATION SCHEDULE ("PCS")

I. DEFINITIONS

The definitions set forth below shall apply with respect to all of the terms outlined in this PCS. Terms not otherwise defined in this PCS and defined elsewhere in the Agreement shall carry the meanings set forth in the Agreement.

"Anthem Medicare Advantage Rate" shall mean the Anthem Rate that is used for Medicare Advantage.

"Coded Service Identifier(s)" means a listing of descriptive terms and identifying codes, updated from time to time by CMS or other industry source, for reporting Health Services on the CMS 1500 or CMS 1450/UB-04 claim form or its successor as applicable based on the services provided. The codes include but are not limited to, American Medical Association Current Procedural Terminology ("CPT®-4"), CMS Healthcare Common Procedure Coding System ("HCPCS"), International Classification of Diseases, 10th Revision ("ICD-10"), National Uniform Billing Committee ("Revenue Code") and National Drug Code ("NDC") or their successors.

"Eligible Charges" means those Provider Charges that meet Anthem's conditions and requirements for a Health Service to be eligible for reimbursement. These conditions and requirements include but are not limited to: Member program eligibility, Provider program eligibility, benefit coverage, authorization requirements, provider manual specifications, Anthem administrative, clinical and reimbursement policies and methodologies, code editing logic, coordination of benefits, Regulatory Requirements, and this Agreement. Eligible Charges do not include Provider Charges for any items or services that Provider receives and/or provides free of charge.

"Emergency Condition" is defined as a condition of recent onset and sufficient severity, including but not limited to, severe pain, that would lead a prudent layperson possessing average knowledge of medicine and health, to believe that his or her condition, sickness or injury is of such a nature that failure to obtain immediate medical care could result in: (1) placing the Member's health in serious jeopardy; (2) serious impairment to bodily functions; (3) serious dysfunction to any bodily organ or part; or (4) other serious medical consequences.

"Emergency Services" means those Covered Services provided to Members to treat an Emergency Condition only.

"Fee Schedule(s)" means the complete listing of Anthem Rate(s) for specific services that is payment for each unit of service allowed based on applicable Coded Service Identifier(s) for Covered Services.

"Outpatient Services" means Covered Services provided by a facility to a Member who is admitted and treated as a registered outpatient within the facility.

"Per Relative Value Unit" ("RVU") means the Anthem Rate for each unit of service based on the CMS, State Agency or other (e.g., American Society of Anesthesiologists (ASA)) defined Relative Value Unit (RVU).

"Per Unit Rate" means the Anthem Rate that is payment for each unit of service allowed based on applicable Coded Service Identifier(s) for Covered Services.

"Provider Charges" means the regular, uniform rate or price Provider determines and submits to Anthem as charges for Health Services provided to Members. Such Provider Charges shall be no greater than the rate or price Provider submits to any person or other health care benefit payor for the same Health Services provided, regardless of whether Provider agrees with such person or other payor to accept a different rate or price as payment in full for such services.

II. GENERAL PROVISIONS

Billing Form and Claims Reporting Requirements. Provider shall submit all Claims on a CMS 1500 claim form or its successor form(s) as applicable based on the Health Services provided in accordance with Policies or applicable Regulatory Requirements. Provider shall report all Health Services in accordance with the Coded Service Identifier(s) reporting guidelines and instructions using HIPAA compliant billing codes. In addition, Plan shall not pay any Claim(s) nor accept any Encounter Data submitted using non-compliant codes. Plan audits that result in identification of Health Services that are not reported in accordance with the
Coded Service Identifier(s) guidelines and instructions, will be subject to recovery through remittance adjustment or other recovery action as may be set forth in the provider manual(s).

This provision intentionally left blank.

Coding Updates. Coded Service Identifier(s) used to define specific rates are updated from time to time to reflect new, deleted or replacement codes. Anthem shall use commercially reasonable efforts to update all applicable Coded Service Identifiers within sixty (60) days of release by CMS or other applicable authority. When billing codes are updated, Provider is required to use appropriate replacement codes for Claims for Covered Services, regardless of whether this Agreement has been amended to reflect changes to standard billing codes. If Provider fails to use a revised code prior to the effective date of the revised code, the Claim will be rejected or denied and Provider shall resubmit Claim with correct code. In addition, Claims with codes which have been deleted will be rejected or denied.

Coding Software. Updates to Anthem’s Claims processing filters, code editing software, pricers, and any edits related thereto, as a result of changes in Coded Service Identifier(s) reporting guidelines and instructions, shall take place automatically and do not require any notice, disclosure or amendment to Provider.

Modifiers. All appropriate modifiers must be submitted in accordance with Regulatory Requirements, industry standard billing guidelines and Policies. If appropriate modifiers are not submitted, Claims may be rejected or denied.

New/Expanded Service or New/Expanded Technology. In accordance with the Scope/Change in Status section of the Agreement, as of the Effective Date of this Agreement, any New/Expanded Service or New/Expanded Technology (defined below) is not reimbursable under this Agreement. Notwithstanding the foregoing, Provider may submit the following documentation to Anthem at least sixty (60) days prior to the implementation of any New/Expanded Service or New/Expanded Technology for consideration as a reimbursable service: (1) a description of the New/Expanded Service or New/Expanded Technology; (2) Provider’s proposed charge for the New/Expanded Service or New/Expanded Technology; (3) such other reasonable data and information required by Anthem to evaluate the New/Expanded Service or New/Expanded Technology. In addition, Anthem may also need to obtain approval from applicable Agency prior to Anthem making determination that New/Expanded Service or New/Expanded Technology can be considered a reimbursable service. If Anthem agrees that the New/Expanded Service or New/Expanded Technology may be reimbursable under this Agreement, then Anthem shall notify Provider, and both parties agree to negotiate in good faith, a new Anthem Rate for the New/Expanded Service or New/Expanded Technology within sixty (60) days of Anthem’s notice to Provider. If the parties are unable to reach an agreement on a new Anthem Rate for the New/Expanded Service or New/Expanded Technology before the end of the sixty (60) day period, then such New/Expanded Service or New/Expanded Technology shall not be reimbursed by Anthem, and the Payment in Full and Hold Harmless provision of this Agreement shall apply.

a. “New/Expanded Service” shall be defined as a Health Service: (a) that Provider was not providing to Members as of the Effective Date of this Agreement and; (b) for which there is not a specific Anthem Rate as set forth in this PCS.

b. “New/Expanded Technology” shall be defined as a technological advancement in the delivery of a Covered Service which results in a material increase to the cost of such service. New/Expanded Technology shall not include a new device, or implant that merely represents a new model or an improved model of a device or implant used in connection with a service provided by Provider as of the Effective Date of this Agreement.

Non-Priced Codes for Covered Services. Anthem reserves the right to establish a rate for codes that are not priced in this PCS or in the Fee Schedule(s), including but not limited to, Not Otherwise Classified Codes ("NOC"), Not Otherwise Specified ("NOS"), Miscellaneous, Individual Consideration Codes ("IC"), and By Report ("BR") (collectively "Non-Priced Codes"). Anthem shall only reimburse Non-Priced Codes for Covered Services in the following situations: (i) the Non-Priced Code does not have a published dollar amount on the then current applicable Plan, State or CMS Fee Schedule, (ii) the Non-Priced Code has a zero dollar amount listed, or (iii) the Non-Priced Code requires manual pricing. In such situations, such Non-Priced Code shall be reimbursed at a rate established by Anthem for such Covered Service. Notwithstanding the foregoing, Anthem shall not price Non-Priced Codes that are not Covered Services.
under the Members Health Benefit Plan. Anthem may require the submission of medical records, invoices, or other documentation for Claims payment consideration.

Reimbursement for Anthem Rate Based on Eligible Charges. Notwithstanding any reimbursement amount set forth herein, Provider shall only be allowed to receive such reimbursement if such reimbursement is for an Eligible Charge. In addition, if Provider reimbursement is under one or more of the following methodologies: Capitation, Case Rate, DRG Rate, Encounter Rate, Global Case Rate, Per Diem Rate, Per Relative Value Unit (RVU), and Per Visit Rate, then individual services billed shall not be reimbursed separately, unless otherwise specified in Article IV of this PCS.

Reimbursement for Subcontractors. Plan shall not be liable for any reimbursement in addition to the applicable Anthem Rate as a result of Provider’s use of a subcontractor. Provider shall be solely responsible to pay subcontractors for any Health Services, and shall via written contract, contractually prohibit such subcontractors from billing, collecting or attempting to collect from Anthem, Plan or Members. Notwithstanding the foregoing, if Anthem has a direct contract with the subcontractor, the direct contract shall prevail over this Agreement and the subcontractor shall bill Anthem under the direct contract for any subcontracted services, with the exception of nursing services provided for Home Infusion Therapy, or unless otherwise agreed to by the parties.

Tax Assessment and Penalties. The Anthem Rates in this Agreement include all sales and use taxes and other taxes on Provider revenue, gross earnings, profits, income and other taxes, charges or assessments of any nature whatsoever (together with any related interest or penalties) now or hereafter imposed against or collectible by Provider with respect to Covered Services, unless otherwise required by Agency pursuant to Regulatory Requirements. Neither Provider nor Plan shall add any amount to or deduct any amount from the Anthem Rates, whether on account of taxes, assessments, tax penalties or tax exemptions.

Updates to Anthem Rate(s) Based on External Sources. Unless otherwise required by Regulatory Requirements, and notwithstanding any proprietary fee schedule(s)/rate(s)/methodologies, Anthem shall use commercially reasonable efforts to update the Anthem Rate(s) based on External Sources, which include but are not limited to, i) CMS Medicare fee schedule(s)/rate(s)/methodologies; ii) Medicaid or State Agency fee schedule(s)/rate(s)/methodologies; iii), vendor fee schedule(s)/rate(s)/methodologies; or iv) any other entity’s published fee schedule(s)/rate(s)/methodologies ("External Sources") no later than sixty (60) days after Anthem's receipt of the final fee schedule(s)/rate(s)/methodologies change from such External Sources, or on the effective date of such final fee schedule(s)/rate(s)/methodologies change, whichever is later. The effective date of such final fee schedule(s)/rate(s)/methodologies change shall be the effective date of the change as published by External Sources. Claims processed prior to the implementation of the new Anthem Rate(s) in Anthem's payment system shall not be reprocessed, however, if reprocessing is required by Regulatory Requirements, and such reprocessing could result in a potential under and/or over payment to a Provider, then Plan may reconcile the Claim adjustments to determine the remaining amount Provider owes Plan, or that Plan owes to Provider. Any resultant overpayment recoveries (i.e. Provider owes Plan) shall occur automatically without advance notification to Provider. Unless otherwise required by Regulatory Requirements, Anthem shall not be responsible for interest payments that may be the result of a late notification by External Sources to Anthem of fee schedule(s)/rate(s)/methodologies change.

III. PROVIDER TYPE

"Ambulance Provider (Ground AMB)" means local ground transportation by a vehicle designed, equipped, and used only to transport the sick and injured for the purpose of, or related to, medical treatment and operated according to Regulatory Requirements which control the issuance of valid licenses or permits or be licensed when required by Regulatory Requirements.

Except in case of an emergency, or as otherwise set forth in the Member's Health Benefit Plan, or required by Regulatory Requirements, all scheduled ground ambulance transports require authorization prior to transporting a Member. When expedited services are needed, authorization must be requested by the next business day.

While this Agreement is in effect, Provider must meet all Regulatory Requirements to render Covered Services to Members and to maintain such license and other Regulatory Requirements to practice in unqualified status throughout the term of this Agreement. Provider must also meet and comply with the following requirements:

Provider shall participate with Medicare in unqualified and unrestricted status.
Provider shall, at their sole expense, carry professional liability, medical malpractice liability, and auto liability insurance which shall comply with all applicable regulatory requirements; commercial general liability insurance; and Workers’ Compensation coverage with statutory limits.

Provider must submit to Anthem copies or proof of valid licensing and certification of professional automobile liability insurance. Provider must report, in writing, any changes in licensure, certification or insurance coverage or status to Anthem within thirty (30) days of such change.

Reimbursement for ambulance services is a global payment and is limited to payment of the base rate plus mileage charges only. Therefore, separate reimbursement is not available for additional services and supplies including but not limited to CPR, suction, telemetry, nursing services, waiting time, disposable supplies, medical supplies, defibrillation, IV drug therapy, esophageal intubation and oxygen. Any services other than those listed on the PCS Attachment will not be reimbursed and will be denied as provider liability.

IV. SPECIFIC REIMBURSEMENT TERMS

COMERCIAL BUSINESS

For Covered Services provided by or on behalf of Provider to a Member who is enrolled in a product and/or program that is supported by a Network designated in this Agreement, Provider agrees to accept as the Anthem Rate, the lesser of Eligible Charges or the compensation as set forth in the PCS Attachment, attached hereto and made part hereof.

Allowances for Injectable/Infusible/Oral Drugs, Vaccines and Radiopharmaceutical Agents. Plan shall automatically update its allowance for injectable/infusible/oral drugs, vaccines and radiopharmaceutical agents on a quarterly basis in accordance with the quarterly updates made by CMS to its drug pricing file or any other external or internal source as set forth in this PCS. Retroactive adjustments made by CMS to its drug pricing file shall be inapplicable to Anthem’s fee allowances and payment responsibility.

Out-of-Network Compensation. Except for Government Programs, if Provider renders services to a Member who accesses a Network in which Provider does not participate, Provider will receive compensation as follows, unless otherwise addressed in the Member’s Health Benefit Plan documents:

Provider agrees to provide at no cost to Anthem, Plan or the Member, all information necessary for Plan or Anthem to determine its payment liability. Once Anthem determines Plan has any payment liability, all Complete/Clean Claims will be paid in accordance with the terms and conditions of a Member’s Health Benefit Plan and Agreement.

MEDICARE ADVANTAGE

For MA Covered Services provided by or on behalf of Provider to a Medicare Advantage Member, Provider agrees to accept, as the Anthem Medicare Advantage Rate, the lesser of Eligible Charges or a Fee Schedule listed on the PCS Attachment. When determining the Anthem Medicare Advantage Rate, any reimbursement terms in this Agreement that are based, in whole or in part, on Medicare rates, pricing, fee schedules or payment methodologies published or established by CMS, shall refer to the per claim payment amounts that CMS and a Medicare beneficiary would directly pay to Provider for the same items or services under fee-for-service Medicare Part A or Part B. The Anthem Medicare Advantage Rate shall not include any bonus payment or settlement amount paid to Provider by CMS outside of the Medicare per claim payment process, unless otherwise set forth in the Medicare Advantage reimbursement terms of this Agreement. Unless Anthem notifies Provider otherwise, in the event CMS changes payment to Provider due to a CMS directive, Act of Congress, Executive Order, or Regulatory Requirement, the amount payable to Provider hereunder will automatically be changed as soon as reasonably practicable, as described herein, in the amount specified by CMS as a result of such directive or change in law, or in the absence of such specification, in the same percentage amount as payment is changed by CMS to Provider.
### PLAN COMPENSATION SCHEDULE ATTACHMENT

**GA: Reimbursement for HMO/POS, PPO, Indemnity/Traditional/PAR, Pathway and Pathway Enhanced Plans:**

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<tr>
<th>HCPCS Code</th>
<th>Description</th>
<th>Rate</th>
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<td>*A0425</td>
<td>Ground mileage</td>
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<td>Specialty care transport (SCT)</td>
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<td>Fixed wing air mileage, per loaded mile</td>
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<td>A0998</td>
<td>Ambulance Response and Treatment, no transport</td>
<td>386.00</td>
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**GA: Reimbursement for Medicare Advantage HMO/Medicare Advantage PPO Plans**

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<th>Description</th>
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Staff Report

Subject: Governor’s Office of Planning and Budget (OPB) Drinking Water Projects to Support Increased Population

Author: Mark W. Barnes, Finance Director

Department: Finance Department

Meeting Date: 9/6/22

Item Description: Consideration of approval to submit an application to the Governor’s Office of Planning and Budget (OPB) Drinking Water Projects to Support Increased Population grant program.

Summary Recommendation:
Staff recommends approval to submit an application to the Governor’s Office of Planning and Budget (OPB) Drinking Water Projects to Support Increased Population grant program.

Executive Summary:
The EPA regulation implementing the DWSRF program provides that projects needed primarily to serve future population growth are not eligible uses of the DWSRF. A project that is intended primarily to address public health or regulatory compliance issues for the existing service population may be sized for a “reasonable” amount of population growth over the useful life of the project.

ARPA does not include the same limitation as the SDWA. Accordingly, the final rule provides that recipients may use SLFRF funds for projects that are needed to support increased population in certain cases. ARPA limits projects to those investments that are “necessary.” As discussed above, Treasury interprets this to mean that the investments must be:

1. responsive to an identified need to achieve or maintain an adequate minimum level of service, which for some eligible project categories may include a reasonable projection of increased need, whether due to population growth or otherwise and
2. a cost-effective means for meeting that need, taking into account available alternatives.

For this eligible use category, expansion of drinking water service infrastructure, the project must also be projected to be sustainable over its estimated useful life.

Background:
1. The application process is competitive.
2. Matching funds dollar-for-dollar projects are ranked higher.
3. Applications are due by September 9, 2022.
Alternatives for Commission to Consider:
1. Approve to submit an application to OPB Drinking Water Projects to Support Increased Population grant program.
2. Do not approve to submit an application to OPB Drinking Water Projects to Support Increased Population grant program.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve to submit an application to OPB Drinking Water Projects to Support Increased Population grant program.

Other Alternatives:
N/A

Department Review: (list departments)
Finance

Funding Source:
Match source to be determined. Water & Sewer fund and SPLOST.

Attachments:
1. OPB Drinking Water Projects to Support Increased Population grant program FAQ
This document contains answers to frequently asked questions OPB has received regarding the Drinking Water to Support Increased Populations Program under the State Fiscal Recovery Grant Program and the post award process. Applicants should refer to the US Department of Treasury Final Rule and corresponding Final Rule FAQs, as well as the OPB website for links to federal guidance and OPB resources for grantees.

DISCLAIMER: This document is intended to serve as a guide to the grant application process for prospective applicants seeking grant funding from Georgia’s allotment of the Coronavirus State Fiscal Recovery Fund (CSFRF). This guidance is not intended to address eligible uses of CSFRF and is not exhaustive, binding, or final. The U.S. Treasury continues to update its guidance. This federal guidance is binding upon the State as well as all grant recipients.

**Application**

1. **What is the application timeframe?**
   The application period will begin on August 15, 2022, and end on September 9, 2022 at 11:59pm.

2. **Where can I find the application?**
   You can find the link on our website [https://opb.georgia.gov/drinking-water](https://opb.georgia.gov/drinking-water)

3. **Who is eligible to apply?**
   Eligible applicants are counties and local units of Government. Water Sewer Authority’s with enacted legislation designating them as a unit of the county are also eligible to apply. There will be an upload field on the application for the WSA to upload the legislation.

4. **Can multiple eligible applicants apply in a partner application?**
   Yes, you can partner in your application but the entity submitting the application will be the subrecipient with fiduciary responsibility.

5. **Can I apply for sewer projects under the Drinking Water to Support Increased Population?**
   The primary driver of this grant program is a need for drinking water capacity to support increased population.
While the focus is drinking water project, secondary components that are eligible under CWSRF may be considered if they support increase capacity for the drinking water project proposed.

6. Can our entity apply for multiple projects within the same application?
If multiple scopes of work are in alignment with a single project outcome, they may be combined into one application. If a scope of work has an outcome which is separate and distinct from other scopes of work in the application, OPB recommends breaking these out into separate applications. Applicants will be required to complete the cost effectiveness analysis and meet eligibility requirements for each individual project, whether presented jointly in a single application, or separately. OPB reserves the right to fund, in whole or in part, any, all, or none of the applications submitted in response to this funding opportunity.

7. What type of information should be used to demonstrate population growth?
Applicants should use judgement in determining the extent of information provided and must demonstrate actual growth in the geographic area intended to be served by the project through the use of available and relevant historical population and/or industrial metrics. Priority will be given to projects which include recent and verifiable increased population data. Reasonable projections of future growth must be accompanied by evidence of actual historical growth. Reasonable projections of future growth may be presented in conjunction with analysis of the cost effectiveness of projects, must show that they are necessary to achieve or maintain an adequate minimum level of service, and must be sustainable over the estimated useful life of the proposed asset.

8. How do I know if my project is eligible?
OPB is not providing eligibility decision prior to application review. To qualify as eligible, an application would need to present a project that meets the program requirements outlined in the eligibility criteria.

9. What is the funding timeline?
A funding announcement for this program has not been announced. A timeframe will be determined based on the volume of applications received.

10. Can I have a collaborator help work on the application?
Yes, the application allows you to add collaborators to the application to assist with application completion.

11. How detailed does the budget and budget narrative need to be?
All budgets are required to submit details on how the funds will be spent to the greatest extent possible. Adequate detail should be provided in the budget narrative to justify the expense under the approved award. The budget must be based on quoted estimates and calculations, not rounded guestimates. All budget totals will require validation based on the calculation provided in the uploaded version so applicants should retain the documentation for the basis of all calculations in the requested budget.

Budgeted amounts for construction costs included in Section 6) Contracts Consultants Subawards may be entered using a multi-line detailed approach, or as a single line dollar value. If a single line dollar value is utilized, it must be accompanied by a supplemental schedule (PDF or XLS) breaking down the budget estimate to its lowest available level of detail. The supplemental schedule should disclose whatever information serves as the basis for the estimate, may include narratives, and is expected to include unit prices, quantities, labor rates, labor hours, equipment rates, equipment hours, percentages, past project data, and / or any other major assumptions used to derive the budgeted amount.

More information regarding budget detail can be found on our For Grantees website under Important Documents section.

12. Are match funds a requirement of this program?
Match funding is not required but will be considered point the scoring criteria.

Uniform Guidance
The following 2 C.F.R. policy requirements apply to 21.027 assistance listing for Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF):

• Subpart B, General provisions;
• Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
• Subpart D, Post Federal; Award Requirements;
• Subpart E, Cost Principles; and
• Subpart F, Audit Requirements.

(The following guidance has been taken from the US Department of Final Rule FAQ as of April 27, 2022 https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf)

1. (13.1) What provisions of the Uniform Guidance for grants apply to these funds? Will the Single Audit requirements apply? (US Department of Treasury FAQ 13.1)
OFFICE OF PLANNING AND BUDGET

Brian P. Kemp                      Kelly Farr
Governor                              Director

Most of the provisions of the Uniform Guidance (2 C.F.R. § 200) apply to this program, including the Cost Principles and Single Audit Act requirements. Recipients should refer to the Assistance Listing for detail on the specific provisions of the Uniform Guidance that do not apply to this program. The Assistance Listing will be available at https://sam.gov/fal/7cecfdef62dc42729a3fcd449bd62b8/view. For information related to Single Audit requirements specifically, please refer to the Compliance Supplement materials released by the Office of Management and Budget.

2. **Do federal procurement requirements apply to SLFRF? (US Department of Treasury FAQ 13.2)**

   Yes. The procurement standards for federal financial assistance are located in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327 and apply to procurements using SLFRF funds. Pursuant to 2 C.F.R. § 200.317, recipients that are non-state entities, such as, metropolitan cities, counties, non-entitlement units of local government, and Tribes must comply with the procurement standards set forth in 2 C.F.R. § 200.318, through 2 C.F.R. § 200.327, when using their SLFRF award funds to procure goods and services to carry out the objectives of their SLFRF award. States, the District of Columbia, and U.S. Territories must follow their own procurement policies pursuant to 2 C.F.R. § 200.317, as well as comply with the procurement standards set forth at 2 C.F.R. § 200.321 through 2 C.F.R. § 200.323, and 2 C.F.R. § 200.327 when using their SLFRF award funds to procure goods and services to carry out the objectives of their SLFRF award. See also SLFRF Award Terms and Conditions. Recipients are prohibited from using SLFRF funds to enter into subawards and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs. See 2 C.F.R. § 200.214. Moreover, a contract made under emergency circumstances under the Coronavirus Relief Fund (CRF) cannot automatically be transferred over to SLFRF. These programs are subject to different treatment under the Uniform Guidance. Under the CRF program, recipients are permitted to use their own procurement policies to acquire goods and services to implement the objectives of the CRF award. Under the SLFRF program, recipients are required to follow the procurement standards set out in 2 C.F.R. § 200 (Uniform Guidance) pursuant to the SLFRF Award Terms and Conditions executed by the recipients in connection with their SLFRF awards.

3. **What is the threshold for competitive bidding for my government? (US Department of Treasury FAQ 13.3)**

   As stated above, recipients are required to comply with the procurement standards set forth in 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Pursuant to 2 C.F.R. § 200.317, States, the District of Columbia, and U.S. Territories should refer to the competitive
bidding thresholds described in their own procurement policies and procedures. Other non-
federal entities, such as metropolitan cities, counties, non-entitlement units of local
government, and Tribes must adhere to the competitive bidding thresholds set forth in 2 C.F.R. §
200.320 for the relevant procurement methods.

There are two thresholds that recipients should keep in mind related to procurement
requirements: the Micro purchase threshold (MPT) and the Simplified Acquisition Threshold
(SAT).

Micro-purchase threshold (MPT) - 2 C.F.R. § 200.320(a)(1): Purchase of supplies and services for
a price below the MPT, currently set at $10,000, are not required to be solicited competitively.
However, there are circumstances when a recipient may have a MPT that is greater than
$10,000. For example, all non-Federal entities may increase their MPT up to $50,000 if they
follow the protocols described in 200.320(a)(1)(iv). Additionally, nonfederal entities such as
metropolitan cities, counties, non-entitlement units of local government, and Tribes may use
their own MPT if they follow the protocols described in 200.320(a)(1)(iv).

Simplified Acquisition Threshold (SAT) - 2 C.F.R. § 200.320(a)(2): Purchases of property and
services at a price above the recipient’s MPT and below the SAT, currently set at $250,000, may
be made following the small purchase procedures described in the definition of SAT in 2 C.F.R. §
200.1 and 2 C.F.R. § 200.320(a)(2). Procurement of property and services at a price above the
SAT must follow the formal procurement methods outlined in 2 C.F.R. § 200.320(b).

4. Can a recipient prequalify firms for projects funded with SLFRF? (US Department of Treasury
FAQ 13.4)

The Uniform Guidance permits recipients to use prequalified lists of persons, firms, or products
so long as a list is current and includes enough qualified sources to ensure maximum open and
free competition. The Uniform Guidance does not specifically define the term “current” for
purposes of 2 C.F.R. § 200.319(e), and Treasury has not adopted additional guidance regarding
this requirement as it applies to the SLFRF. As such, recipients must determine when a
prequalified list would be sufficiently current, and a recipient must not preclude potential
bidders from qualifying during the solicitation period. See 2 C.F.R. § 200.319(e).

Furthermore, recipients may not utilize this provision to evade conducting their procurement
transactions in a manner that provides for full and open competition. Recipients should be
mindful that other provisions of the Uniform Guidance inform the procurement requirements.
For example, metropolitan cities, counties, non-entitlement units of local government, and
Tribes must have and use documented procurement procedures, consistent with binding State,
local, and Tribal laws and regulations. See 2 C.F.R. § 200.318(a).
5. Where can one find the most current information on assuring minority owned businesses are included in the awards process? (US Department of Treasury FAQ 13.5)

The most up-to-date information on assuring that minority-owned businesses are included in the procurement process is located in 2 C.F.R. § 200.321, Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.

6. Is there certain language that needs to be included in a bidding package? (US Department of Treasury FAQ 13.6)

Treasury does not require that there be specific language included in bidding packages, but SLFRF recipients must ensure all contracts made with SLFRF award funds contain the applicable contract provisions listed in 2 C.F.R. § 200, Appendix II.

7. Are recipients allowed to leverage existing contracts? (US Department of Treasury FAQ 13.7)


8. Would an interlocal agreement—an agreement entered into between governments to effectuate an eligible use of the funds—or a cooperative purchase agreement need to be bid out? (US Department of Treasury FAQ 13.8)

States, the District of Columbia, and U.S. Territories must follow their own procurement policies pursuant to 2 C.F.R. § 200.317 as well as comply with the procurement standards set forth at 2 C.F.R. § 200.321 through 2 C.F.R. § 200.323, and 2 C.F.R. § 200.327. All other recipients must follow 2 C.F.R. § 200.318, General procurement standards, through 200.327, Contract provisions. Recipients should consult the applicable procurement standards or policies to determine whether a cooperative purchase agreement must be bid out. Information on when competition is required and when exceptions to competition are permitted are located in 2 C.F.R. § 200.319, Competition, and 2 C.F.R. § 200.320, Methods of procurement to be followed.

It is permissible for recipients to use interlocal agreements but procurement standards set forth in the Uniform Guidance may still apply.

9. How is a “contract” different than a “subaward”? (US Department of Treasury FAQ 13.9)
The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 C.F.R. § 200 (Uniform Guidance) provides definitions for “contract” and “subaward.” A contract is a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award. A subaward is distinct from a contract in that a subaward is an award provided by a recipient of a federal award to a subrecipient to carry out part of a federal award on behalf of the recipient. Recipients may make subawards through any form of legal agreement, including an agreement that the recipient considers a contract. See 2 C.F.R. § 200.331 for more information on the differences between contracts and subawards.

10. What other background laws must recipients comply with? (US Department of Treasury FAQ 13.10)

SLFRF recipients must comply with all laws outlined in the SLFRF Award Terms and Conditions that the recipients accepted in connection with their SLFRF award and all other applicable executive orders, federal statutes, and regulations in carrying out their SLFRF award. Recipients must also provide for such compliance by other parties in any agreements it enters into with other parties relating to the award. The award terms listed specific statutes and regulations that apply to the award, but the award terms made clear that these lists were not exclusive. Particularly in the case of the SLFRF, it’s not possible to enumerate the full list of federal statutes, regulations and executive orders that may be applicable to the award given that the range of eligible uses of funds is so broad, including the provision of government services.

11. How does Treasury treat program income? (US Department of Treasury FAQ 13.11)

Per 2 C.F.R. § 200.307, Treasury is specifying here that recipients may add program income to the Federal award. Any program income generated from SLFRF funds must be used for the purposes and under the conditions of the Federal award. Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds. Interest earned on advances of federal funds is not program income. For more information on what constitutes “Program Income” please see 2 C.F.R. § 200.1.

12. Does COVID-19 and the national emergency qualify as "exigency" as a special circumstance under 2 C.F.R. § 200.320 (c) in which a noncompetitive procurement can be used? If so, may a contract utilizing this special circumstance have a term that extends beyond the national emergency? For example, may a County execute a contract (without going through a competitive solicitation) immediately with a contractor to provide services with a term
The COVID-19 public health emergency does not itself qualify as a “public exigency or emergency” under 2 C.F.R. § 200.320 (c). In other words, a recipient may not justify a noncompetitive procurement simply on the basis that the procurement is conducted during the public health emergency or that the project is in response to the public health emergency.

Instead, the recipient must make its own assessment as to whether in the case of a particular project there is a public exigency or emergency that “will not permit a delay resulting from publicizing a competitive solicitation.”

Note: The Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021 and ending December 31, 2024.
Staff Report

Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 6, 2022

Item Description: Tammy Y. Green as Agent for James F. Moore requests to rezone 1.16 of 17.91 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 390 South Laurel Circle. Map# 303 Parcel# 12

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 1.16 of 17.91 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 create a 1.16-acre home site for a family member.
- As the proposed home site will be less than 5 acres, it does not meet the minimum size requirement for AR-1, and must be rezoned.
- At the August 15, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request to rezone 1.16 of 17.91 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 Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request to rezone 1.16 of 17.91 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.

2. Deny the request to rezone 1.16 of 17.91 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. Aerial photograph
5. Deed
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 7-5-22

Applicant/Agent: Tammy Y. Green

Applicant Email Address: tamtom10x.tg@gmail.com

Phone # 912-657-7944

Applicant Mailing Address: P.O. Box 280

City: Eden State: GA Zip Code: 31307

Property Owner, if different from above: James F. Moore

Owner’s Email Address (if known):

Phone # 912-748-5167

Owner’s Mailing Address: P.O. Box 280

City: Eden State: GA Zip Code: 31307

Property Location: 890 South Laurel Circle

Proposed Road Access: South Laurel Circle

Present Zoning of Property: AR 1 Proposed Zoning: AR 2

Tax Map-Parcel #: 303-12 Total Acres: 17.91 Acres to be Rezoned: 1

Lot Characteristics: Residential/Pasture

WATER

☑ Private Well

Public Water System

If public, name of supplier:

SEWER

☑ Private Septic System

Public Sewer System

Justification for Rezoning Amendment: proposed lot smaller than 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.

Pasture

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.

Residence

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?

No change to 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 7-5-22
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

12/28/2030, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 779 page 785.

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

James F. Moore

Print Name

James F. Moore

Owner’s signature

Print Name

Owner’s signature

Print Name

Sworn and subscribed before me this 25th day of July, 2022.

Kathleen Erin Dunnigan
Notary Public, State of Georgia

Rev 01/13/2022
AUTHORIZATION OF PROPERTY OWNER

I, ______James F. Moore__________, 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: ______Tammy Y. Green__________

Applicant/Agent Address: ______PO Box 280__________

City: ______Eden__________ State: ______GA__________ Zip Code: ______31307__________

Phone: ______912-748-5107__________ Email: 

Owner's signature: ______James F. Moore__________

Print Name: ______James F. Moore__________

Personally appeared before me ______James F. Moore__________ (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 ______5th__________ day of ______July__________, 20___

Kathleen Erin Dunnigan
Notary Public, State of Georgia
SECURITY DEED

THIS Deed is made on 12/28/2020, between the Grantor, JAMES F MOORE

(herin "Borrower"), and the Grantee, Georgia Heritage Federal Credit Union, a corporation organized and existing under the laws of Georgia, whose address is 1085 W. Lathrop Ave, Savannah, GA 31415 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. $15,000.00, which indebtedness is evidenced by Borrower's note dated 12/28/2020 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 1/15/2027.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed to Secure Debt; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of Effingham, State of Georgia:
which has the address of 390 S. LAUREL CIRCLE (Street) GEORGIA 31307 (herein "Property Address"),

EDEN (City) 31307 (Zip Code)

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Deed; and all of the foregoing, together with said property (or the leasehold estate if this Deed is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may accrue during the term of the Deed or any other encumbrances of the Property. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior security deed, mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.
Upon payment in full of all sums secured by this Deed, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Deeds to Secure Debt; Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any security deed, mortgage, deed of trust or other security agreement with a lien which has priority over this Deed, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", flood and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any security deed, mortgage, deed of trust or other security agreement with a lien which has priority over this Deed.

in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed is on a leasehold. If this Deed is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property; or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any security deed, mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original
Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed, but does not execute the Note, (a) is co-signing this Deed only to grant and convey that Borrower's interest in the Property to Lender under the terms of this Deed, (b) is not personally liable on the Note or under this Deed, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed or the Note without that Borrower's consent and without releasing that Borrower or modifying this Deed as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed shall be given by delivering it or by mailing such notice by First Class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by First Class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed. In the event that any provision or clause of this Deed or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed or the Note which can be given effect without the conflicting provision, and to the extent that the provisions of the Deed and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender, Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Deed. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Deed.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Deed. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Deed without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed, including the covenants to pay when due any sums secured by this Deed, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed to be immediately due and
payable without further demand and may invoke the power of sale herein granted (and Borrower hereby appoints Lender the agent and attorney-in-fact for Borrower to exercise said power of sale) and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 12 hereof and shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Lender, without further demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Lender may determine. Lender or Lender's designee may purchase the Property at any sale.

Lender shall deliver to the purchaser Lender's deed to the Property in fee simple and Borrower hereby appoints Lender Borrower's agent and attorney-in-fact to make such conveyance. The recitals in the Lender's deed shall be prima facie evidence of the truth of the statements made therein. Borrower covenants and agrees that Lender shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed; and (c) the excess, if any, to the person or persons legally entitled thereto. The power and agency hereby granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of said indebtedness as provided by law.

If the Property is sold pursuant to this paragraph 17, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at such sale. If possession is not surrendered, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with applicable law.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed or (ii) entry of a judgment enforcing this Deed if: (a) Borrower pays Lender all sums which would be then due under this Deed and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Deed, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed shall continue unimpaired. Upon such payment and cure by Borrower, this Deed and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Deed, Lender shall cancel this Deed without charge to Borrower. Borrower shall pay all costs of recordation, if any.


22. Assumption Not a Novation. Lender's acceptance of an assumption of the obligations of this Deed and the Note, and any release of Borrower in connection therewith, shall not constitute a novation.

23. Deed to Secure Debt. This conveyance is to be construed under the existing laws of the State of Georgia as a security deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.
REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR SECURITY DEEDS, MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any security deed, mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Deed to give Notice to Lender, at Lender's address set forth on page one of this Security Deed, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed and sealed this Deed.

Signed, sealed and delivered in the presence of:

X
Lance Wright
Witness

X
JAMES F MOORE
Borrower
(Seal)

X
Witness

X
Borrower
(Seal)

X
Witness

X
Borrower
(Seal)

X
Witness

X
Borrower
(Seal)

Georgia Heritage FCU
Loan Originator Organization
Cathy Pompei
Loan Originator

Kimberly Keen
Notary Signature
Notary Public, Chatham County, Georgia

Kimberly Keen
NOTARY PUBLIC
Chatham County, GEORGIA
My Comm. Expires 05/15/2021
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE 1559TH G. M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA, CONSISTING OF 17.91 ACRES AND BEING DESIGNATED AS PARCEL ONE (1) ON A MAP OR PLAT PREPARED BY LAMAR REDDICK, SURVEYOR, DATED NOVEMBER 15, 1983 AND RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA, IN PLAT RECORD BOOK 13, PAGE 207, TO WHICH EXPRESS REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

PARCEL ID(S): 03030012

BEING PREVIOUSLY CONVEYED BY WARRANTY DEED FROM PROGRESSIVE PROPERTIES TO JAMES F. MOORE, DATED 04/06/1984, AND RECORDED ON 04/16/1984 AT DOCUMENT REFERENCE 217/432 IN EFFINGHAM COUNTY, GEORGIA.
NOTE: SUBJECT PROPERTY IS A
DIVISION OF MAP & PARCEL 0303
0012 OF THE EFFINGHAM COUNTY
TAX ASSESSORS FILE.
APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY
ZONING ADMINISTRATOR.
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
3/16/2010, THIS PROPERTY IS LOCATED IN "ZONE X", (OUTSIDE
THE 500 YEAR FLOODPLAIN)
ZONING ADMINISTRATOR DATE

MINOR SUBDIVISION

PARCEL 1
03030012
JAMES F MOORE
16.75 ACRES REMAINING
145.40 10.78
N-53 38 35.E 705.55
N-53 38 35.E 705.55
N-68 26 58.E 235.00
N-68 26 58.E 235.00

PARCEL 2
1/8 ACRES
N-52 45 00.S 987.20
N-52 45 00.S 987.20
N-68 26 58.E 235.00
N-68 26 58.E 235.00

REFERENCE:
P9-28 PAGE 186
PC08 889 B

A FAMILY SURVEY FOR
TAMMY GREEN
SURVEY OF 1.16 ACRES
DIVIDED FROM A 17.91 ACRE
TRACT (03030012) LANDS OF
JAMES F MOORE
LOCATED IN THE 1559TH, G.M.D.
EFFINGHAM COUNTY, GEORGIA
SURVEYED 26 JUNE 2022
PLAT DRAWN 28 JUNE 2022
TORN ON JUNE 2022
August 16, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
    Tammy Green
    390 S. Laurel Circle, Springfield
    Pin: 303-12
    Total Acres: 17.91 Acres to be rezoned: 1.0

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
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 Tammy Y. Green as Agent for James F. Moore – (Map # 303 Parcel # 12) from AR-1 to AR-2 zoning.

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

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

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

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

Yes ☐ Yes ☒  7. Are nearby residents opposed to the proposed zoning change?

Yes ☒  Yes ☐  8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – August 15, 2022
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

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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

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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
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 6, 2022
Item Description: Tammy Y. Green as Agent for James F. Moore requests to rezone 1.16 of 17.91 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 390 South Laurel Circle. Map# 303 Parcel# 12

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 1.16 of 17.91 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 create a 1.16-acre home site for a family member.
- As the proposed home site will be less than 5 acres, it does not meet the minimum size requirement for AR-1, and must be rezoned.
- At the August 15, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request to rezone 1.16 of 17.91 acres from AR-1 to AR-2, with the follow 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 Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request to rezone 1.16 of 17.91 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.

2. Deny the request to rezone 1.16 of 17.91 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. 303-12
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 303-12
AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS TAMMY Y. GREEN AS AGENT FOR JAMES F. MOORE 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 303-12, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on September 6, 2022 and notice of said hearing having been published in the Effingham County Herald on August 17, 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 July 27, 2022; and

IT IS HEREBY ORDAINED THAT one (1) +/- acre; map and parcel number 303-12, located in the 1st 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
Staff Report

Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 6, 2022

Item Description: Melinda Moser requests to rezone 2 of 30 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 4208 Courthouse Road. Map# 324 Parcel# 59

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2 of 30 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. As the proposed home site will be less than 5 acres, it does not meet the minimum size requirement for AR-1, and must be rezoned.
- The applicant wishes to subdivide a 2-acre home site with Courthouse Road frontage.
- Adjacent R-1 parcels were subdivided from the parent tract in September, 2005. R-1 requires stick built homes. AR-2 permits manufactured housing as well as stick built.
- At the August 15, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request to rezone 2 of 30 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 Brad Smith, and carried unanimously.

Alternatives
1. Approve the request to rezone 2 of acres from AR-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the 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.

2. Deny the request to rezone 2 of 30 acres 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: 6/28/22

Applicant/Agent: melinda V. Moser

Applicant Email Address: 

Phone #912-414-7223

Applicant Mailing Address: 4208 Courthouse Rd.

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: 

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): 

Phone # 

Owner's Mailing Address: 

City: ________________________ State: ______ Zip Code: ________________

Property Location: 4208 Courthouse Road, Guyton

Proposed Road Access: Courthouse Road


Tax Map-Parcel #324-59 Total Acres: #30 Acres to be Rezoned: 2

Lot Characteristics: 

WATER

✓ Private Well

✓ Private Septic System

____ Public Water 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 R-1

Rev 01132022
1. Describe the current use of the property you wish to rezone.

   homesite

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

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

   home site

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?

   nothing changes, it's staying residential.

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

   no

Applicant Signature: Melinda L. Mesar  Date 6-28-22
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 25, 2019

on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2502 page 849.

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

Owner’s signature ______________________________
Print Name ______________________________

Owner’s signature ______________________________
Print Name ______________________________

Owner’s signature ______________________________
Print Name ______________________________

Sworn and subscribed before me this ______ day of ______, 20____.

______________________________
Notary Public, State of Georgia
CONSORTION DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 23rd day of June, 2019, between MELINDA V. MOSER of the FIRST PART, and MELINDA V. MOSER 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 remises, release, and forever QUIETCLAIM 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 tract or parcel of land situate, lying and being in the 10th G.M. District of Effingham County, Georgia, containing Twenty-Nine and Ninety-Six Hundredths (29.96) acres, more or less, as shown on the plat thereof hereinafter referred to. Said parcel of land being irregular in shape and being bounded on the Northeast by lands now or formerly of Richard Ulmer; on the Southeast by lands now or formerly of AE Savannah Properties, LLC; on the South-Southeast by the right-of-way of Court House Road; on the Southwest by lands now or formerly of Parr, et al, and on the Northwest by lands now or formerly of Luvern Vandiver.

Express reference is hereby made to the plat of said lands made by Adolph N. Michelson, R.I.S., #1323, dated September 24, 2016 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 28, Page 406 for better determining the metes and bounds of said lands herein conveyed.

This being the same property conveyed by deed from Luvern M. Vandiver to Melinda V. Moser dated June 14, 1994 and recorded in said Clerk’s Office in Deed Book 361, Page 157 and by deed of assent from Margaret Yvonne Hawkins and Marvin K. Vandiver as Executor of the Last Will and Testament of Luvern M. Vandiver, deceased, to Melinda V. Moser dated December 17, 2018 and recorded in said Clerk’s Office in Deed Book 2502, Page 849.

The purpose of this deed is to combine said properties into one parcel of land as shown on said plat above referred to.

SUBJECT, to restrictive covenants and easements of record.

TO HAVE AND TO HOLD the said described real estate to the said SECOND PARTY so that neither the FIRST PARTY nor her heirs, executors, administrators or assigns, nor any person claiming under them shall at any time, by any means, have claim or demand or right or title to the aforesaid real estate or appurtenances, or right thereof.

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.

Melinda V. Moser
(SEAL)

Signed, sealed and delivered in the presence of:

Unofficial Witness

Official Witness - Notary Public
August 16, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
   Melinda V. Maser
   4208 Courthouse Road, Guyton GA 31312
   Pin: 324-59
   Total Acres: 30 Acres to be rezoned: 2.0

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
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   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.
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Environmental Health County Manager
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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL [X] DISAPPROVAL

Of the rezoning request by applicant Melinda Moser – (Map # 324 Parcel # 59) 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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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 — August 15, 2022
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL [X] DISAPPROVAL ___

Of the rezoning request by applicant Melinda Moser – (Map # 324 Parcel # 59) 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 “spct 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?
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 Melinda Moser – (Map # 324 Parcel # 59) 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 “spct 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: September 6, 2022

Item Description: Melinda Moser requests to rezone 2 of 30 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 4208 Courthouse Road. Map# 324 Parcel# 59

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2 of 30 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. As the proposed home site will be less than 5 acres, it does not meet the minimum size requirement for AR-1, and must be rezoned.
- The applicant wishes to subdivide a 2-acre home site with Courthouse Road frontage.
- Adjacent R-1 parcels were subdivided from the parent tract in September, 2005. R-1 requires stick built homes. AR-2 permits manufactured housing as well as stick built.
- At the August 15, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request to rezone 2 of 30 acres from AR-1 to AR-2, with the follow 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 Brad Smith, and carried unanimously.

Alternatives
1. **Approve** the request to rezone 2 of acres from AR-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the 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.

2. **Deny** the request to rezone 2 of 30 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.
324-59
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
324-59

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 MELINDA MOSER has filed an application to rezone two (2) +/- acres; from AR-1 to AR-2 to allow for the creation of a home site; map and parcel number 324-59, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on September 6, 2022 and notice of said hearing having been published in the Effingham County Herald on August 17, 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 July 27, 2022; and

IT IS HEREBY ORDAINED THAT two (2) +/- acres; map and parcel number 324-59, located in the 1st 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 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
Staff Report

Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 6, 2022

Item Description: Israel Daniel Paez request to rezone .97 acres from AR-2 to AR-1 to allow for a combination of parcels. Located on Floyd Avenue. Map# 296 Parcel# 16

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone .97 acres from AR-2 to AR-1 to allow for a combination of parcels, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to combine the .97 acres with an adjacent 14.4-acre, AR-1 parcel (296-17), which is in CUVA (2013).
- The combination will create frontage for the combined parcel on Floyd Ave.
- At the August 15, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone .97 acres from AR-2 to AR-1, with the follow conditions:
  1. The newly created lot shall meet the requirements of the AR-1 zoning district.
  2. A recombination plat must be approved by Development Services and be recorded, before the rezoning can take effect.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives
1. Approve the request to rezone .97 acres from AR-2 to AR-1, with the following conditions:
   1. The newly created lot shall meet the requirements of the AR-1 zoning district.
   2. A recombination plat must be approved by Development Services and be recorded, before the rezoning can take effect.

2. Deny the request to rezone .97 acres from AR-2 to AR-1.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Aerial photograph
5. Deed
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 7/6/22

Applicant/Agent: Israel Daniel Parz

Applicant Email Address: danny@autoperectioncollison.com

Phone #: (912) 844-3366

Applicant Mailing Address: 610 Floyd Ave

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known):

Phone #

Owner’s Mailing Address:

City: State: Zip Code:

Property Location: 610 Floyd Ave

Proposed Road Access: Floyd Ave


Tax Map-Parcel #296-16 Total Acres: .97 Acres to be Rezoned: .97

Lot Characteristics: Vacant

WATER

Private Well

Public Water System

If public, name of supplier:

SEWER

Private Septic System

Public Sewer System

Justification for Rezoning Amendment: Combination with 296-17 for CUNA, zoning must be compatible.

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.

   **Vacant**

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.

   **Combine with adjacent lot.**

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

   **Ag-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 to 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: 7/6/22
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 8/17/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2019, page 510-520.

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: Isaiah Daniel Pace

Owner’s signature

Print Name

Owner’s signature

Print Name

Sworn and subscribed before me this 16th day of July, 2020.

Kathleen Erin Dunnigan
Notary Public, State of Georgia
SECURITY DEED

MIN: 100319283200401830

MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated AUGUST 17, 2020, together with all Riders to this document.

(B) "Borrower" is Israel Daniel Paez a married person Monica Dolores Paez husband and wife

Borrower is the grantor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is RENASANT BANK

Lender is a MISSISSIPPI CORPORATION

organized and existing under the laws of MISSISSIPPI

Lender's address is 2001 PARK PLACE NORTH, STE 150, BIRMINGHAM, ALABAMA 35203

(E) "Note" means the promissory note signed by Borrower and dated AUGUST 17, 2020.

The Note states that Borrower owes Lender FIVE HUNDRED TEN THOUSAND AND 00/100

Dollars (U.S. $ 510,000.00) plus interest.
Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 1, 2050.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify] Acknowledgment Waiver Rider

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverage described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.
TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY of Effingham

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

which currently has the address of

610 Floyd Avenue

[Street]

Guyton, Georgia 31312

[City] [State] [Zip Code]

("Property Address")

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check,
Item XVI. 5.

 treasurer’s check or cashier’s check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note. If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the “Funds”) to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called “Escrow Items.” At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees, and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay any Funds for the Funds for Escrow Items unless Lender waives Borrower’s obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower’s obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower’s obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section
15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to charge such a fee. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender’s opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender’s right to disapprove Borrower’s choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of
any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender’s option and Borrower’s expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower’s equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender’s right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender’s security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender’s satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender’s security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower’s rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower’s rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower’s principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower’s principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower’s control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from
deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower’s obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower’s Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower’s knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower’s occupancy of the Property as Borrower’s principal residence.

9. **Protection of Lender’s Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender’s interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender’s interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property (as set forth below). Lender’s actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys’ fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, making repairs, replacing doors and windows, draining water from pipes, and eliminating building or other code violations or dangerous conditions. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable,
notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender’s requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower’s obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower’s payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer’s risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer’s risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender’s security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender’s satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender’s security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount
of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the
absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower’s acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower’s notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower’s change of address. If Lender specifies a procedure for reporting Borrower’s change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender’s address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word “may” gives sole discretion without any obligation to take any action.

17. Borrower’s Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender’s prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, Instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an
Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower’s breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale granted by Borrower and any other remedies permitted by Applicable Law. Borrower appoints Lender the agent and attorney-in-fact for Borrower to exercise the power of sale. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys’ fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Lender, without further demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Lender determines. Lender or its designee may purchase the Property at any sale.

Lender shall convey to the purchaser indefeasible title to the Property, and Borrower hereby appoints Lender Borrower’s agent and attorney-in-fact to make such conveyance. The recitals in the Lender’s deed shall be prima facie evidence of the truth of the statements made therein. Borrower covenants and agrees that Lender shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys’ fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The power and agency granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of debt as provided by Applicable Law.

If the Property is sold pursuant to this Section 22, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security
Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.


25. Assumption Not a Novation. Lender's acceptance of an assumption of the obligations of this Security Instrument and the Note, and any release of Borrower in connection therewith, shall not constitute a novation.

26. Security Deed. This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

BORROWER ACCEPTS AND AGREES to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

Signed, sealed and delivered in the presence of:

[Signatures]

Unofficial Witness

[Seal]

Israel Daniel Paez - Borrower

[Seal]

Monica Dolores Paez - Borrower

Notary Public, __________ County

[Seal]

Loan Originator: Tracey Burdette, NMLS ID 411399
Loan Originator Organization: RENASANT BANK, NMLS ID 402669
ACKNOWLEDGMENT AND WAIVER OF BORROWER'S RIGHTS RIDER

THIS ACKNOWLEDGMENT AND WAIVER OF BORROWER'S RIGHTS RIDER is made this 17th day of AUGUST, 2020, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to RENASANT BANK, A MISSISSIPPI CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

610 Floyd Avenue, Guyton, Georgia 31312
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to the following:

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREBIN TO LENDER TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THE SECURITY DEED; (2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED IN THE SECURITY DEED; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THE SECURITY DEED AND THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID SECURITY DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THE SECURITY DEED; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE FORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED FOR LOAN TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE SECURITY DEED.
READ AND AGREED BY GRANTOR:

_________________________________________  [Space Below This Line For Acknowledgment]

Signed, sealed and delivered on this __________ day of __________ in the presence of:

______________________________    ______________________________
Unofficial Witness                  Notary Public, State of Georgia

______________________________
Printed Name:

______________________________
My commission expires: __________

______________________________
Israel Daniel Paez -Borrower

______________________________
Monica Dolores Paez -Borrower
CLOSING ATTORNEY'S AFFIDAVIT

Before the undersigned attesting officer personally appeared the undersigned closing attorney, who, having been first duly sworn according to law, states under oath as follows:

In closing the above loan, but prior to the execution of the Security Deed and "Acknowledgment and Waiver of the Borrower's Rights" by the Borrower(s), I or a representative of the firm reviewed with and explained to the Borrower(s) the terms and provisions of the Security Deed and particularly the provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under a power of sale, together with the "Acknowledgment and Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Borrower(s) of Borrower's rights. After said review with and explanation to Borrower(s), Borrower(s) executed the Security Deed and "Acknowledgment and Waiver of Borrower's Rights."

Based on said review with and explanation to the Borrower(s), it is my opinion that Borrower(s) knowingly, intentionally and willingly executed the waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

Sworn and subscribed before me this day of 8. 2020

[Signature]
Notary Public

[Signature]
McNamara Jackson PC Closing Attorney
EXHIBIT "A"

All those two certain lot, tracts or parcels of land situate, lying and being in the 10th GM District of Effingham County, Georgia, and being known and designated as Tract 1-A containing 0.97 of an acre, more or less, and Tract 1 containing 14.40 acres, more or less. Said two parcels of land lying and adjoining and contiguous and as a whole being bounded on the North by lands of Galbreath and by lands of Wallace; on the East by lands of Galbreath, by lands of Wallace and by Floyd Avenue; on the South by Tract 2-A and Tract 2; and on the West by a pond area.

Express reference is made to a plat of said lands shown on a map or plat recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Cabinet A, Page 41. Said map or plat is incorporated herein by specific reference for a more complete description of the property herein conveyed.

Subject, however, to the existing access road shown on said plat, which crosses said lands above described, leading to the pond area, which existing access road FIRST PARTIES reserve unto themselves, their heirs and assigns for the purpose of ingress and egress to said pond area, over and across said existing access road.

Cabinet A 141 / B
August 16, 2022

Effingham County Zoning Board  
Springfield, GA 31329

Re: Rezoning Amendment  
Israel Daniel Paez  
610 Floyd Ave, Guyton, GA 31312  
Pin: 296-16  
Total Acres: 0.97 Acres to be rezoned: 0.97

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-2 to AR-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Darrell M. O’Neal, MPA
Environmental Health County Manager
Effingham County Health Department
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 **Israel Daniel Paez** – (Map # 296 Parcel # 16) from **AR-2** to **AR-1** zoning.

Yes [ ] 1. Is this proposal inconsistent with the county’s master plan?

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

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

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

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

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

Yes [ ] 7. Are nearby residents opposed to the proposed zoning change?

Yes [ ] 8. Do other conditions affect the property so as to support a decision against the proposal?
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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 Israel Daniel Paez – (Map # 296 Parcel # 16) from AR-2 to AR-1 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 [ ] 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 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?
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 Israel Daniel Paez – (Map # 296 Parcel # 16) from AR-2 to AR-1 zoning.

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

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

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

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

Yes  No?  5. Does the proposed change constitute “spor 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 Israel Daniel Paez – (Map # 296 Parcel # 16) from AR-2 to AR-1 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – August 15, 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:

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

Of the rezoning request by applicant \textbf{Israel Daniel Paez} – (Map # 296 Parcel # 16) from \textbf{AR-2} to \textbf{AR-1} zoning.

Yes \ding{55} No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes \ding{55} No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes \ding{55} 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 \ding{55} No ? 4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes \ding{55} 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 \ding{55} No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes \ding{55} No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes \ding{55} 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: September 6, 2022

Item Description: Israel Daniel Paez request to rezone .97 acres from AR-2 to AR-1 to allow for a combination of parcels. Located on Floyd Avenue. Map# 296 Parcel# 16

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone .97 acres from AR-2 to AR-1 to allow for a combination of parcels, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to combine the .97 acres with an adjacent 14.4-acre, AR-1 parcel (296-17), which is in CUVA (2013).
- The combination will create frontage for the combined parcel on Floyd Ave.
- At the August 15, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone .97 acres from AR-2 to AR-1, with the follow conditions:
  1. The newly created lot shall meet the requirements of the AR-1 zoning district.
  2. A recombination plat must be approved by Development Services and be recorded, before the rezoning can take effect.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives
1. Approve the request to rezone .97 acres from AR-2 to AR-1, with the following conditions:
   1. The newly created lot shall meet the requirements of the AR-1 zoning district.
   2. A recombination plat must be approved by Development Services and be recorded, before the rezoning can take effect.

2. Deny the request to rezone .97 acres from AR-2 to AR-1.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments: 1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 296-16
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 296-16
AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS ISRAEL DANIEL PAEZ has filed an application to rezone ninety-seven hundredth (.97) +/- acres; from AR-2 to AR-1 to allow for the combination of parcels; map and parcel number 296-16, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on September 6, 2022 and notice of said hearing having been published in the Effingham County Herald on August 17, 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 July 27, 2022; and

IT IS HEREBY ORDAINED THAT ninety-seven hundredth (.97) +/- acres; map and parcel number 296-16, located in the 3rd commissioner district is rezoned from AR-2 to AR-1, with the following conditions:

1. The newly created lot shall meet the requirements of the AR-1 zoning district.
2. A recombination plat must be approved by Development Services and be recorded, before the rezoning can take effect.

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

This _____ day of ______________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: WESLEY CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: _____________

STEPHANIE JOHNSON
COUNTY CLERK
Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 6, 2022

Item Description: Colby & Carol Stone request to rezone 1 of 75.45 acres from AR-1 to AR-2, to allow for the separation of a home site. Located at 2414 Corinth Church Road. Map# 336 Parcel# 16

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 1 of 75.45 acres from AR-1 to AR-2, to allow for the separation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to create a minor subdivision. Tract #2 has an existing dwelling and will be separated as a 1-acre home site. Tract #2 will be less than 5 acres, and therefore must be rezoned.
- The remaining acreage is in CUVA (2021).
- At the August 15, 2022 Planning Board meeting, Peter Higgins made a motion to approve the request to rezone 1 of 75.45 acres from AR-1 to AR-2, with the follow 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 1 of 75.45 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.
2. Deny the request to rezone 1 of 75.45 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. Aerial photograph
5. Deed
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 6-30-22

Applicant/Agent: Colby Stone / Carol Stone

Applicant Email Address: randycarl @ bellsouth.net

Phone #: 912-643-3854

Applicant Mailing Address: 105 Bluffside Cr

City: Savannah State: GA Zip Code: 31407

Property Owner, if different from above:

Owner's Email Address (if known):

Phone #

Owner’s Mailing Address:

City: State: Zip Code:

Property Location: 2414 Corinth Church Rd

Proposed Road Access: Present already - Corinth Church Rd

Present Zoning of Property: AR 1 Proposed Zoning: AR 2

Tax Map-Parcel #: 330-110 Total Acres: 75.45 Acres to be Rezoned: 1

Lot Characteristics: Flat / Cleared / Square

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 01132022
1. Describe the current use of the property you wish to rezone.

   vacant house

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.

   Selling

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

   residential properties/similar

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?

   Rezoning will not change anything other than existing house being 4 acre and existing property not being rezoned will have future property owner's house.

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, house is already similar to all adjacent properties

Applicant Signature: [Signature]  Date 6/22/22
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 5-9-2022, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2782, page 747-762.

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 Colby Stone

Owner's signature ____________________________
Print Name Carol L Stone

Owner's signature ____________________________
Print Name ____________________________

Sworn and subscribed before me this 24 day of June, 2022.

Notary Public, State of Georgia

Rev 01132022
STATE OF GEORGIA
COUNTY OF Effingham

DEED TO SECURE DEBT, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT

THIS DEED TO SECURE DEBT, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT made the 28th day of April, 2022, by and between

***Colby Thomas Stone & Carol L. Stone***

of Chatham County, Georgia (hereinafter referred to as "Grantor"), and BANK OF NEWINGTON, a Georgia corporation having an address of P. O. Box 68, Newington, Georgia 30446 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is justly indebted to Grantee in the sum of

***Three Hundred Twelve Thousand Dollars and Zero Cents***

DOLLARS ($ 312,000.00 ) in lawful money of the United States of America, or, if this instrument is a construction mortgage, so much of said sum as may be advanced, and has agreed to pay the same, with interest thereon, according to the terms of a certain Note (the "Note") given by Grantor to Grantee, of even date herewith, with final payment being due on 4/28/2032.

NOW, THEREFORE, in consideration of the premises and of the sum hereinabove set forth, Grantor has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee the following property (the "Property"), to-wit:

2414 Corinth Church Rd
Clyo Ga 31305

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

TOGETHER WITH, all and singular, the improvements, fixtures, casements, hereditaments, rights, members and appurtenances thereunto belonging or in anywise appertaining, including, without limitation, the buildings and improvements now or hereafter erected thereon, and the fixtures, attachments, appliances, equipment, machinery and other articles affixed or attached to said buildings and improvements including, without limitation, all building materials, electrical, plumbing, heating and air conditioning systems, all built-in appliances, cabinets and lighting fixtures (the "Improvements"), and
all minerals, shrubs, trees or other emblems now or hereafter on said Property or under or above the same or any part or parcel thereof, and all leasehold estates, usufructuary interests, and rights of Grantor in the Property, and all rights of Grantor as Lessor or Landlord under any lease or sublease letting or demising all or any portion of the Property or Improvements, including, without limitation, the interest of Grantor in all rents and security deposits paid or to be paid thereunder; and

TOGETHER WITH, all rights or claims of Grantor with respect to the proceeds of insurance which Grantor now has or may hereafter acquire on the Property and Improvements and any and all awards made for the taking by eminent domain, by any proceeding or purchase in lieu thereof, of the whole or any part of the Property and Improvements; and if this is a construction mortgage, all right, title and interest of Grantor in and to all construction materials and equipment.

TO HAVE AND TO HOLD all of the Property, Improvements, property rights, leases, contract rights, and claims (all of which are collectively referred to as the "Premises") to the use, benefit and behoof of the Grantee, forever, in fee simple.

Grantor warrants that Grantor has good title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that the Premises are unencumbered except as may be herein expressly provided; and the Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

This instrument is a deed passing legal title pursuant to the laws of the State of Georgia governing loan or security deeds and security agreements and is not a mortgage, as "mortgage" is defined for the purposes of the real property law of the State of Georgia, but does constitute a "construction mortgage" as defined in O.C.G.A. Section 1-19-334(h) if any proceeds of the Note are used for the construction of any Improvements, and is made and intended to secure the payment of the indebtedness evidenced by the Note or any modifications, extensions or renewals thereof and by any Guaranty from Grantor to Grantee, and to secure the performance of all obligations of Grantor under this deed, and any loan application, commitment letter, guaranty, loan agreement or other agreement now existing or hereafter made between Grantor and Grantee (all of which) documents being sometimes collectively described herein as the "Loan Documents"); and to secure the payment of any and all other indebtedness, liabilities and demands now owing or which may hereafter be owing by Grantor to Grantee, now existing or hereafter coming into existence, however and whenever incurred or evidenced, whether express or implied, direct or indirect, absolute or contingent, or due or to become due. All of the foregoing secured hereby are collectively described herein as the "Secured Indebtedness."

AND GRANTOR FURTHER COVENANTS AND AGREES WITH GRANTEE as follows:

1. Payment of Secured Indebtedness.

Grantor shall pay to Grantee the Secured Indebtedness with interest thereon as provided in the Note, the Loan Documents and this deed.

2. Payment of Other Items.

Grantor shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Grantee in the Premises or the obligations secured hereby; (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in Article 3 herein, (c) premiums on all collateral pledged life insurance policies, if any; (d) premiums for mortgage insurance, if this deed and the Note are so insured; and (e) ground rents or other lease rentals, if any, payable by Grantor. Grantor shall promptly deliver to Grantee receipts showing payment in full of all of the above items. Upon notification from Grantee, Grantor shall pay to Grantee, together with and in addition to the payments of principal and interest payable under the Note, on the installment-paying dates

(Grantor Initials)
of the Note, until said Note is fully paid or until notification from Grantee to the contrary, an amount reasonably sufficient (as estimated by Grantee) to provide Grantee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Grantee will have sufficient funds on hand to pay same thirty (30) days before the date on which they become past due. In no event shall Grantee be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. Grantor shall furnish to Grantee, at least thirty (30) days before the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Grantee shall pay said charges to the extent of the then unused credit therefor as and when they become severally due and payable. An official receipt therefore shall be conclusive evidence of such payment and of the validity of such charges. Grantee may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall be immediately due and payable to Grantee and bear interest at the rate set forth in the Note from the date of advancement. Grantee may apply credits held by it for the above charges, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount so paid or applied. The amount of the existing credit hereunder at the time of any transfer of the Premises shall, without assignment thereof, inure to the benefit of the successor-owner of the Premises and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

3. **Insurance.**

   a. Grantor shall keep the Premises insured for the benefit of Grantee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attendant a strike, civil commotion, aircraft, vehicles and smoke and such other hazards as Grantee may from time to time require, all in amounts approved by Grantee not exceeding 100% of full insurable value; all such insurance shall be written in form and by companies approved by Grantee; and regardless of the types or amounts of insurance required and approved by Grantee, Grantor shall assign and deliver to Grantee, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Grantee, without contribution by Grantee, pursuant to the New York Standard or other mortgagee clause satisfactory to Grantee. If Grantee, by reason of such insurance, receives any money for loss or damage, such amount may, at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantor for the repair or replacement of the Premises or any part thereof, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see to the proper application of any amount paid over to Grantor.

   b. Not less than ten (10) days prior to the expiration date of each policy of insurance required of Grantor hereunder, and of each policy of insurance held as additional collateral to secure the Secured Indebtedness, Grantor shall deliver to Grantee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Grantee.

4. **Maintenance and Inspection.**

Grantor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. Grantor shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this deed, which may be affected by a proceeding of the character referred to in Article 7 herein. No part of the Premises, including but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, now or hereafter conveyed as security by or pursuant to this deed, shall be removed, demolished or materially altered without the prior written consent of Grantee. Grantor shall complete, within a reasonable time, and pay for any building, structure or other
improvement at any time in the process of construction on the Property. Grantee shall not initiate, join in, or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof without Grantor's prior written consent. Grantee and any persons authorized by Grantee shall have the right to enter and inspect the Premises at all reasonable times, and access thereto shall be permitted for that purpose.

5. **Leases and Assignments of Rents.**

Grantor shall faithfully perform the covenants of Grantor as lessor under any present and future leases, affecting all or any portion of the Premises, and neither do, nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them, or which may diminish or impair their value, or the rents provided for therein, or the interest of Grantor or Grantee therein or thereunder. Grantor, without first obtaining the written consent of Grantee thereto, shall not (a) assign the rents, or any part thereof, from the Premises, (b) consent to the cancellation or surrender of any lease of the Premises, or any part thereof, now existing or hereafter to be made, (c) modify any such lease so as to shorten the unexpired term thereof, or so as to decrease the amount of the rent payable thereunder, or (d) collect rents from the Premises for more than one month in advance. Grantor shall procure and deliver to Grantee at the time of executing this deed, or any time within thirty (30) days after notice and demand, estoppel letters or certificates from each lessee, tenant or occupant in possession of the Premises, as required by, and in form and substance satisfactory to, Grantee and deliver to Grantee a recorded assignment of all of the lessor's interest in said leases, in form and substance satisfactory to Grantee (in addition to the conveyance hereunder), and proof of due service of a copy of said assignment on each lessee, either personally or by prepaid registered mail, return receipt requested.

Grantor hereby absolutely assigns and transfers to Grantee all the rents, issues and profits of the Premises, and hereby gives to and confers upon Grantee the right, power and authority to collect such rents, issues and profits. Grantor irrevocably appoints Grantee its true and lawful attorney-in-fact, at the option of Grantee at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Grantor or Grantee, for all such rents, issues and profits and apply the same to the Secured Indebtedness; provided, however, that Grantor shall have the right to collect such rents, issues and profits (but not more than one month in advance) prior to the occurrence of any event of default under this deed. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise.

6. **Additional Documentation.**

Grantor shall execute and deliver (and pay the costs of preparation and recording thereof) to Grantee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, security deeds, security agreements, financing statements, assignments, and renewal and substitution notes and guaranties, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Grantee to all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this deed, and all extensions or modifications thereof. Grantor, upon request, shall certify by a writing, duly acknowledged, to Grantee or to any proposed assignee of this deed, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness. within five (5) days in case the request is made personally, or within ten (10) days after the mailing of such request in case the request is made by mail.

7. **Condemnation.**

In the event all or any part of the Premises is taken by eminent domain by any public or quasi-public authority or corporation, or in the event all or any portion of the Premises is purchased from Grantor under threat of such taking, then all of the award or payment arising from said taking or purchase shall be paid to Grantee. Grantee shall have the right to retain and apply said award or payment toward
payment of the Secured Indebtedness, or to pay over said amount, in whole or in part, to Grantor, but Grantee shall not be obligated to see to the application of any amount paid over to Grantor. If prior to the receipt by Grantee of such award or payment, the Premises shall have been sold through foreclosure of this deed, Grantee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this deed shall have been sought or recovered or denied, plus reasonable attorney's fees in the amount of fifteen percent (15%) of the aggregate amount due hereunder and all costs and disbursements incurred by Grantee in connection with the collection of such award or payment.

8. **Security Agreement.**

Grantor hereby grants to Grantee a Security Interest in all fixtures, including without limitation any and all property of similar type or kind hereafter affixed to or incorporated in the Property and all accessions thereto, for the purpose of securing the Secured Indebtedness. All covenants and obligations of Grantor contained herein relating to the Premises shall be deemed to apply to any fixtures. This deed constitutes a Security Agreement as that term is used in the Uniform Commercial Code as enacted in the State of Georgia.

9. **Default.**

Upon the occurrence of any one or more of the following events (herein called an "Event of Default"), to-wit:

a. should Grantor fail to pay the Secured Indebtedness, or any part thereof, when and as the same shall become due and payable;
b. should any representation or warranty of Grantor herein contained, or contained in any instrument, transfer, conveyance, assignment or Loan Agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect;
c. should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the Premises is diminished except as provided for in Article 7 herein;
d. should any federal tax lien, or claim of lien for labor or material be filed of record against Grantor or the Premises and not be removed by payment or bond within thirty (30) days from date of recording;
e. should any claim of priority to this deed by title, lien or otherwise be asserted in any legal or equitable proceeding;
f. should Grantor make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Grantor or of any of Grantor's property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Grantor, pursuant to the United States Bankruptcy Code or any similar statute, be filed, or should Grantor be adjudicated a bankrupt or insolvent, or should Grantor, if a corporation or limited liability company, be liquidated or dissolved or its charter expire or be revoked, or, if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or allowed to expire;
g. should Grantor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this deed, or in the Note, or in any of the Loan Documents;
h. should any event occur under any instrument, deed or agreement, given or made by Grantor to or with Grantee or any third party, which would authorize the acceleration of any debt to Grantee or any such third party; or
i. should Grantor sell or transfer the Premises or any portion thereof or any interest therein without Grantee's prior written consent (except as permitted under Article 10 hereof);

then and thereupon:
(a) the Grantee may take possession of the Premises without the appointment of a receiver, or an application therefor, employ a managing agent of the Premises and let the same, either in its own name, or in the name of Grantor, and give notice to any lessees or tenants under any existing leases effecting the Premises to make all future payments directly to Grantee or its order and to attorn to Grantee or its order as lessor or landlord, and receive the rents, incomes, issues and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness, and Grantor will transfer and assign to Grantee, in form satisfactory to Grantee, Grantor's interest as lessor in any lease now or hereafter affecting the whole or any part of the Premises; and

(b) the Grantee may pay any sums in any form or any manner deemed expedient by Grantee to protect the security of this deed or to cure any Event of Default other than payment of interest or principal on the Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Grantee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate provided in the Note, shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Grantor; and Grantee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principle sum secured hereby or by Grantee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument; and

(c) the entire Secured Indebtedness shall immediately become due, payable and collectable, without notice to Grantor, regardless of maturity, and thereupon, Grantor may sell and dispose of the Premises at public auction, at the usual place for conducting sales at the courthouse in the county where the Premises or any part thereof may be located, to the highest bidder for cash, first advertising the time, terms and place of such sale by publishing a notice thereof once a week for four (4) consecutive weeks prior to the day of sale, but without regard for the number of days, in a newspaper in which sheriff's advertisements are published in said county, all other notice being hereby waived by Grantor; and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Premises in fee simple, which conveyance may contain recitals as to happening of the default upon which the execution of the power of sale, herein granted, depends, and said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Grantor, its agents, representatives, successors or assigns, may bid and purchase at such sale; and Grantor hereby constitutes and appoints Grantee or its assigns, as agent and attorney-in-fact to make such recitals, sale and conveyance, and all of the acts of such attorney-in-fact are hereby ratified, and Grantor agrees that such recitals shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee, or its assigns (and in the event of a deed in lieu of foreclosure, then as to such conveyance), shall be effective to bar all right, title and interest, equity of redemption, including all statutory redemption rights, homestead, dower, curtesy and all other exemptions of Grantor, or its successors in interest, in and to said Premises; and Grantor, or its assigns, shall collect the proceeds of such sale, reserving and deducting therefrom all unpaid Secured Indebtedness with interest then due thereon, including all amounts advanced by Grantee for taxes, assessments, fire insurance premiums and other charges, with interest at the rate provided in the Note, thereon from date of payment, together with all costs and charges for advertising, and commissions for selling the Premises, and fifteen percent (15%) of the aggregate amount due, as attorney's fees, and pay over any surplus to Grantor (in the event of deficiency Grantor shall immediately on demand from Grantee pay over to Grantee, or its nominee, such deficiency); and Grantor agrees that possession of the Premises during the existence of the Secured Indebtedness by Grantor, or any person claiming under Grantor, shall be that of tenant under Grantee, or its assigns, and, in case of a sale, as herein provided, Grantor, or any person in possession under the Grantor shall then become and be tenants holding over, and shall forthwith
deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Grantee may have at law or in equity.

Grantee, in any action to foreclose this deed, or upon any Event of Default, may apply for the appointment of a receiver of the rents and profits, or of the Premises, or both, without notice, and shall be entitled to the appointment of such receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due the Grantee, or the solvency of any person or entity liable for the payment of such amounts.

In case of any sale under this deed by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Premises, or any part thereof, may be sold in one parcel in its entirety, or in such parcels, manner, or order as Grantee in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness is paid in full.

10. Transfer of the Property; Assumption.

Pursuant to applicable law, if all or any part of the Property or an interest therein is sold or transferred by Grantor without Grantor's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, Grantor may, at Grantee's option, and subject to applicable law, declare all the sums secured by this deed to be immediately due and payable. Grantor shall have waived such option to accelerate if, prior to the sale or transfer, Grantor and the person to whom the Property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to Grantee, that the interest payable on the sums secured by this Deed shall be at such rate as Grantee shall request, and that a transfer fee in such amount as Grantee shall request shall be paid. Grantee's acceptance of any assumption of the obligations of this deed and the Note, and any release of Grantor in connection therewith, shall not constitute a novation.

If Grantee exercises such option to accelerate, Grantee shall mail Grantor notice of acceleration by certified mail, addressed to the address of the Grantor appearing in the records of Grantee. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Grantor fails to pay such sums prior to the expiration of such period, Grantee may, without further notice or demand on Grantor, invoke any remedies permitted under the terms hereof.


Grantor for himself and family, hereby waives and renounces all homestead and exemption rights provided for by the Constitution and Laws of the United States of America or the State of Georgia, in and to the Premises as against the collection of the Secured Indebtedness, or any part thereof; and Grantor agrees that where, by the terms of this deed, the Note, or any of the Loan Documents, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence to the whole contract.


Grantee shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of the Note, this deed or any of the Loan Documents, as the same become due, without regard to whether or
not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of the Grantee thereafter to enforce or pursue any available remedy against the Grantor, including an action of foreclosure, or any other action at law or in equity, for a default or defaults by Grantor existing at the time such earlier action was commenced.


The rights of Grantee, granted and arising under the clauses and covenants contained in this deed and the Note, and any of the Loan Documents, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Grantee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under security deeds, and preservation of security as provided at law. No act of Grantee shall be construed as an election to proceed under any one provision herein or under the Note to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.


(a) Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Grantor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

(b) Grantor shall promptly give Grantee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Grantor has actual knowledge. If Grantor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law.

(c) Grantor shall indemnify, defend, save and hold harmless Grantee and Grantee's officers, directors, shareholders, employees, agents, and their respective heirs, successors and assigns (collectively, the "Indemnified Parties") against and from, and to reimburse the Indemnified Parties with respect to, any and all damages, claims, liabilities, loss, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses, court costs, administrative costs and costs of appeals), incurred by or arising out of: (i) the breach of any representation, covenant, or undertaking of Grantor under this Article 14, or (ii) arising out of the use or storage of any Hazardous Substance on the Premises by Grantor or any tenant or other party occupying or using the Premises.

(d) The representations, covenants, and undertakings of Grantor in this Article 14 shall survive the expiration or termination of this deed regardless of the means of such expiration or termination. Any breach of the foregoing provisions of this Article 14 shall constitute an Event of Default as defined in Article 9 hereof.

(e) As used in this Article 14, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law, including but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Article 14, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

15. Notice. Every provision for notice and demand or request shall be deemed fulfilled by written
notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successors, or mailed by depositing it in the United States mail, certified mail, return receipt requested, with proper postage affixed, (a) addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Grantee, or (b) addressed to the street address of the Premises hereby conveyed.

16. No Waiver.

Any indulgence or departure at any time by the Grantee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or waive future compliance therewith by the Grantor.

17. Definitions.

The word "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed, the term "Grantor" shall mean all parties signing, and each of them, and each agreement, obligation and Secured Indebtedness of the Grantor shall be and mean the several as well as the joint undertaking of each of them.


The parties agree that the provisions of this deed are severable, and in the event any clause, phrase or paragraph shall be declared by a court of competent jurisdiction to be invalid or unenforceable, then the parties declare that the remaining clauses, phrases and paragraphs of this security deed shall remain in full force and effect.


It is the affirmative intention of the Grantor and Grantee to create and establish a perpetual or indefinite security interest in favor of Grantee in the real property conveyed hereby, pursuant to O.C.G.A. Section 44-14-80(a) and specifically to agree that title to the real property conveyed hereby shall not revert to Grantor until the later of: (i) twenty years (20) from the date of this conveyance; (ii) seven (7) years from the maturity of the indebtedness secured hereby; or (iii) the date determined in accordance with O.C.G.A. Section 44-14-80(b) or Section 44-14-80(c), as applicable, if any portion or all of the indebtedness secured hereby is extended or renewed beyond the original maturity date thereof. In addition to all other covenants set forth therein, Grantor hereby agrees that the perpetual or indefinite security interest hereby established also secures all loans, whenever made in whatever form made, incident to the open end or other indebtedness provisions of this indenture.
IN WITNESS WHEREOF, this deed has been duly executed by the Grantor under seal, the day and year first above written.

Signed, sealed & delivered in the presence of:

Colby Thomas Stone
(SEAL)

Witness

Carol L. Stone
(SEAL)

Notary Public

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Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: BANK OF NEWINGTON  NMLS ID: 674991

Individual: Harold Eugene Sheppard, Jr.  NMLS ID: 682328

================================================================================================
WAIVER OF GRANTOR'S RIGHTS

GRANTOR: Colly Thomas Stoner and Carol L Stoner
LENDER: BANK OF NEWINGTON
DATE OF SECURITY DEED: April 26, 2022
PROPERTY DESCRIPTION: Located in Effingham County, State of Georgia and is described as follows:

See the exhibit or other description document which is attached to this Waiver and made a part of this Waiver as if fully set forth herein.

The Real Property or its address is commonly known as 2414 Canitch Church Rd, Clyo, GA 31303. The Real Property tax identification number is 03360016.

BY EXECUTION OF THIS PARAGRAPH, EACH GRANTOR EXPRESSLY: (A) Acknowledges the right to accelerate the debt and the power of attorney given herein to Lender to sell the property by non-judicial foreclosure upon default by Grantor without any judicial hearing and without any notice other than such notice as is required to be given under the provisions of the Security Deed; (B) Waives any and all rights which each Grantor may have under the Fifth and Fourteenth Amendments to the Constitution of the United States, the various provisions of the Constitution for the several States, or by reason of any other applicable law, to notice and judicial hearing prior to the exercise by Lender of any right or remedy herein provided to Lender, except such notice as is specifically required to be provided in the Security Deed; (C) Acknowledges that each Grantor has read the Security Deed and specifically that paragraph relating to the foreclosure provisions, and any and all questions regarding the legal effect of the Security Deed and its provisions have been explained fully to each Grantor and each Grantor has been afforded an opportunity to consult with counsel prior to executing the Security Deed; (D) Acknowledges that all waivers of the aforesaid rights of each Grantor have been made knowingly, intentionally and willingly by each Grantor as part of a bargained-for-loan transaction; and (E) Agrees that the provisions of this Waiver of Grantor's Rights are incorporated into and made a part of the Security Deed.

IN WITNESS WHEREOF, THIS WAIVER HAS BEEN SIGNED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF. THIS WAIVER IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS WAIVER IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.
WAIVER OF GRANTOR’S RIGHTS
(Continued)

Signed, Sealed and Delivered in the presence of:

X

Unofficial Witness

Notary Public, County

NOTARY SEAL

My Commission expires: 5/11/24

GRANTOR:

[Signature]

[Seal]

[Signature]

[Seal]

[Signature]

[Seal]

[Signature]

[Seal]

[Signature]

[Seal]
CLOSING ATTORNEY’S AFFIDAVIT

GRANTOR: Colby Thomas Stone and Carol L Stone
LENDER: BANK OF NEWINGTON
DATE OF SECURITY DEED: April 29, 2022

PROPERTY DESCRIPTION: Located in Effingham County, State of Georgia and is described as follows:

See the exhibit or other description document which is attached to this Affidavit and made a part of this Affidavit as if fully set forth herein.

The Real Property or its address is commonly known as 2414 Corinth Church Rd, Clyo, GA 31303. The Real Property tax identification number is 03860016.

BEFORE THE UNDERSIGNED ATTESTING OFFICER personally appeared the undersigned closing attorney, who having been first duly sworn according to law states under oath as follows:

In closing the above loan but prior to the execution of the Security Deed and Waiver of Grantor’s Rights by Colby Thomas Stone and Carol L Stone ("Grantor"), I reviewed with and explained to Grantor the terms and provisions of the Security Deed and particularly the provisions thereof authorizing Lender to sell the secured Property by a nonjudicial foreclosure under a power of sale, together with the Waiver of Grantor’s Rights, and informed Grantor of Grantor’s rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Grantor of Grantor’s rights. After the review with and explanation to Grantor, Grantor executed the Security Deed and Waiver of Grantor’s Rights.

Based on the review with and explanation to Grantor, it is my opinion that Grantor knowingly, intentionally and willingly executed the waiver of Grantor’s constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

IN WITNESS WHEREOF, THIS AFFIDAVIT HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF.

[Signature]
Closing Attorney
(SEAL)

SWORN TO AND SUBSCRIBED before me this 28 day of April 2022.

[Signature]
Notary Public
All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, shown as "AREA = 75.480 ACRES" on a plat entitled "Survey of 75.480 Acre of land located in the 12th S.W. District of Effingham County, Georgia" prepared by Olsson Land Surveying, dated April 22, 2022, recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Book 29, Page 320. Said property was conveyed to Carolyn M. Litchfield and Jeanette M. Miller by Deed dated July 31, 1990, recorded in Deed Book 283 Page 136, in the aforesaid Clerk's Office. Said Plat and Deed are incorporated herein by specific reference. Said property known as 2414 Corinth Church Rd., Clyo, Georgia. PIN #03360-016-000.
EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, shown as "AREA = 75.450 ACRES" on a plat entitled "Survey of 75.450 Acres of land located in the 12th G.M. District of Effingham County, Georgia" prepared by Gilson Land Surveying, dated April 22, 2022, recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Book 29, Page 320. Said property was conveyed to Carolyn M. Litchfield and Jeanette M. Miller by Deed dated July 31, 1990, recorded in Deed Book 283 Page 136, in the aforesaid Clerk's Office. Said Plat and Deed are incorporated herein by specific reference. Said property known as 2414 Corinth Church Rd., Clyo, Georgia. PIN #03360-016-000
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
    Colby & Carol Stone
    2414 Corinth Church Rd
    Pin: 336-16
    Total Acres: 67.91 Acres to be rezoned: 1.0

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to zone 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
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 Colby & Carol Stone – (Map # 336 Parcel # 16) from AR-1 to AR-2 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 [ ] 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 [X] No [ ] 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

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

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

Planning Board Meeting – August 15, 2022

8/15/22.
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____ DISAPPROVAL _____

Of the rezoning request by applicant Colby & Carol Stone – (Map # 336 Parcel # 16) 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 □

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1. Is this proposal inconsistent with the county’s master plan?

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

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

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

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

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

7. Are nearby residents opposed to the proposed zoning change?

8. Do other conditions affect the property so as to support a decision against the proposal?
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 Colby & Carol Stone – (Map # 336 Parcel # 16) 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?

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

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

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

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

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

Planning Board Meeting – August 15, 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 Colby & Carol Stone – (Map # 336 Parcel # 16) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 6, 2022
Item Description: Colby & Carol Stone request to rezone 1 of 75.45 acres from AR-1 to AR-2, to allow for the separation of a home site. Located at 2414 Corinth Church Road. Map# 336 Parcel# 16

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 1 of 75.45 acres from AR-1 to AR-2, to allow for the separation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to create a minor subdivision. Tract #2 has an existing dwelling and will be separated as a 1-acre home site. Tract #2 will be less than 5 acres, and therefore must be rezoned.
- The remaining acreage is in CUVA (2021).
- At the August 15, 2022 Planning Board meeting, Peter Higgins made a motion to approve the request to rezone 1 of 75.45 acres from AR-1 to AR-2, with the follow 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 1 of 75.45 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.
2. Deny the request to rezone 1 of 75.45 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. 336-16
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 336-16
AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS COLBY & CAROL STONE has filed an application to rezone one (1) +/- acre; from AR-1 to AR-2 to allow for the separation of a home site; map and parcel number 336-16, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on September 6, 2022 and notice of said hearing having been published in the Effingham County Herald on August 17, 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 July 27, 2022; and

IT IS HEREBY ORDAINED THAT one (1) +/- acre; map and parcel number 336-16, 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
Brooke Graham requests a variance to reduce the 150' of frontage required for an AR-1 parcel. Located at 310 Kieffer Hill Road. Map# 387 Parcels# 10 & 11

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance from the 150' road frontage required for an AR-1 parcel, with conditions.

Executive Summary/Background
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  
  That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
  
  That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- 387-10 is a lot of record with ~265' frontage on Kieffer Hill Rd. 387-11 has no road frontage, and is accessed via easement.
- The parcels are to be combined and re-subdivided into three lots. Tract 1 (102.85'), and Tract 3 (150’) will each have road frontage, and Tract 2 will be accessed via easement.
- The current road frontage is insufficient for two AR-1 parcels.
- The applicant wishes to maintain road frontage for Tract 1 and Tract 3.
- To meet zoning district requirements, the parcel can either be rezoned to AR-2 (100’ frontage requirement), or receive a variance from the 150’ road frontage requirement. The applicant chose to pursue a variance and leave the zoning consistent with neighboring parcels.
- At the August 15, 2022 Planning Board meeting, Dave Burns recused himself, and Alan Zipperer made a motion to approve the request for a variance from the 150’ road frontage required for an AR-1 parcel, with the follow condition:
  1. Any new driveway must be approved by the county engineer.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives
1. **Approve** the request for a variance, to reduce the 150’ of frontage required for an AR-1 parcel.
   1. Any new driveway must be approved by the county engineer.

2. **Deny** the request for a variance, to reduce the 150’ of frontage required for an AR-1 parcel.

Recommended Alternative: 1 Other Alternatives: 1

Department Review: Development Services FUNDING: N/A

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

Application Date: 6.20.22

Applicant/Agent: Brooke Graham
Applicant Email Address: Brooke GRAHAM ReaEstate @Gmail.com
Phone: (912) 658 2186
Applicant Mailing Address: 310 Kieffer Hill Rd
City: Springfield State: GA Zip Code: 31329
Property Owner, if different from above: Include Signed & Notarized Authorization of Property Owner
Owner’s Email Address (if known): Same
Phone # ______________________
Owner’s Mailing Address: Same
City: __________________________ State: _______ Zip Code: ___________

Property Location: 310 Kieffer Hill Rd, Springfield
Name of Development/Subdivision: N/A
Present Zoning of Property AL-1 Tax Map-Parcel #03870010 Total Acres 84.66

VARIANCE REQUESTED (provide relevant section of code):

Describe why variance is needed: Combining 2 parcels to after subdividing 6.32 AC subdivided from 387-11 and recombining with 387-10. The new road frontage is less than 150’ (Zoning Restriction)

How does request meet criteria of Section 7.1.8 (see Attachment C):

7.1.8.1 & 7.1.8.2

Applicant Signature: ___________________________ Date: 6-20-22
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

Dec 27, 2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2752 page 573-577

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

Owner's signature: [Signature]

Print Name: Brooke Burns Graham

Owner's signature: [Signature]

Print Name: [Signature]

Owner's signature: [Signature]

Print Name: [Signature]

Sworn and subscribed before me this 14th day of June, 2022.

Melissa Smith
Notary Public, State of Georgia
LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, made this 27th day of December, 2021, between Laura P. Harrelson, as party or parties of the first part, hereinafter called Grantor, and Brooke Burns Graham, as party or parties of the second part, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

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, the following property:

All that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, being known as 66.7 acres, more or less, as shown and more particularly described on that certain map or plat made by Paul Weitman, County Surveyor, dated August 12, 1974 and recorded in Plat Book 9, Page 52 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 the same property conveyed by Warranty Deed from Willie Mae Harrelson to Arthur E. Harrelson, dated April 24, 1975, recorded in Deed Book 172, Page 236, aforesaid records.

SUBJECT to all zoning ordinances, easements, rights of way, and restrictions of record insofar as the same may lawfully affect the above-described property.

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 owning, holding or claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Laura Harrelson

Signed, sealed and delivered in the presence of:

Unofficial Witness

EDWARD L. NEWBERRY JR
Notary Public, Effingham County, GA
My Commission Expires June 21, 2024
LIMITED
WARRANTY DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE made this 27th day of December, 2021, between Karl F. Dasher, Margaret L. Dasher, and Laura P. Harrelson, as parties of the first part, hereinafter called Grantors, and Brooke Burns Graham, as party of the second part, hereinafter called Grantee (the words "Grantors" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantors, 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, have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, being known as 17.9 acres, more or less, as shown and more particularly described on that certain map or plat made by Paul Weitman, County Surveyor, dated August 12, 1974 and recorded in Plat Book J, Page 364 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 the same property conveyed by Warranty Deed from Laura P. Harrelson to Margaret L. Dasher and Karl F. Dasher, dated July 10, 2002, recorded in Deed Book 849, Page 253, 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 Grantors 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 Grantors.
IN WITNESS WHEREOF, Grantor has hereunto set Grantor’s hand and seal this day and year first above written.

KARL F. DASHER
(SEAL)

Signed, sealed and delivered this 27th day of December, 2021, in the presence of:

Witness

EDWARD L. NEWBERRY JR
Notary Public
Notary Public, Effingham County, GA
My Commission Expires June 21, 2024
IN WITNESS WHEREOF, Grantors have hereunto set Grantors’ hand and seal this day and year first above written.

MARGARET L. DASHER
(SEAL)

LAURA P. HARRELSON
(SEAL)

Signed, sealed and delivered this 21st day of December, 2021, in the presence of:

Witness

EDWARD L. NEWBERRY JR
Notary Public
Notary Public, Effingham County, GA
My Commission Expires June 21, 2024
S URVEY OF 85.347 ACRES BEING SUBDIVIDED INTO THREE TRACTS LOCATED IN THE 11th G.M. DISTRICT OF EFFINGHAM COUNTY GEORGIA

FEMA FLOOD MAP 1 (31030C016E8)

This area is located in a flood hazard area.

Flood Zone: AE-42

Area of Special Flood Hazard

FLOOD INFORMATION

surveyor:

William Mark Glisson - Registered Land Surveyor
Georgia PIS # 3316 - South Carolina PLS # 31964
777 Tucker Road, Claxton, Georgia 30417
(912) 620-5283 Claxton. (912) 682-7092
williammarkglisson@gmail.com

386

Item XVI. 9.

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a member of the plat as represented by the said engineer/surveyor finds that this plat complies with the flood insurance regulations for typical owner-occupied residences in accordance with the flood insurance rates for the area enclosed by the flood insurance rate map.

Zoning: AR-1

S U R V E Y E R C E R T I F I C A T I O N

As required by Subsection (d) of O.C.C.A. Section 15-6-47, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certifications signed, dated, and affixed to the plat. The surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.C.A. Section 15-6-47.

SIGNING AUTHORITY: WILLIAM MARK GLISSON

RESERVED FOR THE CLERK OF COURT

1. The field data was collected using a Topcon...Carlson RTK data collector and a Carlson Isis+ GPS.

2. This property is located in a federal flood area as indicated by the FIRM, official flood hazard map.

3. This plat has been calculated for closure and is found to be accurate within one foot in 100,000 feet.

4. To the best of my knowledge, information, and belief, all angles, bearings, measurements of courses, distances, and monuments’ locations are shown, have been proven by a land survey, and in my opinion, this is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of Georgia law.

5. This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-47, in that where a conflict exists between these two, the more specific requirements of the law prevail.

6. William William Glisson, the land surveyor whose seal is affixed hereto, does not guarantee that all easements which may affect the property are shown. The certification, as shown herein, is purely a statement of professional opinion based on knowledge and information and based on existing field evidence and documentary evidence available. The certification is not expressed or implied warranty or guarantee.

SURVEY FOR:

BROOKE BURNS GRAHAM

COUNTY: EFFINGHAM STATE: GEORGIA

GMID: 118

FILE NUMBER: 22221 DRAWN BY

DATE: 06/16/2022 SCALE: 1” = 60’

TOTAL AREA = 85.347 ac.

FIELD SURVEY DATE: 05/17/2022

STATE OF GEORGIA

Graphic scale 1” = 50’
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 6, 2022
Item Description: Brooke Graham requests a variance to reduce the 150’ of frontage required for an AR-1 parcel. Located at 310 Kieffer Hill Road. Map# 387 Parcels# 10 & 11

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance from the 150’ road frontage required for an AR-1 parcel, with conditions.

Executive Summary/Background
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  
  "That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and

  "That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

- 387-10 is a lot of record with ~265’ frontage on Kieffer Hill Rd. 387-11 has no road frontage, and is accessed via easement.
- The parcels are to be combined and re-subdivided into three lots. Tract 1 (102.85’), and Tract 3 (150’) will each have road frontage, and Tract 2 will be accessed via easement.
- The current road frontage is insufficient for two AR-1 parcels.
- The applicant wishes to maintain road frontage for Tract 1 and Tract 3.
- To meet zoning district requirements, the parcel can either be rezoned to AR-2 (100’ frontage requirement), or receive a variance from the 150’ road frontage requirement. The applicant chose to pursue a variance and leave the zoning consistent with neighboring parcels.
- At the August 15, 2022 Planning Board meeting, Dave Burns recused himself, and Alan Zipperer made a motion to approve the request for a variance from the 150’ road frontage required for an AR-1 parcel, with the following condition:
  1. Any new driveway must be approved by the county engineer.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives
1. **Approve** the request for a variance, to reduce the 150’ of frontage required for an AR-1 parcel.
   1. Any new driveway must be approved by the county engineer.

2. **Deny** the request for a variance, to reduce the 150’ of frontage required for an AR-1 parcel.

Recommended Alternative: 1
Other Alternatives: 1

Department Review: Development Services
FUNDING: N/A

Attachments: 1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 387-10 & 11
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 387-10 & 11

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, BROOKE GRAHAM has filed an application for a variance, to reduce the 150’ of frontage required for an AR-1 parcel; map and parcel number 387-10 & 11, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on September 6, 2022 and notice of said hearing having been published in the Effingham County Herald on August 17, 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 July 27, 2022; and

IT IS HEREBY ORDAINED THAT a variance to reduce the 150’ of frontage required for an AR-1; map and parcel number 387-10 & 11, located in the 3rd commissioner district is approved, with the following conditions:

1. Any new driveway must be approved by the county engineer.

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

This _____ day of _____________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: ____________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 6, 2022

Item Description: Guy & Roberta Tremblay request to rezone 5 acres from AR-1 to AR-2 to allow for creation of two lots under 5 acres. Located at 1447 Ebenezer Road. Map# 460B Parcel# 1

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5 acres from AR-1 to AR-2 to allow for the creation of two lots under 5 acres, 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 proposes to split a 5-acre lot in to 3.96-acre and 1.04-acre parcels and, therefore, must rezone it to AR-2.
- The parcel is located in Long Bridge Estates, which is zoned AR-1. Pursuant to section 6.6 Resubdivision, the following criteria must be considered before approving resubdivision within a major subdivision:
  - Whether the size of the proposed lots is compatible with the size of the lots created by the previously approved subdivision,
    - No lots in Long Bridge Estates phase I or II are less than 5 acres.
  - Whether the intended use of the property as previously subdivided has been frustrated by changing economic conditions, by the exercise of eminent domain, or other circumstances.
    - No. A second home has been permitted for a family member. The applicant chooses to split the parcel, which requires it to be rezoned to AR-2.
  - Whether the proposed resubdivision will adversely affect the values of other property within the previously platted subdivision in which the property is located, and
    - A second home has been permitted in for a family member. No other lots in the subdivision are less than 5 acres.
  - Whether the proposed resubdivision is compatible with the purposes of the Effingham County subdivision regulations.
    - No new services are required.
- At the August 15, 2022 Planning Board meeting, Peter Higgins added condition #3, and made a motion to approve the request to rezone 5 acres from AR-1 to AR-2, with the follow conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved and recorded, before the rezoning can take effect.
  3. The parcels may not be further subdivided.
- 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 and 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
Attaches: 1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Aerial photograph
5. Deed
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent: Guy & Roberta Tremblay
Date: 09.21.20
Applicant email address: guytremblaypump@gmail.com Phone: 912-547-1998
Property owner(s): Guy & Roberta Tremblay
Same
Telephone Number ( )
Mailing Address: 1449 Ebenezer Rd, Rincon, Ga. 31326
Property location: Same
Present zoning: AR-27 R1
Proposed zoning: AR-1 R1
Present land-use: Residential
Proposed land-use: Residential
Tax Map #: Parcel #: 0460-3001 Lot: 5
Total Acres: 5
Acres to be rezoned: 5
Lot characteristics:

Water: Public: Private: Sewer: Public: Private

Proposed access: Ebenezer Rd
Justification: Additional Residence

List the zoning of the other property in the vicinity of the property you wish to rezone:

North: South:
East: West:

Rev 03062020
1. Describe the current use of the property you wish to rezone.
   We have built a single-family home on this property.

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

3. Describe the use that you propose to make of the land after rezoning.
   We wish to make an independent property on the identified (1) acre.

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?
   It will be an additional residential property.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   No
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

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

____________________, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 408, page 299.

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

Owner's signature: ____________________________ Print: ____________________________

Owner's signature: ____________________________ Print: ____________________________

Owner's signature: ____________________________ Print: ____________________________

Sworn and subscribed before me this 31st day of June, 2020.

Notary Public, State of Georgia

Rev 03062020
AUTHORIZATION OF PROPERTY OWNER

I, Guy Tremblay and Roberta Tremblay, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Guy Tremblay, Roberta Tremblay
Date: 6/21/22

Address: 1441 Eberly Rd.

City: Rincon State: GA Zip Code: 31326

Telephone Number: 912-547-1998 Email: roberta.tremblay@yahoo.com

Signature of Owner: Guy Tremblay Owners Name (Print)

Personally appeared before me _____________________________________________ (Owner print)

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

This Day 21st of June 2022

(Notary Seal)

Notary Public

Rev 03062020
STATE OF GEORGIA
COUNTY OF EFFINGHAM

WARRANTY DEED

THIS INDENTURE, made and entered into this 23rd day of May, 1996, between

DAVIE J. DAVIS

of the County of Effingham, and State of Georgia, as Party or Parties of the First Part, hereinafter called Grantor, and

GUY R. TREMBLAY AND ROBERTA L. TREMBLAY

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, 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 containing 5.10 acres, more or less, known and designated as Lot No. 1, Phase One, Long Bridge Estates Subdivision, that is shown and more particularly described by the plat of survey made by Wilder Surveying & Mapping dated May 19, 1993, recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet A, slide 119-B, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by W. R. Roberts to Davie J. Davis described in that Warranty Deed dated July 12, 1990, recorded in Deed Book 282, page 551, aforesaid records.

SUBJECT HOWEVER, to all restrictions, easements and rights-of-way of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in PER SIMPLEX.

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.

[Seal]
DAVIE J. DAVIS

Witnesses:

[Seal]
NOTARY PUBLIC

Effingham County, Georgia
Real Estate Transfer Tax
Paid $122.50
Date 5-23-96

Clerk of Superior Court
SATISFACTION OF MORTGAGE
(Cancellation to Security Deed)

STATE OF GEORGIA, COUNTY OF EFFINGHAM

The indebtedness referred to in that certain Deed to Secure Debt
From: GUY R TREMBLAY, ROBERTA L TREMBLAY
To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Dated 04/15/2008, and recorded on 04/23/2008, in Deed Book 01746, Page 0438, in the office of the
EFFINGHAM COUNTY CLERK OF THE SUPERIOR COURT of EFFINGHAM County, Georgia,
having been paid in full and the undersigned being the present owner of such secured interest by virtue of
being the original grantee or the heir, assignee, transferee or devisee of the original grantee, the clerk of such
superior court is authorized and directed to cancel that deed of record as provided in Code Section 44-14-4 of
the O.C.G.A. for other mortgage cancellations.

In witness whereof, the undersigned has set his hand this 29 DAY OF OCTOBER, 2009.

Mortgage Electronic Registration Systems, Inc.

By: Edward Napier, Assistant Secretary

Jewel Elamore, Assistant Secretary

Ana Bonds, Witness

STATE OF ARIZONA,
COUNTY OF MARICOPA

On 10/29/09, before me, Jan A. Florie, Notary Public, personally appeared Edward Napier and
Jewel Elamore, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Document Prepared By:
Steve S. Galiano
ReconTrust Company, N.A.
2375 W. Chandler Blvd., Mail Stop: AZ1-804-02-11
Chandler, AZ 85224

I certify that this is a True Copy
Copy as same appears of record in the office of the Clerk of Superior Court
This 12 day of Nov 2009

Clerk Superior Court
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 3/16/2015. THIS PROPERTY IS LOCATED IN "ZONE X" (OUTSIDE THE 500 YEAR FLOODPLAIN).

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plot as represented by the said engineer/surveyor finds that this plot complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic amenities. Each lot must be reviewed and approved by On site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.

MINOR SUBDIVISION
SURVEY FOR GUY & ROBERTA TREMBLAY
SURVEY OF 1.04 ACRES FROM A 5.01 ACRE TRACT, BELONGING TO GUY & ROBERTA TREMBLAY LOCATED IN THE 09TH. G.M.D. EFFINGHAM COUNTY, GEORGIA SURVEYED 01 OCT 2020 PLAT DRAWN 01 OCT 2020
August 16, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Guy Tremblay
1447 Ebenezer Road, Rincon GA 31326
Pin: 460B-1
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
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 Guy & Roberta Tremblay – (Map # 460B Parcel # 1) from AR-1 to AR-2 zoning.

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 [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 [x] No

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

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

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

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

8. Do other conditions affect the property so as to support a decision against the proposal? Yes [x] No
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 **Guy & Roberta Tremblay** - (Map # 460B Parcel # 1) 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 or 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 Guy & Roberta Tremblay – (Map # 460B Parcel # 1) 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 Guy & Roberta Tremblay – (Map # 460B Parcel # 1) 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 “spct 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 Guy & Roberta Tremblay – (Map # 460B Parcel # 1) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 6, 2022

Item Description: Guy & Roberta Tremblay request to rezone 5 acres from AR-1 to AR-2 to allow for creation of two lots under 5 acres. Located at 1447 Ebenezer Road. Map# 460B Parcel# 1

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5 acres from AR-1 to AR-2 to allow for the creation of two lots under 5 acres, 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 proposes to split a 5-acre lot in to 3.96-acre and 1.04-acre parcels and, therefore, must rezone it to AR-2.
• The parcel is located in Long Bridge Estates, which is zoned AR-1. Pursuant to section 6.6 Resubdivision, the following criteria must be considered before approving resubdivision within a major subdivision:
  o Whether the size of the proposed lots is compatible with the size of the lots created by the previously approved subdivision,
    ▪ No lots in Long Bridge Estates phase I or II are less than 5 acres.
  o Whether the intended use of the property as previously subdivided has been frustrated by changing economic conditions, by the exercise of eminent domain, or other circumstances.
    ▪ No. A second home has been permitted for a family member. The applicant chooses to split the parcel, which requires it to be rezoned to AR-2.
  o Whether the proposed resubdivision will adversely affect the values of other property within the previously platted subdivision in which the property is located, and
    ▪ A second home has been permitted in for a family member. No other lots in the subdivision are less than 5 acres.
  o Whether the proposed resubdivision is compatible with the purposes of the Effingham County subdivision regulations.
    ▪ No new services are required.
• At the August 15, 2022 Planning Board meeting, Peter Higgins added condition #3, and made a motion to approve the request to rezone 5 acres from AR-1 to AR-2, with the follow conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved and recorded, before the rezoning can take effect.
  3. The parcels may not be further subdivided.
• 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 and 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
Attachments: 1. Zoning Map Amendment

FUNDING: N/A
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
460B-1
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
460B-1

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWIT.

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

WHEREAS GUY & ROBERTA TREMBLAY has filed an application to rezone five (5) +/- acres; from AR-1 to AR-2 & R-1 to allow for the separation of a home site; map and parcel number 460B-1, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on September 6, 2022 and notice of said hearing having been published in the Effingham County Herald on August 17, 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 July 27, 2022; and

IT IS HEREBY ORDAINED THAT five (5) +/- acres; map and parcel number 460B-1, located in the 5th commissioner district is rezoned from AR-1 to AR-2 & R-1, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. Minor subdivision plat must be approved and recorded, before the rezoning can take effect.
3. The parcels may not be further subdivided.

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

This _____ day of ________________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
   WESLEY CORBITT, CHAIRMAN

ATTEST: ____________________________
          FIRST/SECOND READING: _____________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report
Subject: Conditional Use (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 6, 2022
Item Description: Amber Edenfield requests a conditional use to allow for a daycare. Located at 521 Adelante Lane, zoned R-1. Map# 348A Parcel# 96

Summary Recommendation
Staff has reviewed the application, and recommends denial of the request for a conditional use to allow for a daycare in R-1.

Executive Summary/Background
- Section 5.3.2.6 permits day care facilities in the R-1 zoning district on a conditional basis, in accordance with the provisions of section 7.1.6.
- Section 7.1.6 provides the following factors for consideration:
  - Shall not adversely affect economic values or physical appearance of the surrounding areas
    Day Care Facilities can be appropriate businesses within residential neighborhoods. However, the applicant has been unclear as to the precise number of children in her care. The Lonesome Oak HOA has objected to the presence of this business in their neighborhood. The business is operating without an occupational tax certificate. To date, there have been multiple complaints from neighbors regarding the day care, particularly concerning traffic for pick up/drop off. Lonesome Oaks Phase II’s HOA covenants prohibit businesses within the community.
  - Physical and environmental effects: A number of clients are visiting the house each day to drop off and pick up their children. The HOA has objected to the presence of a business in their neighborhood, and to the traffic associated with this day care.
  - Buffer zones: If permitted, the business use would need to be screened from residential uses. Currently, there is no vegetative buffer between this parcel and neighboring parcels.
  - Additional space for parking, landscaping, building, loading zones, and setbacks, to protect adjacent structures or lots from adverse impact: The site is not suitable for a business use. The parcel is .55 acres, and does not have sufficient space for off-street parking for clients. Client traffic is causing delays for other residents and commuters on Adelante Lane.
- As a condition of the applicant’s court order, dated June 23, 2022, a business license shall be obtained “if the Home Owners Association (HOA) allows such business to be conducted…”
- While private covenants are not enforced by the County, approval of the applicant’s request without explicit permission from the HOA would act in opposition of the Order of Magistrate Court.
- At the August 15, 2022 Planning Board meeting, Brad Smith made a motion to deny the request for a conditional use to allow for a daycare in R-1.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request for a conditional use for a day care facility, with the following conditions:
   1. The applicant shall obtain all necessary State licensing prior to issuance of a County Occupational Tax Certificate.
   2. The applicant will maintain a current State license and County business license, and abide by all applicable laws and ordinances, for the duration of the business.
   3. The applicant’s business license will be revoked upon further Code Violation.

2. Deny the request for a conditional use to allow for a daycare, as a residential business.

Recommended Alternative: 2
Other Alternatives: 1
FUNDING: N/A
ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: 6-27-22

Applicant/Agent: Amber Edenfield

Applicant Email Address: amberenborn21@gmail.com

Phone #: 912-656-9345

Applicant Mailing Address: 521 Adelante Lane

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: Toby Edenfield

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known):

Phone #: 912-656-3727

Owner’s Mailing Address: 521 Adelante Lane

City: Guyton State: GA Zip Code: 31312

Property Location: 521 Adelante Lane, Guyton GA 31312

Present Zoning of Property: R-1 Tax Map-Parcel #: 348A.96 Total Acres:.55

CONDITIONAL USE REQUESTED:

Section 3.15A – Residential Business

See Section 3.15A for requirements

Section 3.15B – Rural Business

See Section 3.15B for requirements

✓ OTHER (provide relevant section of code): Daycare in R-1

Reason: In home daycare/babysitting

How does request meet criteria of Section 7.1.6 (see Attachment C):

Applicant Signature: Amber Edenfield Date: 6-27-22
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 7-16-21, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2707 page 932-933.

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

Owner's signature

Print Name: Toby Edenfield

Owner’s signature

Print Name

Owner’s signature

Print Name

Owner’s signature

Print Name

Sworn and subscribed before me this 29 day of June, 2022.

Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I, Toby Edenfield, 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 Conditional Use application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Amber Edenfield

Applicant/Agent Address: 521 Adelante Lane

City: Guyton State: GA Zip Code: 31312

Phone: 912-656-9365 Email: ambermorton81@gmail.com

Owner's signature

Print Name: Toby Edenfield

Personally appeared before me Toby Edenfield (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 29 day of June, 2022.

Notary Public, State of Georgia
STATE OF GEORGIA  
COUNTY OF CHATHAM  

LIMITED WARRANTY DEED  

THIS INDENTURE, made this 16th day of July in the year Two Thousand and Twenty-One, BETWEEN Joseph A. Mobley, as party or parties of the first part, hereinafter called GRANTOR, and Toby Edenfield, 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 Dollars and no/100 and other good and valuable consideration ($10.00)

in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alien, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto the said Grantee, all of his interest in the following described property, to-wit:

All that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, being known as Lot 96, Lonesome Oaks Subdivision, Phase II, as shown and more particularly described on that certain map or plat made by Jeffrey Wayne Mock, dated July 6, 2006, recorded in Plat Cabinet C135, Slide E, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby make to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

AND ALSO, a perpetual, non-exclusive easement for ingress and egress over and across Benecia Lane, Saranac Way, Cyane Lane, Adelante Lane, Berosa Court, and Chose Lane as set forth on the aforesaid plat. Subject to any Easements or Restrictions of Record.
TO HAVE AND TO HOLD 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.

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 claiming by and through Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, the day and year above written.

Signed, sealed, and delivered in the presence of:

Witness

Joseph A. Mobley (L.S.)

Notary Public

JOEL GERBER
PUBLIC NOTARY
EXPIRED AUG. 2, 2023
CHATHAM COUNTY, GA
Katie Dunnigan

From: Katie Dunnigan
Sent: Monday, August 1, 2022 8:26 AM
To: lonesome oak; Zoning Information
Cc: Greg Hood
Subject: RE: EXTERNAL:

Good Morning Mr. Irvin,

While the County does not enforce HOA Covenants, Staff does consider this information, as well as Code Enforcement action at the address, when making recommendations.

I will include your email and the pertinent sections of the covenants to Ms. Edenfield’s file. I would recommend that an HOA member attend the public meetings to represent Lonesome Oak’s interests.

Thank you,

Katie Dunnigan
Zoning Technician
Effingham County Board of Commissioners
804 South Laurel Street
Springfield, GA 31329
(912)754-2105
kdunnigan@effinghamcounty.org

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From: lonesome oak <lonesomeoak2@gmail.com>
Sent: Friday, July 29, 2022 5:11 PM
To: Zoning Information <ZoningInfo@EffinghamCounty.org>
Subject: EXTERNAL:

Conditional Use Application. See image of letter attached and a copy of the HOA covenants. We as an HOA do not authorize a business to be run within this subdivision Lonesome Oak Phase II HOA. This is in regards to Amber Edenfield Map #348 Parcel#96 located at 521 Adelante Ln Guyton Ga 31312. We don't authorize a daycare or any business to run at this address or with the HOA subdivision. I see a public meeting is scheduled to be held Monday, August 15, 2022 at 6:00 PM at the Effingham County Administrative Complex Located at 804 S. Laurel St Springfield GA.
Our HOa mailing address is Lonesome Oak Phase II Hoa Inc.
P.O Box 692
Guyton, GA 31312.

Thank You,
Walter Irvin, President Lonesome OAk Phase II Hoa.

912-414-4219
--
in an approved structure. All playground equipment, recreational vehicles, boats or other extra
vehicles shall be placed behind an approved wooden privacy fence or stored in a building approved
by Declarant. Clotheslines, if any, must be located behind an approved wooden privacy fence.

No tractor trailer trucks are allowed to be parked in the subdivision. Tractor trailer trucks can
only be used for delivery of building materials and construction within the Subdivision.

9. **Temporary Structures:** No structures of temporary character, trailer, basement, tent,
shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either
temporarily or permanently. No portable buildings are allowed on any lot. The Declarant has the
right to have a temporary sales office.

10. **Fences:** All fences shall be approved by the Declarant. Any such fence shall not be any
closer to the road than the rear of the home.

11. **Driveways:** All driveways in the Subdivision are shared and shall be paved with
concrete from the road or street to the garage. Cost of construction, maintenance and repair of the
shared driveway easements (as more accurately depicted in the subdivision plat) shall be shared
between the owner who benefits from the driveway and the adjacent owner who benefits from the
driveway. Any disputes concerning construction, maintenance, or repair of the joint driveway
easement areas shall be subject to mandatory binding arbitration pursuant to the Georgia Arbitration

12. **Landscaping:** Landscaping, shrubbery, and grass shall be maintained at all times, and no
shrubbery, trees, screening, etc., shall be allowed to restrict sight distance and/or create traffic
hazards. Yards must be sodded from front of house to street.

13. **Commercial Businesses:** No business of any kind whatsoever shall be erected,
maintained, operated, or carried on, permitted, or conducted on any lot in the Subdivision, or any part thereof, excepting only "home occupations" as authorized by Effingham County Zoning Ordinances. No noxious, dangerous, or offensive activity or nuisance shall be erected, maintained, operated, carried on, permitted, or conducted on any lot, or on any part thereof, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the Subdivision neighborhood.

14. **Signs:** No sign of any type may be placed on any lot for any purpose whatever except "For Sale" signs for the property which shall not be larger than 2' x 2'.

15. **Drilling/Mining Restrictions:** No drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations of shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

16. **Community Water System:** The Subdivision is served by a community water system provided by Middle Georgia Water Company (the "water company"). No water wells shall be drilled and No water mains shall be laid and or installed anywhere in the subdivision except by the water company. No owner can install or drill a well on any lot in the subdivision without the prior written approval of the water company. The Declarant shall pay a water tap-in fee of One Thousand & 00/100 ($1,000.00) Dollars to the lot owner at time of closing.

17. **Satellite Dishes and Antennas:** A small satellite dish may be placed on a lot in the Subdivision with written permission from the Declarant. In the event a satellite dish is placed on a lot, the exact location and type of dish must be approved by the Declarant. The satellite dish shall not be placed on a home or in a yard closer than the rear of the home. Certain types of satellite
EFFINGHAM COUNTY DEVELOPMENT SERVICES
CODE ENFORCEMENT INCIDENT REPORT

Date: Monday, March 28, 2022

Time Out: 10:30
Time In: 12:00

Incident Type: Zoning Violation (No Business License)

Code Section Violation: Appendix C Article III 3.15A

Incident Location: 521 Adelante Ln. Guyton Ga, 31312

Complainant

Name: Krystal Ipshen
Date Of Birth: N/A
Address: 512 Adelante Ln. Guyton Ga, 31312
Phone: (912) 694-1976
SS / DL #: N/A
□ Must Appear In Magistrate Court

Victim

Name: Effingham County
Date Of Birth: N/A
Address: 601 North Laurel St. Springfield Ga
Phone: (912) 754-2123
SS DL #: N/A
□ Must Appear In Magistrate Court
Offender

Name: Amber Edenfield  

Address: 521 Adelante Ln. Guyton Ga, 31312

On 3/28/2022 at approximately 10:30 I Officer Varnadore responded to a claim of an illegal day care. I arrived at 521 Adelante Lane and spoke with Mrs. Amber. I explained why I was there and asked if she was running a daycare she said she was so I told her that we have no sort of business license for this property and that she would either have to go through Zoning to either get a license if it is possible or they would have to shut it down. I gave her the standard 30 days to gain compliance or as long as progress is heing made.

Jared E. Varnadore

Signature  

Date  

3/28/2022
IN THE MAGISTRATE COURT OF EFFINGHAM COUNTY
STATE OF GEORGIA

EFFINGHAM COUNTY, )       CASE #: 22-39CO
)    No Business License/ Rural Business
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ORDER

WHEREAS, the above-named defendant has been found guilty of the above-stated offense, it is ORDERED and ADJUDGED that the defendant:

(a) Shall obtain a business license in Effingham County by July 1, 2022 for the residence of 521 Adelante Lane in Guyton, GA 31329 if the Home Owners Association (HOA) allows such business to be conducted in the neighborhood of Lonesome Oak;

(b) Shall cease all business transactions at 521 Adelante Lane in Guyton, GA 31329;

OR

(c) If not obtaining a business license, pay a fine of $135.00 by July 1, 2022 to the Clerk of Effingham County Magistrate Court;

(d) Any violation of this order will result of an Ordinance Fine of $81.00 per cat, over the 5 maximum allowed, and a Contempt of Court fine of $200 that shall be enforced;

(e) The defendant shall not violate the Penal Laws of the state of Georgia.

SO ORDERED this 23rd day of June, 2022

Magistrate
IN THE MAGISTRATE COURT OF EFFINGHAM COUNTY
STATE OF GEORGIA

EFFINGHAM COUNTY ) CASE #: 22-39CO
) Violation of Ordinance: Rural Business
)
)
VS
Amber Edenfield
Defendant
)
)

NOTICE OF CHANGE OF HEARING

The above-styled matter having been set for hearing on July 28, 2022 and Judge Sexton authorizing that the same should be changed to another day/time awaiting final approval/denial from the Board of Commissioners meeting held on September 6, 2022; this Court will continue this hearing (as previously changed) on September 29, 2022 at 08:45 am.

Witness the Honorable Judge Rhonda Sexton, Magistrate Judge of said Court, this 25th day of July, 2022.

[Signature]
Deputy (Clerk)

Copies mailed to all parties this 25th day of July, 2022.
Item XVI. 13.
Teresa Concannon

From: Beverly Faircloth <bevsinrincon@yahoo.com>
Sent: Tuesday, August 9, 2022 7:29 PM
To: Zoning Information
Subject: EXTERNAL:Conditional Use Application

As a neighbor of Amber Edenfield, I oppose the change to conditional use for Map348A Parcel#96.

We live on a cul-de-sac and the increase in vehicle traffic in the afternoons would be an unwelcome nuisance. There has already been a vehicle accident in front of this residence due to daycare pick-up. This change would present a peril to the kids who live and play on our road.

In closing, I believe it also violates the Lonesome Oak HOA bylaws.

Thank you.

**** This is an EXTERNAL email. Please do not click on a link or open ANY attachments unless you are confident it is from a trusted source and you are expecting this email. *****
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 6, 2022
Item Description: Amber Edenfield requests a conditional use to allow for a daycare. Located at 521 Adelante Lane, zoned R-1. Map# 348A Parcel# 96

Summary Recommendation
Staff has reviewed the application, and recommends denial of the request for a conditional use to allow for a daycare in R-1.

Executive Summary/Background
- Section 5.3.2.6 permits day care facilities in the R-1 zoning district on a conditional basis, in accordance with the provisions of section 7.1.6.
- Section 7.1.6 provides the following factors for consideration:
  - Shall not adversely affect economic values or physical appearance of the surrounding areas: Day Care Facilities can be appropriate businesses within residential neighborhoods. However, the applicant has been unclear as to the precise number of children in her care. The Lonesome Oak HOA has objected to the presence of this business in their neighborhood. The business is operating without an occupational tax certificate. To date, there have been multiple complaints from neighbors regarding the day care, particularly concerning traffic for pick up/drop off. Lonesome Oaks Phase II’s HOA covenants prohibit businesses within the community.
  - Physical and environmental effects: A number of clients are visiting the house each day to drop off and pick up their children. The HOA has objected to the presence of a business in their neighborhood, and to the traffic associated with this day care.
  - Buffer zones: If permitted, the business use would need to be screened from residential uses. Currently, there is no vegetative buffer between this parcel and neighboring parcels.
  - Additional space for parking, landscaping, building, loading zones, and setbacks, to protect adjacent structures or lots from adverse impact: The site is not suitable for a business use. The parcel is .55 acres, and does not have sufficient space for off-street parking for clients. Client traffic is causing delays for other residents and commuters on Adelante Lane.
- As a condition of the applicant’s court order, dated June 23, 2022, a business license shall be obtained “if the Home Owners Association (HOA) allows such business to be conducted…”
- While private covenants are not enforced by the County, approval of the applicant’s request without explicit permission from the HOA would act in opposition of the Order of Magistrate Court.
- At the August 15, 2022 Planning Board meeting, Brad Smith made a motion to deny the request for a conditional use to allow for a daycare in R-1.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request for a conditional use for a day care facility, with the following conditions:
   1. The applicant shall obtain all necessary State licensing prior to issuance of a County Occupational Tax Certificate.
   2. The applicant will maintain a current State license and County business license, and abide by all applicable laws and ordinances, for the duration of the business.
   3. The applicant’s business license will be revoked upon further Code Violation.

2. Deny the request for a conditional use to allow for a daycare, as a residential business.

Recommended Alternative: 2  Other Alternatives: 1
Department Review: Development Services  FUNDING: N/A
Attachments: 1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 348A-96
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 348A-96

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, AMBER EDENFIELD has filed an application for a conditional use to allow for a daycare; map and parcel number 348A-96, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on September 6, 2022 and notice of said hearing having been published in the Effingham County Herald on August 17, 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 July 27, 2022; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for a daycare; map and parcel number 348A-96, located in the 4th commissioner district, is approved, with the following conditions:

1. The applicant shall obtain all necessary State licensing prior to issuance of a County Occupational Tax Certificate.
2. The applicant will maintain a current State license and County business license, and abide by all applicable laws and ordinances, for the duration of the business.
3. The applicant’s business license will be revoked upon further Code Violation.

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

This ______ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: _______________________
FIRST/SECOND READING: ____________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report
Subject: Rezoning (First & Second Districts)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 6, 2022
Item Description: Cindy Howze as Agent for Ansgarhay, LLC requests to rezone 72.15 acres from AR-1 to I-1, to allow for future industrial use. Located at 108 Godley Road. Map# 419 Parcel# 1A

Summary Recommendation
Staff has reviewed the application, and recommends denial of the request to rezone 72.15 acres from AR-1 to I-1, to allow for future industrial use.

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.
- This rezoning application was not referred for regional review, as no proposed use or site plan was submitted, and the acreage is below the threshold requiring a regional review for industrial rezoning.
- Other I-1 zoned parcels in the area have been rezoned for use as surface mines accessing Godley Road. An 8-acre portion of this property was rezoned to I-1 for use as a surface mine in November 2020.
- This parcel is partially located in Chatham County (Port Wentworth). Port Wentworth submitted a letter certifying that the portion in their jurisdiction is zoned for surface mining.
- No concept plan has been submitted. The parcel has no direct access to Godley Road in Effingham County. 399A-4 is also owned by the applicant, and has been used in the past as access for 419-1A.
- 399A-4 is zoned AR-2, and is not part of this application.
- According to the Future Land Use map, the area is proposed for residential and agricultural use.
- The Effingham County portions of the parent parcel are narrow, and would be substantially covered by 300’ buffers if the proposed use is I-1 heavy industrial. In the absence of a development plan, we cannot determine whether there is adequate space for an industrial use, or if Effingham roads are impacted.
- Godley Road is not a designated truck route. In recent months, the City of Bloomingdale has submitted letters of opposition to rezoning and sketch plan applications for heavy industrial uses on Godley Road.
- Road improvements, road maintenance agreements, and/or bonds may be necessary to address the concerns of all affected jurisdictions.
- At the August 15, 2022 Planning Board meeting, Ryan Thompson made a motion to deny the request to rezone 72.15 acres from AR-1 to I-1.
- The motion was seconded by Alan Zipperer, and approved by four members. Dave Burns opposed.

Alternatives
1. Approve the request to rezone 72.15 acres from AR-1 to I-1, with conditions:
   1. The parcel must be combined with a parcel that has frontage on Godley Road.
   2. The applicant shall meet and develop agreements with affected jurisdictions, to address road maintenance concerns.
   3. A Sketch Plan must be submitted for approval by the Board of Commissioners.
   5. All wetland impacts must be approved and permitted by USACE.
   6. A traffic study will be required, pursuant to Effingham County Traffic Study Requirements.
   7. Business operator shall meet the requirements of Sec. 74-8 Designated Truck Routes.

2. Deny the request to rezone 72.15 acres from AR-1 to I-1.

Recommended Alternative: 2
Other Alternatives: 1
Department Review: Development Services
FUNDING: N/A
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 7/11/2020

Applicant/Agent: Cynthia (Cindy) Houze
Applicant Email Address: howzefive@gmail.com
Phone #: 912-663-2288

Applicant Mailing Address: 144 Savannah Drive
City: Tybee Island State: GA Zip Code: 31328

Property Owner, if different from above: W Greg Houze
Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): Same as above
Phone #: 912-663-8588

Owner’s Mailing Address: Same as above
City: ______________________ State: ______ Zip Code: __________

Property Location: 108 Godley Rd (Stagecoach)

Proposed Road Access: Godley Rd

Present Zoning of Property: AR-1 Proposed Zoning: I-1

Tax Map-Parcel #04190001A00 Total Acres: 78.15 Acres to be Rezoned: 78.15

Lot Characteristics: 10+ acres already zoned I-1, borders Chatham Co. which is also being rezoned I-1

WATER

× Private Well

SEWER

× Private Septic System

Public Water System

Public Sewer System

Also has access to Community Water Through Water Utility Management

If public, name of supplier: __________________________

Justification for Rezoning Amendment: Will be combined with other industrial properties

List the zoning of the other property in the vicinity of the property you wish to rezone:

North I-1 South I-1 East AR-2 West AR-1

Rev 01132022
1. Describe the current use of the property you wish to rezone.

   Industrial Dirt Pit and vacant

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

   Not currently

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

   Industrial

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

   Industrial Dirt Pits

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?

   Plans Industrial Properties are already under way

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 ___________________________
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 12/17/2009, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1911, page 403-408.

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 ___________________________ CEO AnsGarHaty LLC

Owner’s signature ________________________________

Print Name _____________________________

Owner’s signature ________________________________

Print Name _____________________________

Sworn and subscribed before me this 29th day of June, 2022.

Stephanie Rosser
Notary Public, State of Georgia

Rev 01132022
AUTHORIZATION OF PROPERTY OWNER

I, W. Gregg Howze, 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: Cynthia (Cindy) Howze
Applicant/Agent Address: 144 San Marco Drive
City: Tybee Island State: GA Zip Code: 31328
Phone: 912-482-2308 Email: howzefive@gmail.com

Owner’s signature

Print Name: W. Gregg Howze CEO Angry Hair LLC

Personally appeared before me W. Gregg Howze (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 29th day of June, 2022.

Stephanie L. Rossen
Notary Public, State of Georgia

Rev 01132022
QUITCLAIM DEED

THIS INDENTURE, made and entered into as of the 17th day of December, 2009 by and between Springfield Investment Company, Inc. (hereinafter referred to as the "Grantor"), and AnsGarHay, LLC (hereinafter referred to collectively as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits),

WITNESSETH

THAT GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) 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, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto said Grantee, all of its interest in and to all that tract or parcel of land lying and being located in Chatham County, Georgia, known as Pt of Parcel B, Sub of Pt Godley, Port Wentworth, Chatham County, Georgia, and being more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property").

TOGETHER WITH ALL AND SINGULAR the buildings, dwellings, houses, outhouses, improvements, easements, hereditaments, rights, members and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever at law or in equity of the Grantor, in or to the same or any part thereof.

TO HAVE AND TO HOLD the above described and conveyed property and premises free and clear of any claim or claim or by the said Grantor, or any person or persons claiming under or through it.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered this 17th day of December, 2009 in the presence of:

[Signature]

Unofficial Witness:

Notary Public:

My Commission Expires:

[Stamp]

Springfield Investment Company, Inc.

By:

Attest:

[Stamp]
NORTH WEST PORTION OF THE GODLEY NO. 2 TRACT

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 1676.0 ACRES AND LYING AND BEING IN THE 8TH G.M.DISTRICT OF CHATHAM COUNTY AND THE 9TH & 1159TH G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED BELOW AS FOLLOWS:

COMMENCING AT A POINT WHICH IS THE CENTER LINE INTERSECTION OF HODGEVILLE ROAD WITH GEORGIA HIGHWAY NO.30 THENCE S74°35'37"W A DISTANCE OF 178.2 FEET TO A 1" IRON PIPE LOCATED ON THE SOUTHERN RIGHT-WAY LINE OF GEORGIA HIGHWAY NO.30, THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-WAY LINE S12°31'61"W A DISTANCE OF 950.29 FEET TO A 1" IRON PIPE; THENCE S02°03'05"W A DISTANCE OF 373.22 FEET TO A 1" IRON PIPE; THENCE S76°33'25"E A DISTANCE OF 563.70 FEET TO A 6/8" REBAR; THENCE S76°53'25"E A DISTANCE OF 858.33 FEET TO A 3" IRON PIPE; THENCE S75°35'21"E A DISTANCE OF 141.23 FEET TO A 2" IRON PIPE; THENCE S75°35'11"E A DISTANCE OF 144.73 FEET TO A CONCRETE MONUMENT; THENCE S76°25'48"E A DISTANCE OF 127.89 FEET TO A 5/8" REBAR; THENCE S84°34'37"E A DISTANCE OF 296.64 FEET TO A 1" IRON PIPE; THENCE N16°04'01"E A DISTANCE OF 683.12 FEET TO A 6/8" REBAR; THENCE N71°18'48"E A DISTANCE OF 409.68 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S71°12'58"E A DISTANCE OF 602.22 FEET TO A UNION BAG AND PAPER COMPANY MONUMENT; THENCE S04°10'11"W A DISTANCE OF 1049.64 FEET TO A 5/8" REBAR; THENCE S04°10'11"W A DISTANCE OF 25.0' FEET TO A POINT IN THE THREAD OF THE MAIN CHANNEL OF SAINT AUGUSTINE CREEK; THENCE CONTINUING ALONG SAID THREAD N86°12'55"W A DISTANCE OF 125.87 FEET TO POINT; THENCE CONTINUING ALONG SAID THREAD N53°38'03"W A DISTANCE OF 149.72 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N71°14'15"W A DISTANCE OF 318.43 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N78°31'28"W A DISTANCE OF 140.68 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N48°16'48"W A DISTANCE OF 118.23 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S84°31'06"W A DISTANCE OF 181.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S68°58'55"W A DISTANCE OF 208.11 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S68°58'55"W A DISTANCE OF 177.19 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N65°56'42"W A DISTANCE OF 122.41 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N83°16'00"W A DISTANCE OF 85.61 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N73°46'41"W A DISTANCE OF 76.13 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N60°37'31"W A DISTANCE OF 237.73 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S82°16'17"W A DISTANCE OF 64.25 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N73°28'35"W A DISTANCE OF 176.83 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD...
ALONG SAID THREAD N49°22'49"W A DISTANCE OF 67.52 FEET TO A POINT; 
THENCE CONTINUING ALONG SAID THREAD N88°52'03"W A DISTANCE OF 
212.04 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 
N33°41'06"W A DISTANCE OF 132.03 FEET TO A POINT; THENCE CONTINUING 
ALONG SAID THREAD N75°18'08"W A DISTANCE OF 107.02 FEET TO A POINT; 
THENCE CONTINUING ALONG SAID THREAD S63°28'50"W A DISTANCE OF 
63.91 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 
N67°31'33"W A DISTANCE OF 162.28 FEET TO A POINT; THENCE CONTINUING 
ALONG SAID THREAD N82°22'37"W A DISTANCE OF 154.09 FEET TO A POINT; 
THENCE CONTINUING ALONG SAID THREAD S46°18'18"W A DISTANCE OF 
74.82 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 
N80°07'05"W A DISTANCE OF 129.71 FEET TO A POINT; THENCE CONTINUING 
ALONG SAID THREAD N68°35'34"W A DISTANCE OF 67.65 FEET TO A POINT; 
THENCE CONTINUING ALONG SAID THREAD S80°01'01"W A DISTANCE OF 
64.44 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 
S69°26'30"W A DISTANCE OF 161.87 FEET TO A POINT; THENCE CONTINUING 
ALONG SAID THREAD S80°37'08"W A DISTANCE OF 170.79 FEET TO A POINT; 
THENCE CONTINUING ALONG SAID THREAD S70°17'12"W A DISTANCE OF 
287.11 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 
S78°27'53"W A DISTANCE OF 639.90 FEET TO A POINT; THENCE CONTINUING 
ALONG SAID THREAD S82°27'10"W A DISTANCE OF 474.86 FEET TO A POINT; 
THENCE CONTINUING ALONG SAID THREAD S82°30'12"W A DISTANCE OF 
603.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 
S82°22'12"W A DISTANCE OF 410.38 FEET TO A POINT; THENCE CONTINUING 
ALONG SAID THREAD S78°34'51"W A DISTANCE OF 382.68 FEET TO A POINT; 
THENCE CONTINUING ALONG SAID THREAD S71°10'21"W A DISTANCE OF 
318.61 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 
S71°06'23"W A DISTANCE OF 378.43 FEET TO A POINT; THENCE CONTINUING 
ALONG SAID THREAD S70°09'13"W A DISTANCE OF 418.14 FEET TO A POINT; 
THENCE CONTINUING ALONG SAID THREAD S68°18'40"W A DISTANCE OF 
279.16 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 
S68°08'59"W A DISTANCE OF 317.16 FEET TO A POINT; THENCE CONTINUING 
ALONG SAID THREAD S58°08'36"W A DISTANCE OF 278.87 FEET TO A POINT; 
THENCE CONTINUING ALONG SAID THREAD S71°19'38"W A DISTANCE OF 
198.98 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 
S42°04'20"W A DISTANCE OF 170.76 FEET TO A POINT; THENCE CONTINUING 
ALONG SAID THREAD S41°18'46"W A DISTANCE OF 274.98 FEET TO A POINT; 
THENCE CONTINUING ALONG SAID THREAD S42°36'11"W A DISTANCE OF 
48.26 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 
N88°55'21"W A DISTANCE OF 23.01 FEET TO A POINT; THENCE CONTINUING 
ALONG SAID THREAD N75°28'47"W A DISTANCE OF 79.97 FEET TO A POINT; 
THENCE CONTINUING ALONG SAID THREAD S80°13'09"W A DISTANCE OF 
166.33 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 
S58°20'54"W A DISTANCE OF 361.72 FEET TO A POINT; THENCE CONTINUING 
ALONG SAID THREAD S58°30'08"W A DISTANCE OF 114.68 FEET TO A POINT; 
THENCE CONTINUING ALONG SAID THREAD S35°40'44"W A DISTANCE OF 
218.27 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD 
S18°21'48"W A DISTANCE OF 105.47 FEET TO A POINT; THENCE CONTINUING
ALONG SAID THREAD S77°43'17"W A DISTANCE OF 83.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S63°27'45"W A DISTANCE OF 217.64 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S80°31'48"W A DISTANCE OF 180.61 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S31°47'16"W A DISTANCE OF 108.86 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N87°50'47"W A DISTANCE OF 146.28 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S75°24'01"W A DISTANCE OF 63.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S15°07'35"W A DISTANCE OF 100.23 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S39°29'18"W A DISTANCE OF 164.43 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S53°19'44"W A DISTANCE OF 87.82 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S58°05'39"W A DISTANCE OF 494.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N64°43'08"W A DISTANCE OF 85.31 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S81°21'08"W A DISTANCE OF 241.86 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S63°12'28"W A DISTANCE OF 101.67 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S13°37'18"W A DISTANCE OF 181.42 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S50°56'28"W A DISTANCE OF 109.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S11°54'08"W A DISTANCE OF 67.43 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S27°57'41"E A DISTANCE OF 79.64 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S28°37'57"W A DISTANCE OF 369.67 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S48°38'27"W A DISTANCE OF 88.45 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S14°55'39"W A DISTANCE OF 105.38 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S65°28'55"W A DISTANCE OF 202.83 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S17°48'10"W A DISTANCE OF 103.05 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S67°30'33"W A DISTANCE OF 180.55 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S56°38'25"W A DISTANCE OF 228.60 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N65°11'33"W A DISTANCE OF 74.82 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S17°43'38"W A DISTANCE OF 148.29 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S26°25'28"W A DISTANCE OF 234.58 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S11°51'03"W A DISTANCE OF 27.11 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S41°54'20"W A DISTANCE OF 456.62 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S13°02'27"E A DISTANCE OF 66.31 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S56°49'57"W A DISTANCE OF 47.35 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S23°38'80"W A DISTANCE OF 136.14 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S44°58'35"W A DISTANCE OF 132.84 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S19°59'49"E A DISTANCE OF 111.46 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S21°28'38"E A DISTANCE OF 100.86 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S08°21'37"W A DISTANCE OF 227.33 FEET TO A POINT; THENCE CONTINUING
ALONG SAID THREAD S16°21'06"W A DISTANCE OF 302.11 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S15°07'57"E A DISTANCE OF 116.02 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S21°43'12"W A DISTANCE OF 273.02 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S51°63'32"W A DISTANCE OF 106.60 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S29°34'09"W A DISTANCE OF 116.10 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S32°43'04"W A DISTANCE OF 528.77 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S74°44'52"W A DISTANCE OF 298.79 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S40°33'54"W A DISTANCE OF 551.91 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S23°54'52"W A DISTANCE OF 302.08 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S52°16'52"W A DISTANCE OF 210.97 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S24°36'08"W A DISTANCE OF 201.08 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S44°19'48"W A DISTANCE OF 222.42 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S08°46'35"W A DISTANCE OF 206.88 FEET TO A POINT; THENCE DEPARTING SAID THREAD OF SAINT AUGUSTINE CREEK N86°57'32"W A DISTANCE OF 824.07 FEET TO A 5/8" REBAR; THENCE N86°08'20"W A DISTANCE OF 1658.58 FEET TO A CONCRETE MONUMENT; THENCE S01°39'12"W A DISTANCE OF 541.84 FEET TO A 5/8" REBAR; THENCE N87°43'17"W A DISTANCE OF 1503.84 FEET TO A 1" IRON PIPE; THENCE N87°42'34"W A DISTANCE OF 121.34 FEET TO A 1" IRON PIPE; THENCE N87°19'24"W A DISTANCE OF 128.16 FEET TO A 1" IRON PIPE; THENCE N88°09'02"W A DISTANCE OF 114.42 FEET TO A 1" IRON PIPE; THENCE N87°52'33"W A DISTANCE OF 121.41 FEET TO A 1" IRON PIPE; THENCE N02°28'27"E A DISTANCE OF 308.11 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N86°10'05"W A DISTANCE OF 1412.98 FEET TO A 2" IRON PIPE; THENCE N67°49'30"W A DISTANCE OF 922.78 FEET TO A LIGHT WOOD HUB; THENCE S76°31'13"E A DISTANCE OF 712.14 FEET TO A 5/8" REBAR; THENCE S80°19'09"W A DISTANCE OF 1101.57 FEET TO A CONCRETE MONUMENT; THENCE N18°42'41"E A DISTANCE OF 3180.79 FEET TO A CONCRETE MONUMENT; THENCE S86°20'19"E A DISTANCE OF 273.28 FEET TO A LIGHT WOOD HUB; THENCE N35°08'44"E A DISTANCE OF 1120.86 FEET TO A CONCRETE MONUMENT; THENCE S86°47'40"E A DISTANCE OF 448.82 FEET TO A CONCRETE MONUMENT; THENCE S88°48'19"E A DISTANCE OF 426.14 FEET TO A CONCRETE MONUMENT; THENCE N64°05'53"E A DISTANCE OF 389.84 FEET TO A CONCRETE MONUMENT; THENCE N65°07'14"E A DISTANCE OF 40.00 FEET TO A CONCRETE MONUMENT; THENCE N65°08'00"E A DISTANCE OF 500.82 FEET TO A CONCRETE MONUMENT; THENCE N58°07'46"E A DISTANCE OF 338.28 FEET TO A LIGHT WOOD HUB; THENCE N08°39'41"W A DISTANCE OF 343.39 FEET TO A CONCRETE MONUMENT; THENCE N01°12'59"E A DISTANCE OF 171.83 FEET TO A CONCRETE MONUMENT; THENCE N19°16'43"W A DISTANCE OF 284.48 FEET TO A CONCRETE MONUMENT; THENCE N19°18'01"W A DISTANCE OF 358.83 FEET TO A CONCRETE MONUMENT; THENCE N19°09'43"W A DISTANCE OF 240.65 FEET TO A CONCRETE MONUMENT; THENCE N30°25"W A DISTANCE OF 80.33
FEET TO A CONCRETE MONUMENT; THENCE N20°28'27"W A DISTANCE OF 693.42 FEET TO A 5/8" REBAR; THENCE N18°10'40"W A DISTANCE OF 540.87 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N06°23'15"E A DISTANCE OF 196.46 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S74°19'03"E A DISTANCE OF 1268.14 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N16°17'32"E A DISTANCE OF 681.26 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S69°27'36"E A DISTANCE OF 38.11 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S40°29'56"E A DISTANCE OF 622.29 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S40°39'56"E A DISTANCE OF 242.22 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N65°14'14"E A DISTANCE OF 119.07 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N77°40'45"E A DISTANCE OF 303.05 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N47°19'18"E A DISTANCE OF 115.78 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N73°17'22"E A DISTANCE OF 626.76 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N15°41'22"E A DISTANCE OF 584.41 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N27°04'45"E A DISTANCE OF 340.29 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N62°27'44"E A DISTANCE OF 382.38 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N13°55'56"E A DISTANCE OF 793.36 FEET TO A CONCRETE MONUMENT; THENCE N14°49'27"E A DISTANCE OF 229.24 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N69°18'57"E A DISTANCE OF 608.46 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S8°09'18"E A DISTANCE OF 198.33 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S19°58'47"E A DISTANCE OF 330.38 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S20°51'59"E A DISTANCE OF 557.34 FEET TO A 5/8" REBAR; THENCE S19°31'59"E A DISTANCE OF 311.62 FEET TO A 5/8" REBAR; THENCE S24°00'69"E A DISTANCE OF 203.28 FEET TO A 5/8" REBAR; THENCE S20°44'59"E A DISTANCE OF 1735.80 FEET TO A 5/8" REBAR; THENCE S20°27'59"E A DISTANCE OF 1041.78 FEET TO A 5/8" REBAR; THENCE S20°32'59"E A DISTANCE OF 988.70 FEET TO A 5/8" REBAR; THENCE S20°28'59"E A DISTANCE OF 238.25 FEET TO A LIGHT WOOD HUB; THENCE N65°02'22"E A DISTANCE OF 281.82 FEET TO A 5/8" REBAR; THENCE N68°44'22"E A DISTANCE OF 226.38 FEET TO A 5/8" REBAR; THENCE N47°51'22"E A DISTANCE OF 598.84 FEET TO A 5/8" REBAR; THENCE N47°32'22"E A DISTANCE OF 743.82 FEET TO A 5/8" REBAR; THENCE N47°27'22"E A DISTANCE OF 446.82 FEET TO A 5/8" REBAR; THENCE N48°57'22"E A DISTANCE OF 269.94 FEET TO A 5/8" REBAR; THENCE N48°06'22"E A DISTANCE OF 526.02 FEET TO A 5/8" REBAR; THENCE N48°04'26"E A DISTANCE OF 93.11 FEET TO A 1/2" REBAR; THENCE N48°06'10"E A DISTANCE OF 894.81 FEET TO A 5/8" REBAR; THENCE N48°01'40"E A DISTANCE OF 545.16 FEET TO A 5/8" REBAR; THENCE
N48°31'10"E A distance of 268.39 feet to a concrete monument; thence N50°01'23"E a distance of 239.16 feet to a 5/8" rebar; thence N47°35'58"E a distance of 825.22 feet to a concrete monument; thence N48°10'24"E a distance of 678.26 feet to a concrete monument; thence N47°08'32"E a distance of 974.56 feet to a concrete monument; thence N47°38'47"E a distance of 421.84 feet to a concrete monument; thence N48°19'46"E a distance of 276.67 feet to a concrete monument; thence N47°20'12"E a distance of 798.07 feet to a concrete monument; thence N47°37'01"E a distance of 296.13 feet to a concrete monument; thence N48°03'08"E a distance of 383.04 feet to a point on the southern right-of-way line of Georgia Highway No. 30; thence continuing along said right-of-way line along a curve to the right an arc length of 361.79 feet to a 5/8" rebar said curve having a radius of 5688.56 feet, with a chord bearing of S84°30'28"E and a chord length of 361.72 feet; thence continuing along said right-of-way line S84°06'28"E a distance of 178.07 feet to a 5/8" rebar; thence continuing along said right-of-way line along a curve to the left an arc length of 324.08 feet to a point said curve having a radius of 4879.56 feet, with a chord bearing of S96°32'21"E and a chord length of 324.03 feet; thence continuing along said right-of-way line S00°62'30"W a distance of 10.00 feet to a 6/8" rebar; thence continuing along said right-of-way line S98°07'30"E a distance of 1755.13 feet to a 1" iron pipe, the point of beginning.
LESS AND EXCEPT:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND situate, lying and being in Chatham County, Georgia and being known and designated as a 5.14 acre portion of L.P.R.C. Godley #2 Tract as shown on that certain map or plat entitled "Stagecoach Recombination, a Recombination Of The Hopkins Tract and A Portion of the International Paper Realty Corporation's Godley #2 Tract," dated September 3, 2008, made by Vincent Helmly, GRLS No. 1882, and recorded in Plat Book 41P, Page 36, in the Office of the Clerk of Superior Court of Chatham County, Georgia. For a more particular description, reference is hereby made to the aforesaid subdivision map, which is specifically incorporated herein and made a part hereof. This conveyance is made subject to all zoning ordinances, easements, restrictive covenants and rights of way of record affecting said described property.

AND

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND CONTAINING 77.7 ACRES LYING AND BEING IN THE 8TH GM DISTRICT, CHATHAM COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE INTERSECTION HODGEVILLE ROAD, AND GEORGIA HIGHWAY 30; THENCE S7°43'37"W A DISTANCE OF 178 FEET TO A 1" IPF LOCATED ON THE SOUTHERN RIGHT-OF-WAY LINE GEORGIA HIGHWAY 30 THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S12°31'51"W A DISTANCE OF 950.29 FEET TO A 1" IPF; THENCE S34°31'51"W A DISTANCE OF 580.01 FEET TO A 5/8" REBAR; THENCE N87°28'09"W A DISTANCE OF 216.00 FEET TO A 5/8" REBAR; THENCE N14°28'09"W A DISTANCE OF 698.53 FEET TO A 5/8" REBAR; THENCE N49°06'15"E A DISTANCE OF 1050.53 FEET TO A 5/8" REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 30; THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 30 ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 319.03 FEET TO A 5/8" REBAR, SAID CURVE HAVING A RADIUS OF 4979.66 FEET, WITH A CHORD BEARING OF S86°54'06"E, WITH A CHORD LENGTH OF 318.98 FEET; THENCE CONTINUING THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 30 S'52°30"W A DISTANCE OF 10.00 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 30 S89°07'30"E A DISTANCE OF 1755.13 FEET TO A 1" IPF THE POINT OF BEGINNING. THIS 77.7 ACRES BEING SHOWN ON A MAP OR PLAT DESCRIBED AS "PARCEL A & B BEING A SUBDIVISION OF A PORTION OF THE GODLEY 2 TRACT, 8TH GM DISTRICT, PORT WENWORTH, CHATHAM COUNTY, 9TH & 1159TH G.M. DISTRICT EFFINGHAM COUNTY, GEORGIA", SURVEYED FOR ROY Patel BY WILLIAMS AND ASSOCIATES, INC., LAND SURVEYORS, DATED NOVEMBER 14, 2006 AND RECORDED IN PLAT BOOK 37-S, PAGE 28A, CHATHAM COUNTY, GEORGIA PUBLIC RECORDS. FOR A MORE PARTICULAR DESCRIPTION, REFERENCE IS MADE TO THE AFOREMENTIONED PLAT FILED OF RECORD.
August 16, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
    Cynthia Howze
    108 Godley Road, Rincon GA 31326
    Pin: 419-1A
    Total Acres: 72.15 Acres to be rezoned: 72.15

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to I-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval
   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
CHATHAM ZONING

7/14/2022, 2:36:12 PM

- Zoning
- Property Boundaries (Parcels)
### Tax Commissioner Summary

- **Status**: ACTIVE
- **Tax District/Description**: 070-PORT WENTWORTH
- **Legal Description**: E PT OF PARCEL D SUB OF PARCEL A BEING PT OF THE GODLEY 2 TRACT

### Parcel Information

- **Property Class**: A5 - Agricultural Large Tracts
- **Mortgage Company**: 
- **Exemptions**: 

### Most Current Owner

- **Current Owner**: ANSGARHAY LLC
- **Co-Owner**: 
- **Care Of**: Mailing Address
- **Mailing Address**: 130 SAN MARCO DR TYBEE ISLAND GA 31328

### Digest Owner (January 1)

- **Owner**: ANSGARHAY LLC
- **Co-Owner**: 
- **Care Of**: Mailing Address
- **Mailing Address**: 130 SAN MARCO DR TYBEE ISLAND GA 31328

### Tax (Penalties and Interest Included through Current Date)

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### Payment Information

- **Payment Sequence**: 4163706482
- **User ID Location**: PFLATSON-1300 CASHIER
- **Effective Date**: 12/09/2021 W
- **Business Date**: 12/09/2021 P21
- **Payment Applied**: $2,720.82
- **Tolerance Overpayment**: $0.00
- **Payment Methods**: CHECK/2,720.82
- **Total Payment**: $2,720.82

### Payer Details

https://www.chathamtax.org/PT/Datalets/PrintDatalet.aspx?pin=7101701017&gsp=RESIDENTIAL&taxyear=2021&jur=003&ownerseq=0&card=1&roll=RE&State=...
STATE OF GEORGIA  
EFFINGHAM COUNTY  

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
419-1A  

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
419-1A  

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.  

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

WHEREAS, ANSGARHAY, LLC, has filed an application to rezone eight (8.0) +/- acres; from AR-1 to I-1 for a surface mine; map and parcel number 419-1A, located in the 2nd commissioner district, and  

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

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

IT IS HEREBY ORDAINED THAT eight (8.0) +/- acres; map and parcel number 419-1A, located in the 2nd commissioner district, is rezoned from AR-1 to I-1 with the following stipulations:  

1. This rezoning allows a surface mine only. No other I-1 uses are allowed.  
2. Development shall meet the requirements of Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands.  
3. Business operator meets the requirements of Chapter 74 - Traffic, Sec. 74-8 Designated Truck Routes.  
4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.  
5. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.  
6. The subdivision plat must be approved by the Zoning Administrator.  
7. The applicant shall notify the Zoning Administrator at the time of final reclamation of the borrow pit and close out of this mining operation and, upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, a minor recombination subdivision plat shall be submitted to the County and the zoning of the property shall revert to AR-1.  
8. Entrance drive/road into surface mine property is to be paved from edge of existing road (paved or unpaved) to County right of way or to radius point. Pavement is to be at minimum 8" thick graded aggregate base course with 3" thick asphalt surface course.  
9. Pavement section is to be 24 ft minimum width at County right of way, with a 30 ft radius on each side.  
   a. Figure 1 of this section illustrates the surface mine entrance road requirements.
10. A driveway culvert is to be installed if the right of way contains a roadside ditch or drainage swale, to allow for the continuation of drainage control along the right of way.

11. The surface mine operator must install a sign facing the County road. The sign will include the following information:
   a. Surface mine company name
   b. Surface mine company phone number
   c. Surface mine’s EPD permit number

12. “Trucks Entering Road” signs are also to be installed at locations to be determined by the County Engineer. A “Stop” sign is to be placed in the right of way to control trucks entering a County road from the surface mine operation.

13. Surface mine operator to maintain and keep clean the paved section within the County right of way, and the immediate area of the County road at the surface mine entrance.

14. Access into the surface mine property is to be secured with a locked gate that prevents access during non-business hours.

15. No trucks shall enter or exit the surface mine on any road in Effingham County. Access to the surface mine shall be limited to the easement in Chatham County.

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

This 3rd day of November, 2020

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: Wesley M. Corbitt, Chairman

ATTEST:

STEPHANIE D. JOHNSON
COUNTY CLERK

FIRST/SECOND READING: 10/20/2020
11/03/2020
August 5, 2022

Teresa Concannon, AICP
Planning and Zoning Manager
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

Dear Teresa:

Please accept this correspondence as official notice that the City of Bloomingdale is in opposition to the zoning proposal on the Godley Road property. A speculative industrial land use that could include warehousing or container storage in that area and its impact on a City of Bloomingdale road is not feasible.

In addition, the City Council is in the process of considering a City Ordinance prohibiting truck traffic from traveling on the City owned portion of Godley Road and other roads in the area such as Stagecoach Road.

Please consider the City Council’s opposition to this zoning proposal and deny the proposal in its current form. Thank you for your consideration.

Sincerely,

Charles D. Akridge, City Administrator

CC: Mayor Baxter and City Council
    Raymond Dickey, City Attorney
    Eric Lawson, Effingham County Assistant County Manager
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 **Cindy Howze as Agent for Anschay**, **LLC**– (Map # 419 Parcel # 1A) from **AR-1** to **I-1** zoning.

- [ ] 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 – August 15, 2022

[Signatures]

[Stamp: 8/15/22]
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL______ DISAPPROVAL______

Of the rezoning request by applicant Cindy Howze as Agent for Ansgarhay, LLC—(Map # 419 Parcel # 1A) from AR-1 to I-1 zoning.

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

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

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

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

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

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

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

Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_______               DISAPPROVAL_______

Of the rezoning request by applicant Cindy Howze as Agent for Ansgarhay, LLC~ (Map # 419 Parcel # 1A) from AR-1 to I-1 zoning.

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

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

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

Yes      No ? 4. Does the property which is proposed to be rezoned have or 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 Cindy Howze as Agent for Ansgarhay, LLC—(Map # 419 Parcel # 1A) from AR-1 to I-1 zoning.

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

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

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

Yes No 4. Does the property which is proposed to be rezoned have a 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 – August 15, 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 Cindy Howze as Agent for Ausgarhay, LLC-- (Map # 419 Parcel # 1A) from AR-1 to I-1 zoning.

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

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

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

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

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

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

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

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

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 6, 2022

Item Description: Cindy Howze as Agent for Ansgarhay, LLC requests to rezone 72.15 acres from AR-1 to I-1, to allow for future industrial use. Located at 108 Godley Road. Map# 419 Parcel# 1A

Summary Recommendation
Staff has reviewed the application, and recommends denial of the request to rezone 72.15 acres from AR-1 to I-1, to allow for future industrial use.

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.
- This rezoning application was not referred for regional review, as no proposed use or site plan was submitted, and the acreage is below the threshold requiring a regional review for industrial rezoning.
- Other I-1 zoned parcels in the area have been rezoned for use as surface mines accessing Godley Road. An 8-acre portion of this property was rezoned to I-1 for use as a surface mine in November 2020.
- This parcel is partially located in Chatham County (Port Wentworth). Port Wentworth submitted a letter certifying that the portion in their jurisdiction is zoned for surface mining.
- No concept plan has been submitted. The parcel has no direct access to Godley Road in Effingham County. 399A-4 is also owned by the applicant, and has been used in the past as access for 419-1A.
- 399A-4 is zoned AR-2, and is not part of this application.
- According to the Future Land Use map, the area is proposed for residential and agricultural use.
- The Effingham County portions of the parent parcel are narrow, and would be substantially covered by 300’ buffers if the proposed use is I-1 heavy industrial. In the absence of a development plan, we cannot determine whether there is adequate space for an industrial use, or if Effingham roads are impacted.
- Godley Road is not a designated truck route. In recent months, the City of Bloomingdale has submitted letters of opposition to rezoning and sketch plan applications for heavy industrial uses on Godley Road.
- Road improvements, road maintenance agreements, and/or bonds may be necessary to address the concerns of all affected jurisdictions.
- At the August 15, 2022 Planning Board meeting, Ryan Thompson made a motion to deny the request to rezone 72.15 acres from AR-1 to I-1.
- The motion was seconded by Alan Zipperer, and approved by four members. Dave Burns opposed.

Alternatives

1. Approve the request to rezone 72.15 acres from AR-1 to I-1, with conditions:
   1. The parcel must be combined with a parcel that has frontage on Godley Road.
   2. The applicant shall meet and develop agreements with affected jurisdictions, to address road maintenance concerns.
   3. A Sketch Plan must be submitted for approval by the Board of Commissioners.
   5. All wetland impacts must be approved and permitted by USACE.
   6. A traffic study will be required, pursuant to Effingham County Traffic Study Requirements.
   7. Business operator shall meet the requirements of Sec. 74-8 Designated Truck Routes.

2. Deny the request to rezone 72.15 acres from AR-1 to I-1.

Recommended Alternative: 2
Other Alternatives: 1
Department Review: Development Services
FUNDING: N/A
Attachments: Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 419-1A
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 419-1A

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS CINDY HOWZE AS AGENT FOR ANSGARHAY, LLC has filed an application to rezone seventy-two and fifteen hundredth (72.15) +/- acres; from AR-1 to I-1 to allow for industrial use; map and parcel number 419-1A, located in the 1st & 2nd commissioner district, and

WHEREAS, a public hearing was held on September 6, 2022 and notice of said hearing having been published in the Effingham County Herald on August 17, 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 July 27, 2022; and

IT IS HEREBY ORDAINED THAT seventy-two and fifteen hundredth (72.15) +/- acres; map and parcel number 419-1A, located in the 1st & 2nd commissioner district is rezoned from AR-1 to I-1, with the following conditions:

1. The parcel must be combined with a parcel that has frontage on Godley Road.
2. The applicant shall meet and develop agreements with affected jurisdictions, to address road maintenance concerns.
3. A Sketch Plan must be submitted for approval by the Board of Commissioners.
5. All wetland impacts must be approved and permitted by USACE.
6. A traffic study will be required, pursuant to Effingham County Traffic Study Requirements.
7. Business operator shall meet the requirements of Sec. 74-8 Designated Truck Routes.

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