1. October 4, 2022 Meeting Agenda
   Documents:
   10042022 MEETING AGENDA.PDF

2. October 4, 2022 Agenda Material
   Documents:
   10042022 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

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II. Roll Call
III. Invocation
IV. Pledge to the American Flag
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VI. Minutes - Consideration to approve the September 20, 2022 regular meeting minutes
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   2. [2022-535 Resolution] Mark Barnes
      Consideration to approve Resolution# 022-044 to amend the Fiscal Year 2022 budget
3. **[2022-536 Resolution]** Teresa Concannon
   Consideration approve Resolution # 022-045 to extend a moratorium on rezoning for R-3 multifamily housing and R-6 single family residential development, for a period of forty-two (42) days

4. **[2022-537 Ordinance]** Teresa Concannon
   Consideration to approve the First Reading of an Ordinance to amend Article II - Definitions; Article V - Uses Permitted in Districts, Section 5.6, R-3 Multifamily; and Section 5.8, R-6 Single Family Residential of the Code of Ordinances

5. **[2022-538 Change Order]** Alison Bruton
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11. **[2022-544 Job Description]** Sarah Mausolf
    Consideration to approve and publish a Job Description for a new position in the Probation Office

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

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

XII. **Executive Session Minutes** - Consideration to approve the September 20, 2022 executive session minutes

XIII. **Planning Board** - 6:00 pm

1. **[2022-545 Public Hearing]** Teresa Concannon
   The Planning Board recommends approving an application by Carley & Tyler Dunn for a Variance located at 100 Hagin Street to reduce required building setbacks, to allow for the replacement of a dwelling, zoned AR-1. [Map# 296A Parcel# 44] in the First District
2. [2022-546 Second Reading]  
   Consideration to approve the Second Reading of an application by Carley & Tyler Dunn for a Variance located at 100 Hagin Street to reduce required building setbacks, to allow for the replacement of a dwelling, zoned AR-1. [Map# 296A Parcel# 44] in the First District

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   The Planning Board recommends approving an application by Tad Segars to rezone 1.28 acres located on Roebling Road from I-1 to AR-2 to allow for combination with an adjacent parcel Map# 377 Parcel# 2 in the First District

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XIV. Adjournment
Staff Report

Subject: Motorola Service Agreement
Author: Chris Reed, I.T. Director, Clint Hodges, Fire Chief/EMA Director, Jay Spinks, E911 Director, Jimmy McDuffie, Sheriff, Wanda McDuffie, Emergency Medical Services (EMS) Director
Department: Information Technology, Fire/Emergency Management, E911 Services, Sheriff’s Office, Emergency Medical Services (EMS)
Meeting Date: 10-04-2022

Item Description: Consideration to approve a services agreement with Motorola Solutions for the Annual Maintenance Agreement for the 700/800 Mhz Radio System and 911 consoles.

Summary Recommendation: Effingham County’s emergency service radios operate on the SEGARRN radio network, along with several other Coastal Counties. Effingham County’s portion of this radio network underwent a major upgrade to digital equipment and brought the county’s south tower site online a few years back. The county’s portion of the system, which includes three tower sites, the 911 radio dispatch consoles, and Sheriff’s Office radio dispatch consoles. This is the fourth year of our maintenance agreement since the upgrade.

Executive Summary/Background:
1. The current warranty maintenance agreement discontinued on July 31st, we are currently under a grace period.
2. Communications equipment is vulnerable to a number of force majeure events that could cripple the infrastructure and affect public safety communications if left inoperable for any period of time.
3. This communications infrastructure is critical to all Public Safety including county Fire, EMS, Sheriff’s Office, EMA, our cities Law Enforcement, and Fire, along with State and Regional agencies including State Patrol, Forest Service, Department of Natural Resources, Flight EMS Services, and other SEGARRN Public Safety members.
4. The board has approved and spent millions building out, upgrading, and maintaining our Public Safety communications infrastructure in the past, it would be a major loss to the community to not maintain it and let it fail.
5. This agreement will ensure the County’s Radio System Infrastructure, 911 radio dispatch consoles and the Sheriff’s Office radio consoles are maintained and functional for the next year.
6. The Sheriff’s Office radio consoles were added to this contract to save from having two separate service agreements which cost more.

Alternatives for Commission to Consider:
1. Board approval of the Services Agreement with Motorola Solutions.
2. Do not approve the Services Agreement with Motorola Solutions.

Recommended Alternative:
Staff recommends Alternative number 1

Other Alternatives: N/A
**Department Review:** Information Technology / Emergency Management / 911 Services / Sheriff’s Office / Emergency Medical Services (EMS)

**Funding Source:** Total: $173,591.07, to be paid in twelve monthly installments of $14,465.92, of which a percentage can be funded by 911 Recovery Fees collected, with the remaining funded by the General Fund. This was budgeted in this budget year.

**Attachments:**
1. Service Agreement (Contract No: USC000003680)
**SERVICE AGREEMENT**

Date: 03-AUG-2022

**Contract Number:** USC000003680

**Contract Modifier:** R02-APR-22 09:30:55

---

**Company Name:** Effingham County Board Of Commissioners  
**Attn.:** Chris Reed  
**Billing Address:** 601 N Laurel St  
**City, State, Zip Code:** Springfield, GA 31329  
**Customer Contact:** Chris Reed  
**Phone:** 912-754-8201

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Sub Total $14,465.92 $173,591.07  
Taxes $0.00 $0.00  
Grand Total $14,465.92 $173,591.07

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THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.
I have received Statements of Work which describes the cybersecurity services provided on this Agreement. Motorola's Service Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at http://www.motorolasolutions.com/cyber-renewals-integrations) by reference.

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*Service Opt-out - I have received a briefing on this service and choose not to subscribe.

If Selecting "Not Applicable", please see below reason codes:

1. Infrastructure / Product / Release not supported
2. Tenant or user restrictions
3. Customer purchased/existing service(s)

Notation: *This section is to be completed by the CSM in conjunction with Customer during dialog*

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<tbody>
<tr>
<td>GEOFFREY THAMES</td>
<td>+1 (478) 3612323</td>
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Company Name: Effingham County Board Of Commissioners
Contract Number: USC000003680
Contract Modifier: R02-APR-22 09:30:55
Contract Start Date: 01-AUG-2022
Contract End Date: 31-JUL-2023

Revised Oct 9, 2021
Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. “Agreement” means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. “Services” means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer’s obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola’s reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;
excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT
Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT
8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer’s sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION
10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

Revised Oct 9, 2021
termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS
12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS
13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS
Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY
Revised Oct 9, 2021
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer’s custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola’s use without charge and may be removed from Customer’s premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS
17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party’s reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a “Separated Business”), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a “Separation Event”), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola’s then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.
Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this “Acknowledgement”) is entered into between Motorola Solutions, Inc. (“Motorola”) and the entity set forth in the signature block below (“Customer”).

1. **Applicability and Self Deletion.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

   **NOTE:** This Acknowledgement is self deleting if not applicable under this Section 1.

2. **Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the Cyber Subscription Renewals and Integrations Addendum available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties’ agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. **Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. **Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

**Motorola Solutions, Inc.**

By: ___________________________

Name: _________________________

Title: __________________________

Date: __________________________

**Customer: ____________________**

By: ___________________________

Name: _________________________

Title: __________________________

Date: __________________________

Revised Oct 9, 2021
Staff Report

Subject: FY 2022 Budget Amendment
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 10/4/22
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 for Animal Shelter.

2. New funding is requested for some special funds, including:
   a. The allocation of ARPA reimbursements for FY 2022’s spending on ARPA projects.
   b. The funding for the Rincon-area EMS station.
   c. SPLOST bond issuance costs.
   d. Additionally, self-funded stop loss insurance reimbursement revenues are being allocated towards claims expenses.

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
State of Georgia
County of Effingham

RESOLUTION TO AMEND THE FY2021-2022 BUDGET

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

<table>
<thead>
<tr>
<th>DEPT</th>
<th>BUDGET AMENDMENTS</th>
<th>ACCT NO.</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>022</td>
<td>ANIMAL SHELTER MEDICAL</td>
<td>100-3910-022-52-3901</td>
<td>-7000.00</td>
<td>to re-allocate funds</td>
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<td>022</td>
<td>ANIMAL SHELTER PETCO GRANT</td>
<td>100-3910-022-53-1105</td>
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<td>to re-allocate funds</td>
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<tr>
<td>025</td>
<td>PUBLIC WORKS (ROADS) UTILITIES</td>
<td>270-4205-025-53-1210</td>
<td>10000.00</td>
<td>to re-allocate funds</td>
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<td>025</td>
<td>PUBLIC WORKS (ROADS) AUTOS &amp; TRUCKS</td>
<td>270-4205-025-54-2201</td>
<td>-1000.00</td>
<td>to re-allocate funds</td>
</tr>
<tr>
<td>029</td>
<td>RECREATION &amp; SPORTS MNGMT BUDGET REQUEST-COURT RECEIPTS</td>
<td>100-2150-007-52-3613</td>
<td>10000.00</td>
<td>to re-allocate funds</td>
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<tr>
<td>029</td>
<td>RECREATION &amp; SPORTS MNGMT OFFICE EQUIPMENT</td>
<td>100-2150-007-54-2501</td>
<td>-1000.00</td>
<td>to re-allocate funds</td>
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<td>099</td>
<td>SPLOST CITIES RINCON - FT HOWARD MILLAGE PMT</td>
<td>321-9000-099-57-1002</td>
<td>6000.00</td>
<td>to allocate roundabout millage revenue</td>
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<td>099</td>
<td>SPLOST CITIES FT HOWARD MILLAGE</td>
<td>321-31-1100</td>
<td>-6000.00</td>
<td>to allocate roundabout millage revenue</td>
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<td>231</td>
<td>AMERICAN RESCUE PLAN ACT OPERATING XFER OUT (WATER &amp; SEWAGE)</td>
<td>231-4400-231-61-1001</td>
<td>1029000.00</td>
<td>to allocate ARPA project funding</td>
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<td>231</td>
<td>AMERICAN RESCUE PLAN ACT OPERATING XFER OUT (WWTP)</td>
<td>231-4400-231-61-1002</td>
<td>100000.00</td>
<td>to allocate ARPA project funding</td>
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<td>AMERICAN RESCUE PLAN ACT OPERATING XFER OUT (SPLOST)</td>
<td>231-4400-231-61-1003</td>
<td>660000.00</td>
<td>to allocate ARPA project funding</td>
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<td>AMERICAN RESCUE PLAN ACT OPERATING XFER OUT (GENERAL FUND)</td>
<td>231-4400-231-61-1004</td>
<td>600000.00</td>
<td>to allocate ARPA project funding</td>
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<td>AMERICAN RESCUE PLAN ACT OPERATING XFER OUT (FIRE)</td>
<td>231-4400-231-61-1005</td>
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<td>to allocate ARPA project funding</td>
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<tr>
<td>231</td>
<td>AMERICAN RESCUE PLAN ACT AMERICAN RESCUE PLAN ACT (ARPA)</td>
<td>231-33-2100</td>
<td>-1800000.00</td>
<td>to allocate ARPA project funding</td>
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<tr>
<td>245</td>
<td>PRISON COMMISSARY COST OF GOODS SOLD</td>
<td>245-3420-245-52-3901</td>
<td>500000.00</td>
<td>to allocate commissary sales</td>
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<tr>
<td>245</td>
<td>PRISON COMMISSARY COMMISSARY SALES</td>
<td>245-34-2301</td>
<td>-500000.00</td>
<td>to allocate commissary sales</td>
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<td>322</td>
<td>SPLOST 2021 EMS STATION - RINCON AREA</td>
<td>322-3601-322-54-1305</td>
<td>313000.00</td>
<td>to allocate funding for EMS station</td>
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<td>322</td>
<td>SPLOST 2021 ISSUANCE COSTS</td>
<td>322-9000-322-58-4000</td>
<td>203000.00</td>
<td>to allocate bond issuance costs</td>
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<tr>
<td>322</td>
<td>SPLOST 2021 GO BOND PROCEEDS</td>
<td>322-39-3100</td>
<td>-516000.00</td>
<td>to allocate bond issuance costs</td>
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<tr>
<td>600</td>
<td>SELF-FUNDED INSURANCE CLAIMS</td>
<td>600-1541-600-52-1200</td>
<td>1300000.00</td>
<td>to allocate stop loss reimbursements</td>
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<td>600</td>
<td>SELF-FUNDED INSURANCE STOP LOSS REIMBURSEMENTS</td>
<td>600-34-1899</td>
<td>-1300000.00</td>
<td>to allocate stop loss reimbursements</td>
</tr>
</tbody>
</table>

0.00 net entries

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
Subject: Resolution to extend a moratorium on rezoning for R-3 multifamily and R-6 single family residential development.

Author: Teresa Concannon, AICP, Planning Manager

Department: Development Services

Meeting Date: October 4, 2022

Item Description: Consideration of a resolution to extend a moratorium on rezoning for R-3 multifamily and R-6 single family residential development, for a period of forty-two (42) days, while the county considers changes to its zoning ordinance.

Summary Recommendation: The interests of the public necessitate the enactment of a moratorium for health, safety, morals, aesthetics, and general welfare purposes.

Executive Summary/Background:
- As a part of planning, zoning, and growth management, the Board of Commissioners of Effingham County has been reviewing the County’s Comprehensive Plan and the Zoning Ordinance, and has studied the County’s best estimates of the type of development that can be anticipated within the unincorporated areas.
- The Board is committed to growth management that promotes health, safety, morals, aesthetics and the general welfare of the citizens of Effingham County. This includes management of congestion on County roads, security of the public from crime and other dangers, promotion of health and general welfare of residents, and protection of the aesthetic qualities of the County including access to air and light.
- The County is experiencing development pressures that include an increasing number of applications to rezone land for multi-family housing and high density single family residential development in the R-3 and R-6 zoning districts that are designed as rental communities, and has determined that a moratorium on new applications is necessary.
- On May 17, 2022, the Board voted to approve a moratorium (resolution no. 022-026) for ninety (90) days, to August 16, 2022.
- On August 2, 2022 the Board voted to extend the moratorium (resolution no. 022-033) by fifty (50) days, to October 2, 2022, while ordinance revisions were considered.
- The first reading of the ordinance revisions will occur on October 4, 2022. Additional time is needed to allow for the second reading and any additional revisions that may be required.

Alternatives for Commission to Consider
1 – Approve the resolution to extend a moratorium on rezoning land for R-3 multifamily and R-6 single family development for forty-two (42) days, ending November 16, 2022.
2 – Take no action.

Recommended Alternative: 1 Other Alternatives: N/A

Department Review: Development Services; County Attorney

Funding Source: N/A

Attachments:
1. Extension to Moratorium on rezoning land for R-3 multifamily and R-6 single family development.
2. Resolution No. 022-026
3. Resolution No. 022-033
STATE OF GEORGIA    
EFFINGHAM COUNTY    

RESOLUTION NO. ____

RESOLUTION OF EFFINGHAM COUNTY, GEORGIA, EXTENDING AN EXISTING MORATORIUM ON RESIDENTIAL RE-ZONINGS FOR PROPERTY TO BE USED FOR R-3 MULTI-FAMILY RESIDENTIAL AND R-6 SINGLE FAMILY RESIDENTIAL DISTRICT PURPOSES

WHEREAS, the Board of Commissioners of Effingham County, Georgia, (hereinafter referred to as “the Board”) directed Development Services to evaluate possible revisions to the Effingham County Zoning Ordinance and development regulations with respect to the regulation of R-3 multi-family residential and R-6 single family development so as to address current development trends; and

WHEREAS, on May 17, 2022, the Board adopted Resolution No. 022-026 implementing a three-month moratorium (hereinafter referred to as “Moratorium”) on re-zonings for property to be used for R-3 multifamily and R-6 single family residential district purposes; and

WHEREAS, on August 2, 2022, the Board adopted Resolution No. 022-033 implementing a fifty (50) day extension to the Moratorium on re-zonings for property to be used for R-3 multifamily and R-6 single family residential district purposes; and

WHEREAS, Development Services needs additional time to complete the revisions to the zoning ordinance; and

WHEREAS, it is in the best interest of the citizens of the County to extend the Moratorium; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

1. The Board does hereby extend the Moratorium until November 16, 2022.

2. The duration of this Moratorium shall be until this Board adopts amendments to its zoning ordinance, abandons this effort by vote of the Board, or until November 16, 2022.

3. The preamble of this Resolution shall be considered to be and is hereby incorporated by reference as if fully set out herein.
4. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with this Resolution.

5. The Resolution shall take effect immediately upon its adoption.

SO ADOPTED THIS ____ DAY OF OCTOBER, 2022.

BOARD OF COMMISSIONERS OF EFFINGHAM, COUNTY, GEORGIA

___________________________________
WESLEY CORBITT, CHAIRMAN

ATTEST:

____________________________________
STEPHANIE JOHNSON, CLERK

[COUNTY SEAL]
STATE OF GEORGIA  
EFFINGHAM COUNTY  

RESOLUTION NO. 022-033

RESOLUTION OF EFFINGHAM COUNTY, GEORGIA, EXTENDING AN EXISTING MORATORIUM ON RESIDENTIAL RE-ZONINGS FOR PROPERTY TO BE USED FOR R-3 MULTI-FAMILY RESIDENTIAL AND R-6 SINGLE FAMILY RESIDENTIAL DISTRICT PURPOSES

WHEREAS, the Board of Commissioners of Effingham County, Georgia, (hereinafter referred to as “the Board”) directed Development Services to evaluate possible revisions to the Effingham County Zoning Ordinance and development regulations with respect to the regulation of R-3 multi-family residential and R-6 single family development so as to address current development trends; and

WHEREAS, on May 17, 2022, the Board adopted Resolution No. 022-026 implementing a three-month moratorium (hereinafter referred to as “Moratorium”) on re-zonings for property to be used R-3 multifamily and R-6 single family residential district purposes; and

WHEREAS, Development Services needs additional time to complete the revisions to the zoning ordinance; and

WHEREAS, it is in the best interest of the citizens of the County to extend the Moratorium; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

1. The Board does hereby extend the Moratorium until October 5, 2022.

2. The duration of this Moratorium shall be until this Board adopts amendments to its zoning ordinance, abandons this effort by vote of the Board, or until October 5, 2022.

3. The preamble of this Resolution shall be considered to be and is hereby incorporated by reference as if fully set out herein.

4. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with this Resolution.

5. The Resolution shall take effect immediately upon its adoption.
SO ADOPTED THIS 2nd DAY OF AUGUST, 2022.

BOARD OF COMMISSIONERS OF EFFINGHAM, COUNTY, GEORGIA

WESLEY CORBITT, CHAIRMAN

ATTEST:

STEPHANIE JOHNSON, CLERK
RESOLUTION NO. 022-026
RESOLUTION ENACTING A MORATORIUM FOR A PERIOD OF THREE MONTHS ON COMMERCIAL AND RESIDENTIAL RE-ZONINGS FOR PROPERTY TO BE USED FOR R-3 MULTI-FAMILY RESIDENTIAL AND R-6 SINGLE FAMILY RESIDENTIAL DISTRICT PURPOSES WHILE THE COUNTY CONSIDERS CHANGES TO ITS ZONING ORDINANCE

WHEREAS, recent development trends in the County suggest that current trends for R-3 multi-family residential use and R-6 single family residential district use may not be adequately addressed by the current County Zoning Ordinance; and

WHEREAS, the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as “Board”) is vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the unincorporated areas of the County; and

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other development approvals where exigent circumstances warrant the same, pursuant to the case law found at Taylor v. Shetzen, 212 Ga. 101, 90 S.E.2d 572 (1955); Lawson v. Macon, 214 Ga. 278, 104 S.E.2d 425 (1958); and most recently City of Roswell et al v. Outdoor Systems, Inc., 274 Ga. 130, 549 S.E.2d 90 (2001); and

WHEREAS, the Courts take judicial notice of a local government's inherent ability to impose moratoria on an emergency basis; and

WHEREAS, the Georgia Supreme Court, in the case of DeKalb County v. Townsend, 243 Ga. 80 (1979), held that, “To justify a moratorium, it must appear first, that the interests of the public generally, as distinguished from those of a particular class, require such interference; and second, that the means are reasonably necessary for the accomplishment of the purpose, and not unduly oppressive upon individuals.” The Board has found that the interests of the public necessitate the enactment of a moratorium for health, safety, morals and general welfare purposes by means which are reasonable and not unduly oppressive; and

WHEREAS, the Board therefore considers it paramount that land use regulation continues in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the County. The Board has always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; and in particular the lessening of congestion on County roads, security of the public from crime and other...
dangers, promotion of health and general welfare of its citizens, protection of the aesthetic qualities of the County including access to air and light, and facilitation of the adequate provision of transportation and other public requirements; and

WHEREAS, it is the belief of the Board that the concept of “public welfare” is broad and inclusive; that the values it represents are spiritual as well as physical, aesthetic as well as monetary; and that it is within the power of the Board “to determine that a community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled,” Berman v. Parker, 348 U.S. 26, 75 S.Ct. 98 (1954), it is also the opinion of the Board that “general welfare” includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the County, making the most appropriate use of resources, preserving neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the County; and

WHEREAS, the Board is, and has been interested in developing a cohesive and coherent policy regarding residential and commercial growth and zoning in the County, and have intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the County as a whole; and

WHEREAS, the Board has directed the Development Services to evaluate possible revisions to the Effingham County Zoning Ordinance and development regulations with respect to the regulation of R-3 multi-family residential and R-6 single family development so as to address current development trends; and

WHEREAS, it is in the best interest of the citizens of the County to place a moratorium on the application and issuance of residential and commercial re-zonings until the review is completed.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

1. In order to adequately study said issues and any zoning ordinance amendments determined to be required, the Board finds as follows: the zoning ordinance and comprehensive land use plan require review as they relate to R-3 multi-family housing and R-6 single family housing; substantial detriment and irreparable harm may result if further regulation of R-3 multi-family housing and R-6 single family housing is needed and not implemented; said review of the ordinance and plan requires that a cessation of limited duration of rezoning be implemented with regard to R-3 multi-family housing and R-6 single family developments; and it is necessary and in the public’s interest to delay, for a reasonable and finite period of time, the acceptance or
processing of any applications for such developments to ensure that the design, development, and location are consistent with the long-term planning objectives of the County.

2. There is hereby imposed a moratorium on the acceptance by County staff of rezoning or the acceptance of applications for rezonings for the development of R-3 multi-family housing and R-6 single family developments as such as provided for under the zoning ordinance of the County. For purposes of this moratorium, the "multi-family developments" and "single family developments" are those that are currently allowed under the County zoning ordinance in the following zones:

Section 5.6 R-3 Multifamily Residential Districts.
Section 5.8 R-6 Single-family residential district (4.5 dwellings per acre).

3. The duration of this moratorium shall be until the County adopts amendments to its zoning ordinance, abandons this effort by vote of the Board, or until August 16, 2022.

4. This moratorium shall have no effect upon rezonings occurring before the effective date of this Resolution.

5. It is hereby declared to be the intention of the Board that all sections, paragraphs, sentences, clauses and phrases of this Resolution are and were, upon their enactment, believed by the Board to be fully valid, enforceable and constitutional. It is hereby declared to be the intention of the Board that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase therein. It is hereby further declared to be the intention of the Board, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Board that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

6. All Resolutions or parts of Resolutions in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

7. The preamble of this Resolution shall be considered to be and is hereby incorporated by reference as if fully set out herein.
8. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with this Resolution.

9. The Resolution shall take effect immediately upon its adoption.

SO ADOPTED THIS 17th DAY OF MAY, 2022.

BOARD OF COMMISSIONERS OF EFFINGHAM, COUNTY, GEORGIA

WESLEY CORBITT, CHAIRMAN

ATTEST:

STEPHANIE JOHNSON, COUNTYCLERK
Staff Report

Subject: Amendments to Article II – Definitions; Article V - Uses Permitted in Districts, Section 5.6. R-3 Multifamily; and Section 5.8. R-6 Single Family Residential

Author: Teresa Concannon, AICP, Planning Manager

Department: Development Services

Meeting Date: October 4, 2022

Item Description: Consideration to amend Article II – Definitions; Article V - Uses Permitted in Districts, Section 5.6. R-3 Multifamily; and Section 5.8. R-6 Single Family Residential

Summary Recommendation: In order to accommodate development proposals while promoting growth that is orderly and predictable, with the least amount of disturbance to landowners and to the citizens of the county, staff recommends approval of the revised Definitions, and R-3 and R-6 zoning districts.

Executive Summary/Background:
- The revisions include an update and expansion of Zoning Ordinance definitions, to clarify the county’s interest in promoting growth that is orderly and predictable, with the least amount of disturbance to landowners and to the citizens of the county:
  - Expanded information and guidance for development in the R-3 zoning district:
    - Define townhouse development standards
    - Density bonus program
  - Expanded guidance for development in the R-6 zoning district:
    - Planned single family home communities (build to rent) requirements
    - Density bonus program

Alternatives for Commission to Consider
1 – Approve amendments to Article II – Definitions; Article V - Uses Permitted in Districts, Sections 5.6. R-3 Multifamily Residential; 5.8. R-6 Single Family Residential.
2 – Take no action.

Recommended Alternative: 1 Other Alternatives: N/A

Department Review: Development Services; County Attorney

Funding Source: N/A

Attachments:
1. Proposed ordinance revisions: Multi-family and high-density residential
ARTICLE II. - DEFINITIONS

2.25 *Dwelling.* A building or portion of a building arranged or designed to provide living quarters for one or more families on a permanent or long-term basis.

2.25.1 *Condominium.* A building or series of buildings on the same lot or portions thereof containing more than one dwelling unit under separate ownership with joint ownership of common open spaces.

2.25.2 *Duplex.* A residential building designed for, or used as, the separate homes or residences of two separate and distinct families, but having the appearance of a single-family dwelling unit. Each individual unit in the duplex shall comply with the definition of single-family detached dwelling.

2.25.3 *Single-family detached dwelling.* A building or structure designed for and occupied as a residence exclusively by one family.

2.25.4 *Site-built single-family detached dwelling.* A single-family detached dwelling constructed on the building site from basic materials delivered to the site and constructed in accordance with all requirements of the building codes as adopted by the county.

2.25.5 *Class A single-family detached dwelling.* A site-built single-family detached dwelling, a one-family manufactured home, or a one-family industrialized home that meets or exceeds the compatibility standards for single-family dwellings under article III of the Housing Ordinance of Effingham County, Georgia.

2.25.6 *Class B single-family detached dwelling.* A site-built single-family detached dwelling, a one-family manufactured home, or a one-family industrialized home that does not meet the compatibility standards for single-family dwellings under article III of the Housing Ordinance of Effingham County, Georgia.

2.25.7 *Garden Apartment.* Three or more attached dwelling units in a two- or three-story building.

2.25.8 *Multifamily.* A building designed for or occupied by three or more families.

2.25.9 *Mixed-Use Residential.* The mixing of principal residential uses with non-residential uses. Mixed use residential may occur by the following:

a. Non-residential and multifamily in the same building (e.g., retail on ground floor, multifamily above), or

b. Multifamily and another primary non-residential use located in different buildings sited on the same lot or parcel (e.g., multifamily located on the same parcel as an office building).

c. Both options shall be designed, located, and oriented on the site so that non-residential uses are directly accessible to residents of the development. For the purposes of this section, "directly accessible" shall mean pedestrian access by way of improved sidewalks or paths and streets that do not involve leaving the development or using a major thoroughfare. "Directly accessible" does not necessarily mean that non-residential
uses need to be located in a particular location, but that the siting of such uses considers
the accessibility of the residential component of the development to the non-residential
use. Parking areas shall be designed to minimize distances between uses.

2.25.10 **Townhouse.** Three of more dwelling units, where each unit is on an
individual lot, share a common wall and are two to three stories in height.

2.60B **Planned single-family home community.** A subdivision used or intended for use
as a residential area occupied by single-family homes; conforming to an approved
development plan with appropriate and adequate community services, recreation
facilities, utilities, streets, and sidewalks provided by the developer; and in which the
subdivision is under single ownership or control.

**ARTICLE III. - GENERAL PROVISIONS**

5.6 - **R-3 Multifamily residential districts.**

5.6.1 **Permitted uses.**

5.6.1.1 All permitted uses in the R-1 single-family residential district and R-2 two-family
residential district.

5.6.1.2 Multiple-family dwellings, rooming houses, fraternities, sororities, and dormitories.

5.6.1.3 Government-owned utilities, except publicly-owned treatment plants permitted by
the State of Georgia and water storage facilities in excess of 1,000,000 gallon capacity,
provided that wells, pump stations, meter stations, and water storage facilities must be
enclosed by a painted or chain-link fence or wall at least six feet in height above
finished grade and provided there is neither office nor commercial operation nor
storage of vehicles or equipment on the premises.

5.6.1.4 **Townhouses, subject to the following requirements:**

a. Lot coverage required in this section (40%) shall be applied per lot on which each
individual townhouse sits.

b. In order to provide visual diversity, no more than four contiguous townhouse units
shall be allowed with the same setback and the same façade treatment. Variations
in setback shall be at least three feet.

c. Townhouses shall have a front, side, or rear privacy yard having a minimum area of
100 square feet on each lot.

d. For developments with 60 or fewer dwelling units, at least one point of access to the
roadway network shall be provided.

e. For developments with 61 or more dwelling units, at least two point of access to the
roadway network shall be provided.
5.6.1.3 Customary accessory buildings incidental to the above permitted uses.

5.6.2 Conditional uses. The following uses may be permitted in accordance with the provisions of section 7.1.6 in the multifamily residential (R-3) district on a conditional basis upon approval of the county commission after review by the planning board.

5.6.2.1 Clubs and private recreational facilities.

5.6.2.2 Nursing homes.

5.6.2.3 Day care facilities.

5.6.3 Lot and building requirements.

<table>
<thead>
<tr>
<th>Density (applicable to single family, and multifamily &amp; townhouse)</th>
<th>Maximum 9 per acre, up to 12 per acre with bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum lot width at building line</td>
<td>150 feet</td>
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<tr>
<td>Minimum setback from public street</td>
<td>35 feet from edge of pavement</td>
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<tr>
<td>Minimum front yard</td>
<td>10 feet</td>
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<tr>
<td>Minimum rear yard</td>
<td>15 feet</td>
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<tr>
<td>Minimum side yard (interior)</td>
<td>15 feet</td>
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<tr>
<td>Minimum side yard (street)</td>
<td>35 feet</td>
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<tr>
<td><strong>Minimum distance between buildings</strong></td>
<td>20 feet</td>
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<tr>
<td>Maximum building height</td>
<td>35 feet</td>
</tr>
<tr>
<td>Maximum percent of lot coverage</td>
<td>40 percent</td>
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</tbody>
</table>

5.6.3.1 Density Bonus Standards

A request for a density bonus shall be applied for at the time of a zoning request or development Sketch Plan application, whichever is first. A pre-application meeting with
Development Services is required, and the development review team will evaluate the scores for all submissions. For single family units, the density bonus standards under the R-6 district shall be applied. A density bonus may be applied if the following design elements are included:

a. Townhouse units:

1. A row of townhouses shall not contain more than six (6) dwelling units.

2. Townhouses shall not be designed to give the appearance of row houses. Facades of each unit shall be offset a minimum of 18” to create the appearance of separate buildings and shall vary in appearance (color, architectural features, and building materials) with no two facades being alike in a single row of buildings.

3. Exterior finished material shall be constructed with a combination of clay masonry brick, natural stone including granite, marble, sandstone, field stone or other similar natural stone, manufactured stone including imitation field stone, marble terrazzo, and other similar manufactured finish stone; wood, traditional three coat stucco, vinyl lap or other materials of like appearance. Structures utilizing a single exterior finish material shall not be permitted unless approved through the Sketch Plan development application. End elevations must be consistent with front facades.

4. Townhouses shall either incorporate a flat roof design utilizing a decorative parapet wall or have a minimum 6:12 roof pitch. Architecturally dimensioned roof covering shall be required. Vents and similar objects shall not be visible from the front of the structure.

5. For pitched roofs, the use of gables, dormers, cornices, chimneys and other design features shall be used to enhance the overall appearance of the homes.

6. HVAC units shall not be visible from the adjacent street.

7. All townhouses shall incorporate front covered porches or front covered stoops in their designs. Porches and shall be a minimum of six (6) feet in depth. Stoops shall be a minimum of three (3) feet in depth.

b. Multifamily other than townhouse:

1. Buildings shall be designed using masonry facades on the front, rear, and two (2) end elevations.
2. No utility meters or equipment shall be permitted on the front façade. No HVAC shall be visible from the adjacent street.

3. Building elevations shall be varied with alternating exterior treatments including porches, balconies, awnings, stoops, decks, patios, and terraces.

4. Each building shall consist of a minimum of two alternating roof heights or types.

c. Development is planned in proximity to schools, public parks or facilities, and retail/commercial development.

5.6.4 Amenity requirements.

5.6.4.1 All multi-family and townhouse residential projects must provide 150 square feet of on-site common outdoor open space per multi-family dwelling unit or 15% of net usable area as common outdoor open space, whichever is greater. Open space calculations must be shown on the Sketch Plan subdivision and final plat. Common outdoor open space shall be intentionally designed as such and landscaped courtyards, shared decks, gardens with pathways, children’s play areas, pools, water features, multipurpose recreational or green spaces to which all residents have access, as defined by Article II, definitions. The following requirements apply to common outdoor open space:

a. The required setback areas may count toward the open space requirement if it is integrated into a common open space amenity.

b. Common outdoor open space shall feature paths or walkable areas, landscaping, seating, lighting and other amenities to make the area more functional and enjoyable for a range of users, taking into consideration potential noise issues due to the configuration of the site.

c. Common outdoor open space shall generally be designed so it is oriented at the front of dwelling units and/or community building(s).

d. 10% of net usable area allocated as common open space shall be greenspace. The implementation of a conservation easement is encouraged.

5.6.4.2 A maintenance association, homeowners association, condominium association or some other entity acceptable to the County Administration must be created to maintain all amenities and common areas in good condition.
5.8 - R-6 Single-family residential district (four and a half (4.5) dwellings per acre).

[5.8.1] Where applicable.

This zoning district will only be allowed if municipal or county water and sewer service is adjacent to the parcel and capacity is available, or a state permitted, privately owned community water and sewer system is constructed or available, and can provide assurance of capacity.

[5.8.2] Required utilities.

All properties in the R-6 zoning district shall be connected to water and sewer systems. No individual septic systems shall be permitted.


Four and a half (4.5) dwelling units per acre, with a bonus of up to 6 dwelling units per acre if the density bonus standards are met.

[5.8.4] Permitted uses.

5.8.4.1 Site-built and Class A single-family detached dwellings.

5.8.4.2 Unlighted regulation size, or par three golf courses, consisting of nine holes or more, including normal clubhouses and pro shop activities, and other business activity associated with country clubs.

5.8.4.3 Home occupations and residential business, as provided in Article III, sections 3.15 and 3.15A.

5.8.4.4 Government owned utilities, except publicly owned treatment plants permitted by the State of Georgia and water storage facilities in excess of 1,000,000 gallon capacity, provided that wells, pump stations, meter stations, and water storage facilities must be enclosed by a painted or chain link fence or wall at least six feet in height above the finished grade and provided there is neither office nor commercial operation nor storage of vehicles or equipment on the premises.

5.8.4.5 Parks, recreational areas, playgrounds, public or private swimming pools.

5.8.4.6 Libraries or museums.

5.8.4.7 Planned single-family home communities with the following requirements:

a) A homeowners' association with subdivision covenants that are acceptable to the county, must be recorded with the final plat. It is the intent that said association will provide oversight of the development standards and maintenance of common areas and amenities. Covenants must include:

   1. The prohibition of all rental units for a minimum of twelve (12) months after certificate of occupancy is issued. Thereafter, any rentals will be for a minimum of twelve (12) months
b) The association or management company shall pay an occupation tax and register with the County annually, pursuant to Article II – Business and Occupation Tax, for a license to operate a planned single-family home community.

c) Onsite rental property management is required, including a 24-hour agent contact number for maintenance.

- Lease terms for occupants shall be provided to the County demonstrating no less than six-month leases in a tracking system with a searchable database.
- Violations of the lease time limitations shall result in a 12-month re-issue waiting period on a license to operate.

d) Walls in excess of twenty feet in length facing a street shall be broken up with entry elements, windows or wall offsets at least two feet deep.

e) A minimum of two decorative elements shall be added to the front façade including but not limited to decorative shutters, decorative lighting, trellises, cornices, or similar architectural elements.

f) Lot coverage required in this section (40%) shall be applied per lot on which each individual single-family residence sits.

[5.8.7] Open space requirements.

All developments in the R-6 zoning district must provide 15% of net usable area as common outdoor open space. Open space calculations must be shown on the Sketch Plan and final subdivision plat. Common outdoor open space shall mean areas accessible to all residents of the development. Common outdoor open space can include passive or active recreation areas, pathways, swimming pools, and open areas for congregating, per Article II definition. 10% of net usable area allocated as common open space shall be greenspace. The implementation of a conservation easement is strongly encouraged.

A homeowners association or some other entity acceptable to the administrator must be created to maintain the amenities and open space in good condition.

[5.8.8] Sidewalk requirement.

Streets in the R-6 zoning district shall have sidewalks with a minimum five (5) foot width on any side of any street that contains houses. A tree no less than two inches dbh must be planted at a rate of one for every two houses between the sidewalk and the street.

[5.8.9] Parking requirements.

Two off street parking spaces shall be provided for each single-family dwelling.
These spaces can be in a garage, carport, or driveway accessed from the front or rear of the parcel.

5.8.10 Density Bonus Standards

A request for a density bonus shall be applied for at the time of a zoning request or development Sketch Plan application, whichever is first. A pre-application meeting with Development Services is required, and the development review team will evaluate the scores for all submissions.

A density bonus may be applied if the following design elements are included:

a. Proximity to schools, public parks or facilities, and retail/commercial development.

b. Exterior finished material shall be constructed with a combination of clay masonry brick, natural stone including granite, marble, sandstone, field stone or other similar natural stone, manufactured stone including imitation field stone, marble terrazzo, and other similar manufactured finish stone; wood, traditional three coat stucco, vinyl lap or other materials of like appearance.

cb. Buildings shall utilize at least two (2) of the following design features from the following list, totaling at least four (4) points, to provide visual relief along the front of the dwelling unit:

   Unless otherwise specified, features are worth one (1) point:

   1. Dormers (functional or false)

   2. Gables

   3. Recessed entries

   4. Covered front porches, at least six (6) feet in depth (2)

   5. Pillars or posts

   6. Two or more brick masonry pattern bond treatments

   7. Side loaded garage or carport (3)

   8. Bay windows (minimum 24-inch projection)

   9. Multi-season porch or sunroom on rear of house (3)

dc. The garage shall not occupy more than 40% of the total building façade.
ed. At least 20% of the wall space of the front façade shall be windows and doors. Windows shall be provided with trim. Windows shall be provided with architectural surround at the jamb.

fe. The minimum roof overhang shall be twelve (12) inches, exclusive of porches and patios.

gf. The minimum landscaping shall be as follows:

1. (2) Large Trees (one in the front yard, one in the rear yard)
   Mature size = 40’-60’
   Planted size = 2”cal.

2. (2) Small Trees (one in the front yard, one in the rear yard)
   Mature size = 15’-40’
   Planted size = 2”cal.

3. (4) Large Shrubs (near foundation; 25% in rear yard)
   Mature size = 5’-8’
   Planted size = 30”

4. (8) Small Shrubs (near foundation; 25% in rear yard)
   Mature size = 2’-4’
   Planted size = 20”

h. Once approved, the developer must enter into a written development agreement with the county, delineating the developer’s and the county’s respective responsibilities for utilities, and transportation network improvements.

5.8.11 Application Procedure

Applicant shall submit the following documentation:

a. A completed Density Bonus Program submittal form and checklist
b. A proposed subdivision concept plan showing the lots and road configuration. If applying with sketch plan, submittal must meet all requirements of Sec. 5.1 Sketch Plan.
c. A timeline delineating when the development will begin and estimated time of completion:
   d. Exhibits and descriptions of materials that clearly demonstrate the intent of the developer to meet the requirements of Sec. 5.8.10 Density Bonus Standards.
Staff Report

Subject: Approval of Change Order #1 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads
Author: Alison Bruton, Purchasing Agent
Department: Public Works
Meeting Date: October 4, 2022
Item Description: Change Order #1 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads

Summary Recommendation: Staff recommends approval of Change Order #1 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads

Executive Summary/Background:
- In June of 2022, the Board approved Contract 22-25-008-1 with Ranger Construction for the FDRE of Ash Roads. After negotiation with Ranger, they were able to reduce their bid price; however, the Board approved the higher contract amount to maintain a contingency amount in case of future change orders.
  - Ranger’s update bid total: $7,732,907.55
  - Approved Contract amount: $8,212,552.00
  - Contingency amount: $479,644.45
- Ranger Construction has submitted four (4) change order requests for various parts of the project which have been reviewed by Roberts Civil Engineering.
  - Change Order Request 1 = $30,192.00 to Clean and Video existing cross drain pipes on streets in contract
  - Change Order Request 2 = ($39,792.68) for a Change of Scope to Scuffletown
  - Change Order Request 3 = $305,822.72 to Increase limits on Old Dixie Highway up to Ardmore Oakey Road
  - Change Order Request 4 = $854,655.00 for a Change of Scope to Corinth Church Road
- The total for the request is $1,150,877.04; however, with the contingency already included in the contract price, the total will only increase by $671,232.59, bringing the new contract total to $8,883,784.59.
- These requests have been reviewed by staff and Roberts Civil Engineering and approval is recommended.

Alternatives for Commission to Consider
1. Approval of Change Order #1 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads for a new contract total of $8,883,784.59
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Purchasing, County Manager
Funding Source: TSPLOST
Attachments: Ranger Agreement and Change Order Form with Documentation
THIS AGREEMENT is by and between Effingham County Board of Commissioners ("Owner") and Ranger Construction Industries, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

Full Depth Reclamation with Emulsion (FDRE) of the top six (6”) inches of existing road surface and base material on approximately twenty- two (22) miles of prescribed project roads in Effingham County, Georgia, and related driving surface, signage, and drainage improvements.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: ITB 22-25-008 - Full Depth Reclamation of Ash Roads

ARTICLE 2 – OWNER’S REPRESENTATIVES

2.01 The Effingham County Contract Technical Representative and Project Manager for this Project shall be Roberts Civil Engineering (RCE). Following the issuance of the Notice to Proceed, RCE will be the main point of contact for the Contractor, and shall advise the County Contract Administrator on issues related to the performance of the Contractor’s work. The RCE Project Manager for this Project shall be Mr. Rip Graham.

2.02 The Effingham County Contract Administrator for this Project shall be Mr. Eric Larson. Mr. Larson will act on behalf of the Effingham County Board of Commissioners.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

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

3.02 Contractor shall engage immediately upon receipt of the NTP, to submit the specified Submittals within seven (7) calendar days of NTP receipt, to conduct the Pre Construction Personnel Training (PPT) within fourteen (14) calendar days of NTP receipt, and to commence physical work on the first road within twenty-one (21) calendar days of NTP receipt.

3.03 The Work will be completed within one hundred fifty-two (152) calendar days of NTP receipt.
ARTICLE 4 – LIQUIDATED DAMAGES

4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

ARTICLE 5 – CONTRACT PRICE

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

Estimated quantities provided by the Owner for bidding purposes are not guaranteed, and payment for Unit Price elements will be based upon the agreed-upon Unit Price times the documented and verified quantities actually provided. Unit Price shall be used as the basis for calculating the value of additive or deductive changes in Scope. Unit Price shall include, but not be limited to, Labor (Salaried and Hourly, Field and Office), Benefits, Materials, Tools, Equipment, Travel Expense, Material and Equipment Delivery, Construction Materials Testing, Permits, Insurance, Taxes (other than Sales Tax), Bonds, Field Overhead, Office Overhead, and Profit. Unit Price shall exclude the cost of Sales Tax, as this Project is Sales Tax exempt.

Contract maximum value shall not exceed $8,212,552.00.

The following list of roads shall be completed in the following order until available funds are expended:

1) Scuffletown Road
2) Courthouse Road Ext. (with Alternate Bid)
3) Corinth Church Road
4) Old Dixie Highway
5) Mt. Pleasant Road
6) Old Augusta Road 1
7) Archer Road
8) Old Augusta Road 2
9) Whitaker Road
10) Floyd Avenue
11) Clark Road
12) Bethany Road
13) Bird Road

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# BID PROPOSAL

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<tr>
<th>Bid Item</th>
<th>Description</th>
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**Courthouse Total**

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**Old August 1**

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**Old August 1 Total**

$484,188.35

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**Old Dixie Rd.**

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</table>

### Scuffletown Total

$771,416.05

### Bid Total

$7,732,970.55
ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

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

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

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 – INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or
indentification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the negligence of the CONTRACTOR or its subcontractors.

The CONTRACTOR’S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

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

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

ARTICLE 11 – INDEPENDENT CONTRACTOR

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

ARTICLE 12 – CONTRACT DOCUMENTS

12.01 Contents

A. The Contract Documents consist of the following:
   1. This Agreement (pages 1 to 18, inclusive).
   2. General Conditions (pages 1 to 7, inclusive).
   3. Supplemental Conditions (pages 1 to 2 inclusive).
   5. Addenda (numbers 1 to 1, inclusive).
6. Exhibits to this Agreement (enumerated as follows):
   a. Contractor’s Bid (pages 1 to 7 inclusive).
   b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to _____, inclusive).

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

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

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

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

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

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

ARTICLE 13 – MISCELLANEOUS

13.01 Terms

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

13.02 Assignment of Contract

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

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

13.04 *Severability*

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

13.05 *Contractor's Certifications*

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

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

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

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

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

This Agreement will be effective on June 21, 2022 (which is the Effective Date of the Agreement).

COUNTY:
Effingham County Board of Commissioners
By: Wesley M. Carroll
Title: Chairman

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

CONTRACTOR:
Ranger Construction Inc., Inc.
By: 
Title: Vice President

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

Attest: 
Title: Assistant Secretary
Address for giving notices:
1200 Elboc Way
Winter Garden, FL 34787
NOTICE TO PROCEED

TO: RANGER CONSTRUCTION
RE: NOTICE TO PROCEED - CONSTRUCTION

ITB 22-25-008 - Full Depth Reclamation of Ash Roads

Please consider this your NOTICE TO PROCEED (NTP) on the above referenced project. In accordance with the terms of the contract, Contractor shall engage immediately upon receipt of the NTP, to submit the specified Submittals within seven (7) calendar days of NTP receipt, to conduct the PreConstruction Personnel Training (PPT) within fourteen (14) calendar days of NTP receipt, to commence physical work on the first road within twenty-one (21) calendar days of NTP receipt, and to complete the work within one hundred fifty-two (152) calendar days of NTP receipt. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as “liquidated” damages in an amount equal to $500.00 per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this 21st day of June, 2022

Effingham County Board of Commissioners

Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: Ranger Construction Ind., Inc.

Date of Acceptance: 06/29/2022
Change Order # 1

Project: 22-25-008-1 – FDRE of Ash Roads

Contract Date: June 21, 2022

Change Order Effective Date: October 4, 2022

Change Order Issued to: 
Ranger Construction Industries, Inc.
1200 Elboc Way
Winter Garden, FL 34787

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Change Order Request 1</td>
<td>$30,192.00</td>
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<td>- Clean and Video existing cross drain pipes on streets in contract</td>
<td></td>
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<tr>
<td>2</td>
<td>Change Order Request 2</td>
<td>(-$39,792.68)</td>
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<td>- Change of Scope to Scuffletown</td>
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<tr>
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<td>Change Order Request 3</td>
<td>$305,822.72</td>
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<td>- Increase limits on Old Dixie Highway up to Ardmore Oakey Road</td>
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<td>4</td>
<td>Change Order Request 4</td>
<td>$854,655.00</td>
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<td>- Change of Scope to Corinth Church Road</td>
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<td><strong>Total Change Order Request</strong></td>
<td>(-$479,644.45)</td>
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<td>- Contract included $479,644.45 buffer - this will be deducted from the overall Change Order price</td>
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**Total** $671,232.59

The original Contract Sum was $8,212,552.00
Net change by previously authorized Change Orders $0
The Contract Sum prior to this Change Order was $8,212,552.00
The Contract Sum will be increased by this Change Order $671,232.59
The new Contract Sum including this Change Order will be $8,883,784.59
The Contract Time will be increased by 0 days
The Time allowed for completion is therefore 11/27/2022

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

By: ________________________________
Date: ______________________________

Contractor
Ranger Construction Industries, Inc.
1200 Elboc Way
Winter Garden, FL 34787

By: ________________________________
Date: ______________________________
September 13, 2022

Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329
C/O Roberts Civil Engineering
Mr. R.M “Rip” Graham

RE: Effingham County Full Depth Reclamation
ITB No: 22-25-008 Change Order Request No. 1

Cleaning and Videoing of Cross Drains on Various Streets

Rip,

Per our previous discussion and subsequent email agreement, Ranger Construction Industries, is requesting a Change Order to the contract for Cleaning and Videoing the existing Cross Drain Pipes on the streets listed in the above contract.

The total cost for this additional work will be $30,192.00, and when complete, Ranger will furnish a video of the Cross Drain Pipes for review by the County to assist in their determination of any necessary remedial repair work.

Thank You.

Melody A Dearborn
Project Manager
September 13, 2022

Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329
C/O Roberts Civil Engineering
Mr. R.M “Rip” Graham

RE: Effingham County Full Depth Reclamation
ITB No: 22-25-008 Change Order Request No. 2

Scuffletown

Rip,

Per our July and August email chain, Ranger Construction Industries, is requesting a Change Order to the contract for Scuffletown Road for the following work:

Delete the following:

Upper Road FDR = 6242 SY @ $ 6.25 = $39,012.50
Upper Road Emulsion = 21,222.80 GAL @ $ 5.85 = $ 124,153.38
Upper Road Obl Chip Seal = 5944 SY @ $ 8.45 = $ 50,226.80

Total Deduct = $ 213,392.68

Add the following:

Lower Road Asphalt Paving 1.5” SP 12.5 C = 4589 SY = 378 Tn @ $200/TN = $75,600.00
Upper Road Asphalt Paving 1.5” SP 12.5 C = 5944 SY = 490 Tn @ $200/TN = $98,000.00

Total Add = $ 173,600.00

Total Change Order No. 2 - Deduct $ 39,792.68

This will delete all the FDR with Emulsion as well as Double Chip Seal on the Upper part of Scuffletown where the road is not in need of FDR and keeps the FDR with Emulsion and Double Chip Seal on the Lower portion of Scuffletown, and allows for an Asphalt Overlay of 1.5” on the entire roadway (Upper and Lower).

Thank You,

Melody A Dearborn
Project Manager

1200 Elboc Way, Winter Garden, Florida 34787 – Phone (407) 656-9255. Fax (407) 656-3188
September 13, 2022

Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329
C/O Roberts Civil Engineering
Mr. R.M “Rip” Graham

RE: Effingham County Full Depth Reclamation
ITB No: 22-25-008 Change Order Request No. 3

Old Dixie Highway

Rip,

Per our email September 12, 2022, Ranger Construction Industries, is requesting a Change Order to the contract to extend the limits on Old Dixie Highway to Ardmore Oakey Road, increasing the FDR Treatment, Emulsion, Prime and Sand and Double Chip Seal:

Add the following:

8533 SY FDR Treatment @ $ 6.25/SY = $ 53,331.25
29,012.20 Gal Emulsion @ $ 5.85/GAL = $ 169,721.37
8533 SY Prime and Sand @ $ 1.25/SY = $ 10,666.25
8533 SY Double Chip Seal @ $ 8.45/SY = $ 72,103.85

Total Change Order Add = $ 305,822.72

Per direction we are currently proceeding with this work.

Thank You,

Melody A Dearborn
Project Manager
September 21, 2022

Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329
C/O Roberts Civil Engineering
Mr. R.M “Rip” Graham

RE: Effingham County Full Depth Reclamation
ITB No: 22-25-008 Change Order Request No. 4

Corinth Church Road

Rip,

Per the email dated September 12, 2022, Ranger Construction Industries, is requesting a Change Order to the contract to Delete the Double Chip Seal on the above Roadway and replace it with Single Chip Seal and 2” SP 12.5 C Asphalt Paving. Please see below for cost breakdown:

Delete the following:

48,509 SY Double Surface Treatment @ $8.45/SY = $ 409,901.05

Add the following:

48,509 SY Single Surface Treatment @ $3.45/SY = $ 167,356.05

5,336 TN Asphalt Paving 2” SP 12.5 C (1 lift) @ $200.00/TN = $ 1,067,200.00
1 LS Asphalt Paving Misc $ 30,000.00 (.03%)

Total Change Order add : $ 854,655.00

Please let us know as soon as you can, so we can re-direct the Chip Seal Sub.

Thank You,

Melody A Dearborn
Project Manager
Staff Report

Subject: Approval of Change order #5 for Marsh Construction for Fire Station #15
Author: Alison Bruton, Purchasing Agent
Department: Fire Department
Meeting Date: October 4, 2022
Item Description: Change order #5 for Marsh Construction for Fire Station #15

Summary Recommendation: After conversations with Chief Hodges, staff is requesting approval of Change Order #5 from Marsh Construction to add a 2” water line to the building to be able to fill the fire trucks. The CO includes the water line, backflow preventer, meter assembly, and fill station.

Executive Summary/Background:
- Marsh Construction original contract is $215,097.34.
- Cost added to Marsh for previous change orders is $773,554.12.
- This change order total is $14,307.16.
- New contract amount with Marsh Construction, including this change order is $1,002,948.62.

Alternatives for Commission to Consider
1 - Approve change order #5 to Marsh Construction in the amount of $14,307.16
2 – Take no action / Deny

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2

Department Review: Engineering, Finance, Fire Department
Funding Source: SPLOST.
Attachments: 1. Cost proposal from Marsh Construction
2. Change Order 5
Change Order # 5

Project: ITB 21-55-001A - Hodgeville Fire Station #15

Contract Date: October 6, 2020

Change Order Effective Date: October 4, 2022

Change Order Issued to: Marsh Construction
PO Box 372
Statesboro, Georgia 30459

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

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<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>BID QTY</th>
<th>Unit Price</th>
<th>Total</th>
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The original Contract Sum was .................................................................$ 215,097.34

Net change by previously authorized Change Orders .......................................$ 773,554.12

The Contract Sum prior to this Change Order was ........................................ $ 988,641.46

The Contract Sum will be increased by this Change Order .................. $ 14,307.16

The new Contract Sum including this Change Order will be ..................... $ 1,002,948.62

The Contract Time will be increased by (pending) days

The Date allowed for completion is therefore (pending)

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

Contractor
Marsh Construction
PO Box 372
Statesboro, GA 30459

By: ____________________________            By: ____________________________

Date: ____________________________           Date: ____________________________
### CHANGE ORDER REQUEST
#### RINCON FIRE STATION #15

**MARSH CONSTRUCTION SERVICES, LLC, PO BOX 372 STATESBORO, GEORGIA 30459**

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**ATTENTION**

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<th>DATE</th>
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<th>CITY/STATE/ZIP</th>
<th>ESTIMATOR NAME</th>
<th>ESTIMATOR PHONE</th>
<th>ESTIMATOR E-MAIL</th>
<th>PLANS PREPARED BY</th>
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<th>PER CONTRACT</th>
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<td>Fire Station #15 Effingham County</td>
<td>Guyton, GA 31312</td>
<td>Jason Dunn</td>
<td>912-663-1365</td>
<td><a href="mailto:jasondunn-marshconstructionservices@outlook.com">jasondunn-marshconstructionservices@outlook.com</a></td>
<td>Parker Engineering</td>
<td>6/15/2020</td>
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<th>AMOUNT</th>
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<td>15.00%</td>
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| | SUBTOTAL | $14,307.16 |
| | TAX RATE | 0.00% |
| | SALES TAX | |
| | OTHER | |
| | TOTAL | $14,307.16 |

---

Sign Here to Accept Change Order:

__________________________
Authorized Rep

__________________________
Date
**Staff Report**

**Subject:** Approval of Change Order #1 for Task Order 22-003 with Pond & Company for addition of the Atlas Sand Mine Site

**Author:** Alison Bruton, Purchasing Agent

**Department:** Parks & Landscaping

**Meeting Date:** October 4, 2022

**Item Description:** Change Order #1 for Task Order 22-003 with Pond & Company for addition of the Atlas Sand Mine Site

**Summary Recommendation:** Staff recommends Approval of Change Order #1 for Task Order 22-003 with Pond & Company for addition of the Atlas Sand Mine Site

**Executive Summary/Background:**

- During a meeting with Pond to review the Parks Masterplan, staff requested them review the Atlas Sand Mine Site and provide a change order to address County needs for the site.
- Staff requested they provide landscape architectural and civil engineering services to develop a conceptual park plan, incorporating the need to cap the contaminated soil with a paved parking lot. The tasks are as follows:
  - Concept Plan Development
  - Field Run Survey
  - Development of Construction Documents
- The fee proposal for this CO is $126,263.32. Staff has reviewed and requests approval.

**Alternatives for Commission to Consider**

1. Staff recommends approval of Change Order #1 for Task Order 22-003 with Pond & Company for addition of the Atlas Sand Mine Site in the amount of $126,263.32
2. Deny the Change Order.
3. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2, 3

**Department Review:** County Manager, Parks & Landscaping, Recreation, Purchasing

**Funding Source:** SPLOST

**Attachments:** Proposal from Pond & Company
September 14, 2022

Mr. Eric W. Larson, PE, AICP, CFM, CPSWQ
Assistant County Manager
Effingham County Board of Commissioners
912-754-8061 direct
elarson@effinghamcounty.org

RE: Task Order 22-003 Effingham County Parks Master Plan Update
Change Order No. 1: Atlas Sand Mine Site (Owner-Requested)

Dear Mr. Larson,

Per your request, Pond provides the following Change Order scope and fee to address the following needs as relates to Parks in the County.

**Task 1. Atlas Sand Mine Site** – The County requests landscape architectural and civil engineering services to develop a conceptual park plan, incorporating the need to cap the contaminated soil (copper slag) area, which is approximately 32,500 square feet, with a paved parking lot. Pond will provide further civil site design after approval of the concept for the parking lot, a boat launch, road repaving, and turn lanes on Sandhill Road (widen the road cross section and add center left turn lanes in both directions) at the intersection of Shady Oaks Road / Dogwood Way. Pond will coordinate design with the remediation contractor for layout and grading of the parking lot area. The parking lot may not cover the entire area of contamination; Pond will seek to design a parking area that is appropriately sized for the park and maximizes capping contaminated soils.

The Atlas site is 360 acres comprised of 4 parcels owned by Effingham County with access from Shady Oaks Road and a shared property line with Sand Hill Road right-of-way. More than 135 acres of the site is open water; almost the entire site is within FEMA floodplain, and more than half the site that is not open water is possibly wetlands. The park is intended to be a passive park with walking trails, nature center, water access, parking and other complimentary amenities to a passive park setting.

**Task 1A – Concept Plan Development**
- Pond will visit the site with County representatives to better understand the existing conditions and opportunities for passive park improvements.
- Effingham County will provide existing survey, as depicted in Figure 2 attached, in AutoCAD format for use by Pond in studying the property. Pond will acquire additional survey for the Shady Oaks Rd corridor and intersection with Sand Hill Road, as described in task 1B.
- Effingham County will provide environmental reports and geotechnical reports previously completed for the Atlas site. If Geotechnical data is insufficient, additional geotechnical services may be required as an addendum to this contract.
During the site visit with county representatives, Pond will discuss the property and develop a list of preferred amenities to be considered for inclusion in the concept plan.

Utilizing County provided GIS data, in addition to other site survey data provided, Pond will sketch two alternative concept plans to include the elements as discussed with the Client and provide a color rendered and annotated sketch concept plan of each for review.

Based on the County feedback, Pond will develop a single final concept plan, rendered and annotated, and provide a master plan level opinion of cost to develop the park. Estimates of land acquisition costs are not included.

Task 1B – Field Run Survey
- Pond will obtain through our subconsultant partner, field run topographic survey of the Shady Oaks Road corridor and intersection with Sand Hill Rd., approximately 4 acres.
- Pond will provide Wetland/Waters delineation within the areas of proposed disturbance included within the approved concept design for the parking area and boat ramp.
- Pond will coordinate USACE Nationwide permit and GAEPD buffer variance associated with the proposed boat ramp.

Task 1C – Construction Documents
- Pond will develop plans and details for the repaving of approximately 1000 feet of the existing Shady Oaks Road and develop plans for extending Shady Oaks Road another approximately 750 feet into the Atlas Park site, to the parking area.
- Pond will provide plans and details for the parking area and boat ramp.
- Construction Documents shall include:
  - Site layout plan
  - Grading and drainage plan
  - Erosion control plans
  - Stormwater Management Report
  - Coordination with the County’s remediation consultant regarding contaminated soils.
  - Flood study or related modeling/coordination is not included in this proposal at this time.
- Permitting Services will include:
  - Local land disturbance permitting
  - State waters and wetland delineation in the proposed area of work (parking lot and boat ramp)
  - USACE Nationwide Permit
  - GA EPD Stream Buffer Variance
  - Note that this proposal assumes that any specialty permitting related to the contaminated soils will be completed by the county’s remediation consultant and is not included.

Assumptions / Qualifications / Exclusions:

All noted exclusions, while not a part of this proposal, can be provided as an additional service.

- Environmental design/coordination services associated with wetlands, streams, contaminated soil/groundwater, asbestos, lead based paint, endangered species, etc. are not included.
- Traffic Studies and Signal Warrants are not included.
- This proposal does not include analysis of any existing storm sewer system
- Flood Study is not included.
- Geotechnical and soils studies and reports are not included.
- Field-run survey is not included, except as noted.
- Construction Administration services are not included at this time for the Atlas Road nor the Sandhill tasks. Upon selection of a contractor and determination of a timeframe for implementation Pond can provide an accurate fee estimate for Construction Administration services.
- Any estimates as to costs are based on industry experience and Pond is not responsible for changes in market conditions that affect construction, material, or maintenance costs. This is a master plan level estimate, time will pass, and costs will more than likely increase. While Pond will provide guidance for calculating escalation of costs at future dates, Pond will not be responsible under this agreement for actual future costs to implement based upon materials and labor cost at that time.
- Any revisions requested by the owner that significantly change the design from that which was approved after acceptance of each design milestone will be considered additional services and require a contract revision.

Fee Proposal

Pond proposes to provide the services herein for the following fees based upon the rates established in the April 2021 Indefinite Delivery Contract for Professional Engineering and Architectural Services. Lump sum values for each task are as follows, please refer to the attached hourly matrix for further detail.

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<thead>
<tr>
<th>Task 1 Atlas Sand Mine Site</th>
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Sincerely,

Matthew Wilder, PLA, ASLA
Vice President | PLACE Program Manager

Melissa Phillips
Client Liaison

Attached:
Figure 1: Atlas Property Park Concept diagram
Figure 2: Atlas Property remediation area site plan

Accepted by: ____________________________________________  Date:___________
Wesley Corbitt, Chairman, Effingham County Board of Commissioners

Attest by: ________________________________________________
Stephanie Jonson, County Clerk
Figure 1: Atlas Property Park Concept Diagram
Figure 2: Atlas Property Remediation Area Site Plan

- Boat/Kayak launch area
- Parking lot in this area
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<th>LA</th>
<th>Jr LA designer</th>
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<th>Sr Civil Eng</th>
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**STANDARD BILLING RATES**

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<td>44</td>
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<td>8</td>
<td>40</td>
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| 16   | 2A. 2 alt concept plans and review with client |
| 10   | 48            |

| 98   | 1B. Survey   |
| 120  | 300          |

| 420  | 1C. Civil Plans |
| 108  | 1C. Waters/Wetlands delineation and EV permits |
| 32   | 40            |

| 72   | 1C. LD Permitting |
| 40   | 98            |

| 28   | 1A-c. QA and Project Mgmt |

**HOURS SUBTOTAL**

| 4    | 4             | 40 | 108 | 196 | 380 | 10 | 48 | 40 |

| 819.48 | 693.40 | 6,513.60 | 11,031.72 | 19,856.88 | 31,916.64 | 43,916.60 | 1,155.00 | 3,960.00 | 4,400.00 | 124,263.32 |

**COST SUBTOTAL**

| 819.48 | 693.40 | 6,513.60 | 11,031.72 | 19,856.88 | 31,916.64 | 43,916.60 | 1,155.00 | 3,960.00 | 4,400.00 | 124,263.32 |

| 0%    | 0%     | 4%       | 9%       | 12%      | 21%      | 42%       | 1%       | 5%       | 4%       | 100%  |

| 1%    | 1%     | 5%       | 9%       | 16%      | 26%      | 35%       | 1%       | 3%       | 4%       | 100%  |

**EXPENSES / ODCs**

| $2,000.00 |

**PROJECT TOTAL**

| $126,263.32 |
Staff Report

Subject: Award of Task Order 23-REQ-002 to Pond & Company for Baker Park Improvements
Author: Alison Bruton, Purchasing Agent
Department: Parks & Landscaping
Meeting Date: October 4, 2022

Item Description: Task Order 23-REQ-002 to Pond & Company for Baker Park Improvements

Summary Recommendation: Staff recommends approval of award of Task Order 23-REQ-002 to Pond & Company for Baker Park Improvements for design and construction management services.

Executive Summary/Background:
- Staff sent and RFP to the IDC group requesting proposals to design/engineer the upgrades needed for Baker Park, and to provide bidding/construction management services for those improvements. This was sent to 11 firms, but only one proposal was received.
  - Pond & Company – NTE total $114,788.80
- Pond & Company is currently working on the Parks Masterplan for the County. Staff has reviewed the proposal and recommends award.

Alternatives for Commission to Consider
1. Award of Task Order 23-REQ-002 to Pond & Company for Baker Park Improvements in the amount of $114,788.80
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Parks & Landscaping, County Manager, Purchasing
Funding Source: 2017 SPLOST
Attachments: Task Order 23-REQ-002 and attachment
NOTICE TO PROCEED

TO:        Pond & Company
RE:        NOTICE TO PROCEED

Task Order 23-REQ-002 – Baker Park Improvements

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within 24 hours receipt of the Notice to Proceed unless otherwise agreed and to be completed within ____ calendar days from that time.

Dated this _____day of __________, 2022

Effingham County Board of Commissioners

________________________________________
Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor:________________________________________
By:    __________________________________________
Title:   __________________________________________
Date of Acceptance:    ____________________________
September 22, 2022

Alison Bruton, Purchasing Agent
804 S Laurel St
Springfield, GA 31329
Email: abruton@effinghamcounty.org
Phone: (912) 754-2159 Ext: 4572

Dear Ms. Bruton,

Pond is pleased to submit this proposal for the Effingham County Baker Park Improvements. Our team of landscape architects and civil engineers are very interested in providing their expertise to the park’s improvements. We are committed to meeting the requirements specified in the request for proposal, and in the following pages provide more detail as to our approach to accomplishing the work.

Pond is fully qualified and capable of performing these services for the County. David Schmidt will serve as the primary contact and Project Manager for this effort. Matt Wilder will be the Principal in Charge. We are supported by our team of landscape architects, architects, and engineers to carry-out the necessary tasks for the park updates.

Our team has a tremendous amount of experience in park design. From individual park sites to park systems, and from small pocket parks of no more than a few thousand square feet, to large state parks comprised of thousands of acres of land, our team has planned and designed all kinds of parks. We bring that knowledge and expertise to Effingham County and will apply those lessons learned to ensure the Baker Park Improvements meet and exceed the county’s expectations.

Our team is well versed in design and understanding the needs of local city and county park systems. We are currently providing an update to your county’s Parks Master Plan and have recently provided planning and park design services for the cities of Alpharetta, Doraville, Sandy Springs, Johns Creek, Smyrna, Winder, Tyrone, Dunwoody, Hampton, Clarkston, and Jacksonville, FL, as well as Gwinnett, Cobb, Glynn, Forsyth, and DeKalb Counties.

We are proud to be a continued partner and trusted advisor and recognize the value it provides to the county, both residents and visitors alike.

Sincerely,

Matthew Wilder, PLA, ASLA
Vice President

Melissa Phillips
Client Liaison
Limits of Work

General Work Area of Baker Park Improvements shown below.
Proposed Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

Should duration be an issue, a possible reduction of weeks could be experienced through an expedited permitting process as well as a reduction to the estimated six-months of construction.
Project Approach / Work Plan

The project consists of the development of a 30 acre +/- park parcel located at 216 Courthouse Road Ext., Springfield, GA, 31329 (see ATTACHMENT 'B'). The project consists of improvements to the parking and associated drainage, resurfacing or repairing the sidewalk around Baker’s Pond, the addition of two pickleball courts, upgrading and expansion of the boat and kayak launch and dock, and utility upgrades. Additionally, the bathroom and pavilion area renovations, and planning for playground upgrades are included. Pond will be responsible for the coordination of the site survey, design documents, permitting, and construction observation.

Plans and deliverables will be developed according to the requests made on page 12 of the RFP as follows:

Task #1 – Project Kick-off / Project Management

- Pond will host an in-person kick-off meeting with the client project team on site to discuss the project.
- Previously provided GIS data, maps, and plans related to the park will be utilized for preliminary desktop analysis.
- During this meeting we will review the scope and timeline to ensure all parties are in alignment with expectations.
- Following the kick-off meeting Pond staff will perform an existing facility assessment to observe existing conditions as relates to the scope of work for renovation, upgrades, and additions. Parks staff are encouraged to join Pond in this observation to impart their knowledge of the park and facilities. This information will be noted and transcribed in a field report.

Task #2 – Existing Conditions, Topographic, and Utility Survey

Site Survey:

- Prepare an existing conditions survey with easements, right of way, existing features, topography, trees, and above and below ground utilities of the project area to include the tennis courts, parking areas, restroom/pavilions and playground, including the wooded area owned by the county to the west of the tennis courts. Survey of the walking path and north and western edges of the property are excluded.
- Prepare an existing boundary survey showing the property lines within the project area. Courthouse research is included.
- Locate utilities along the route to include water sanitary sewer, power, communications, gas, and the like. A utility locate will be called into the Utility Locate Service. SUE is not included.
- Locate storm water system features and structures.
- The deliverables shall be AutoCAD (.DWG) file format. The .dtm and .alg files will be provided as requested.

Task #3 – Design Development

The Consultant will provide the conceptual design drawings, 2D rendered and annotated to communicate design intent. The Consultant will present the plans and address one round of comments from the Client. Consultant will incorporate accepted recommendations and present the final concept design for acceptance prior to advancing to the development of construction plans, specifications, and details.

Architectural:

The Consultant will provide recommendations for the renovation of the bathrooms and gazebo area, including fixtures, wall surfaces, electrical and door hardware for remote access. No structural design is anticipated only cosmetic improvements such as paint and new fixtures.
**Boat/Kayak Launch and Dock:**
Conceptual design for a new fishing dock with kayak launch will be provided and include material selection and color choices to a performance specification level. No structural design will be provided only design intent drawings. Shop drawings to be provided during construction, by the general contractor and signed by an engineer for construction.

**Paving, Grading and Drainage:**
The Consultant will provide paving plans depicting the paving and possible extension of the parking area, including improving drainage for the parking area as needed, including ditching and/or piping. Plans will also include the resurfacing/repair of the existing sidewalk around Baker’s Pond. Grading plans of the parking area will be provided to address ponding issues in the parking area as well as the playground and pickleball courts. Drainage map and calculate hydrology for stormwater runoff to allow for a spread analysis to be computed for the proposed condition for existing stormwater inlets. A Drainage Design Documentation booklet will be prepared that summarizes all drainage computations. Includes one meeting with County staff regarding drainage design elements.

**Pickleball Courts:**
The Consultant will provide plans for the construction of (2) two pickleball courts next to the current tennis courts. The plans will include full layout, surfacing details, striping, benches, shade structures (if applicable), fencing details, per the USA Pickleball Association guidelines.

**Playground:**
The Consultant will coordinate with the Client and their preferred Playground Equipment Vendor for planning and reconstruction of the playground equipment and safety surface. A preliminary budget for the Playground Improvements will need to be established prior to this coordination. These services are to be constructed as a design build under a separate contract.

**Well and Septic Analysis:**
The Consultant will provide an evaluation of the current well and septic system. If the Well and Septic is determined to be in good working condition, recommended retrofit applications to the existing well for potable use from a certified well contractor will be provided.

A feasibility study will be performed of a future connection to the City of Springfield water and sewer and needed extensions. This will include desktop analysis and limited field data collection to determine the run of pipes, potential need for lift station if gravity sewer is not viable, and costs to implement. Full survey and design/engineering of the future connection is not included at this time. If determined feasible and necessary, additional service can be negotiated.

**Deliverables:**
- Cover Sheet
- General Notes
- Concept Plans at a max 1” = 40 ft scale indicating layout of the proposed improvements
- Preliminary Construction Details (initial details and materials determinations necessary to assess design and budget considerations at this stage (details critical to engineering will be in draft form).
- Conceptual landscape plans – Tree and hatched shrub and groundcover areas with a conceptual schedule to be refined in next submittal phase.
- (2) Two Sets 24”x36” plus Digital File for Client review and comments.
- (1) One Updated Rendered plan to scale
- Opinion of Probable Cost (includes 25% contingency)
Task #4 – Construction Plans, Specifications, Details

The Consultant shall advance the concept design based upon Client decisions in the Design Development Phase. Development of the Construction Plans constitutes the advancement of design detailing to the point at which the project is all but complete aside from submitting plans for permit and making final revisions per agency review. The Documents shall be suitable for bidding and construction of the design elements of the project. The Construction Documents shall include Plans, Bid Item Quantities, Final Design Estimate, Construction Specifications, and a full set of Effingham County Standard Contract Documents. The Consultant will present the plans and address (2) two rounds of comments from the Client. Any alignment, materials, and other site-specific design changes requested after approval and acceptance will impact the design cost and production schedule. Upon completion of plans all details and interdisciplinary coordination will have been fully completed.

Plans shall include but not be limited to:

- Cover Sheet
- General Notes sheet(s)
- Overall Site Plan showing improvements
- Enlarged site/civil horizontal control plans at a max 1” = 40 ft scale with dimensions
- Erosion Control and Pollution Prevention Plan with local regulations for permissable plans.
- Demolition and Staging Plans
- Paving Grading and Drainage Plans that included fine grading and spot elevations with full design of inlets/piping systems and stormwater management practices (if required), pipe profiles with calculations presented in a pipe chart, gutter spread calculations, a stormwater management report per jurisdictional requirements and drainage structures details.
- Utility Plans of water and sewer extensions and well abandonment if feasible.
- Architectural Plans showing proposed fixtures, wall surfaces, electrical, and door hardware for remote access. Structural Design for the gazebos or restroom is excluded.
- Tree Mitigation Plans including tree impact calculations.
- Construction details – to include pickleball courts, fishing/kayak dock, upgrade boat launch, and playground coordination.
  - Effingham County Standard Details approved November 17th, 2004.
  - Custom details will be completely refined and coordinated with overall design.

Deliverables

- The Consultant shall produce a full set of Signed and Sealed Construction Documents
- (2) Two Sets 24”x36” plus Digital File for Client review and comments.
- (1) One Updated Rendered plan to scale
- Final update to the Opinion of Probable Cost (includes 25% contingency)
Task #5 - Permitting
The Consultant shall coordinate with the Client through a preliminary development review to determine all necessary permits prior to design. The Consultant shall be responsible for submitting and obtaining regulatory approval for the Construction of this project from all necessary regulatory agencies with jurisdiction over this project per the Official Code of Effingham County, Georgia approved April 6th, 1999, ordinance. All permitting fees shall be paid by the Client directly to the permitting agency. Pond will strive to develop plans that limit permitting and regulatory needs to the greatest extent possible, however some regulation may be unavoidable to achieve the desired project outcome(s).

**Permitting may include but not limited to:**
- Land Disturbance Activity (LDA) Permit
- National Pollutant Discharge Elimination System (NPDES) Permit with Notice of Intent (NOI)
- US Army Corps of Engineers (USACE)
- Georgia Environmental Protection Division (EPD)
- Accessory Structure Permit Application
- Building Permits

Task #6 – Construction Management Services

**Bid Process**
- Provide Effingham County with PDF version of the approved Construction Document Plans to be used by the Client for bid purposes, including the plans, details, and specifications.
- Contractor RFP/ITB, standard contracts, bond agreements, general conditions, etc., are the responsibility of Effingham County.
- The Consultant Project manager shall attend the pre-bid conference.

The Bid Process is performed in conjunction with your attorney and development team.

**Shop Drawing Review:**
- Review of shop drawings to verify their compliance with design intent.
- The Consultant will review and comment on shop drawings one time. If drawings return and still do not meet design intent, they will be rejected. Additional reviews will require additional services.

**Construction Administration:**
- Review Pay applications
- Review change order requests and advise client as to the appropriate action.
- Respond to RFI’s
- Attend weekly on-site meetings, (26) twenty six included., perform observations and produce corresponding field reports.

The Construction Administration does not include Client modifications and/or additions to the plans after completion of the construction documents submitted for permit. The Consultant will notify the Client and gain approval before proceeding with any additional observations or plans due to unforeseen conditions.
List of Sub-consultants
The following sub-consultants will be used to provide necessary data related to the completion of the project.

Subconsultant/Firm Name: TR LONG ENGINEERING, P.C.
Address: 1000 Towne Center Blvd., Suite 304, Pooler, GA 31322
Phone: 912-335-1046
Description of Work/Services to be Performed:
- Topographic Survey with Plat (03890015)
- Utility Locate
- Topographic Survey of walking track
- Well Design and Coordination
Subcontracted Amount: $14,000

Notice-to-Proceed
No work on this project shall be performed until a contract has been executed and a Notice-to-Proceed letter has been issued.

Exclusions and Assumptions
1. Environmental design/coordinating services associated with wetlands, streams, stream buffers, contaminated soil/groundwater, asbestos, lead based paint, endangered species, etc. are not included.
2. Where available County standards and specifications will be referenced. For specially detailed and proprietary items, special technical specifications will be provided in the construction documents.
3. Plumbing and electrical redesign or addition is not included. Pond will specify new fixtures and finishes, and recommend improvements to meet current code requirements. Any more extensive Mechanical, Electrical and Plumbing needs will be considered additional services.
4. Environmental certifications including LEED, SITES, and Envision are excluded.
5. While the Consultant will deliver a value-conscious design and seek Client’s preference on significant cost-related decisions when options are presented, a detailed value-engineering analysis after plans are complete is not included.
6. Services not specifically included in the proposal, or material changes requested after professional services have commenced and/or been approved by the Client team, will be considered additional / out of scope services, and will be approved via a contract change order prior to commencement of the additional work.
7. While our team will work to reveal all existing conditions that affect the design and construction of the project, all projects may reveal unforeseen conditions during construction. The Consultant cannot be held responsible for unforeseen conditions that were not detected at the time of design.
8. Any estimates as to costs are based on industry experience and the Consultant is not responsible for changes in market conditions that affect construction, material, labor, or maintenance costs. While the Consultant will provide guidance for calculating escalation of costs at future dates, The Consultant will not be responsible under this agreement for actual future costs to implement based upon materials and labor cost at that time.
9. As-Built drawings shall be provided by the Contractor.
Closure

Pond proposes a lump sum fee of $114,788.80 to complete the scope of work as described herein. Detailed breakdown of the tasks and manhours to accomplish each task can be seen in Attachment A the proposal cost matrix.

We appreciate the opportunity to work on this exciting project. If you should have any questions, please feel free to contact me at (904) 559-0117.

Sincerely,

Matthew Wilder, PLA, ASLA
Vice President

Melissa Phillips
Client Liaison

Attachment ‘A’ – PROPOSAL COSTS
### Baker Park Improvements

**Date Printed:** 9/21/2022

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#### Task #1 – Planning Phase
- Project Kick-off / Project Management
  - Hours: 8
  - Cost: $2,279.76

#### Task #2 – Existing Conditions, Topographic, and Utility Survey
- Survey Coordination
  - Hours: 0
  - Cost: -

#### Task #3 – Design Development Plans
- Design Development
  - Hours: 16
  - Cost: $1,302.72

#### Task #4 – Construction Plans, Specifications, Details
- Hours: 8
  - Cost: $1,302.72

#### Task #5 - Permitting
- Permit Applications
  - Hours: 16
  - Cost: $1,302.72

#### Task #6 – Construction Management Services
- Hours: 46
  - Cost: $462.28

**Total Hours:** 7,490.64
**Total Cost:** $95,788.80

**Percent of Total Hours:**
- 7% Site Survey
- 7% Design & Engineering TOTAL
- 1% EXPENSES

**Percent of Total Cost:**
- 100% Design & Engineering TOTAL
- 100% EXPENSES

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**Item IX. 8.**

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Staff Report

Subject: Approval of Change Order #1 for Contract 22-25-009 with Griffin Contracting, Inc.

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: October 4, 2022

Item Description: Change Order #1 for Contract 22-25-009 with Griffin Contracting, Inc. for the TSLOST project at the intersection of Kolic Helmey and SEES

Summary Recommendation: Staff recommends approval of Change Order #1 for Contract 22-25-009 with Griffin Contracting, Inc.

Executive Summary/Background:

- The original intersection concept from the county and the original design by Roberts Civil Engineering (RCE) had to be modified for various reasons. RCE and Griffin staff had to shift the additional lanes to the school side of the road, and extend the merge lands in both directions beyond the school. This new design would avoid conflicts with Georgia Power lines and neighbor driveways across from the school and also avoided delays that would affect school traffic.

- Due to the need to have this project completed prior to the start of the school year, this work has already been completed.

- This change order request is for $165,677.08, bringing the overall contract total to $843,481.08.

Alternatives for Commission to Consider

1. Approval of Change Order #1 for Contract 22-25-009 with Griffin Contracting, Inc. in the amount of $165,677.08

2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Engineering, Purchasing, County Manager

Funding Source: TSPLOST

Attachments: Agreement with Griffin Contracting and Change Order 1
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Effingham County Board of Commissioners ("Owner") and
Griffin Contracting, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

Adding a new ByPass Lane and a new Turning Lane with entrance Driveway enhancements and Shoulders along Kolic Helmey Road at the entrance to the South Effingham Elementary School (SEES) in Effingham County, Georgia, with related resurfacing of existing road pavement, with related pavement markings, signage, utility relocations, and drainage improvements, and with related traffic and safety controls.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **ITB 22-25-009 - TSPLOST INTERSECTION - KOLIC HELMEY AT SEES**

ARTICLE 2 – OWNER’S REPRESENTATIVES

2.01 The Effingham County Contract Technical Representative and Project Manager for this Project shall be Roberts Civil Engineering (RCE). Following the issuance of the Notice to Proceed, RCE will be the main point of contact for the Contractor, and shall advise the County Contract Administrator on issues related to the performance of the Contractor’s work. The RCE Project Manager for this Project shall be Mr. Rip Graham.

2.02 The Effingham County Contract Administrator for this Project shall be Mr. Eric Larson. Mr. Larson will act on behalf of the Effingham County Board of Commissioners.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

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

3.02 Contractor shall engage immediately upon receipt of the Notice to Proceed (NTP), to commence the Project Work no earlier than May 26, 2022, and to complete the Project Work no later than August 3, 2022.
ARTICLE 4 – LIQUIDATED DAMAGES

4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

ARTICLE 5 – CONTRACT PRICE

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>GDOT Ref. No.</th>
<th>ITEM DESCRIPTION</th>
<th>TOTAL QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>PRICE</th>
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</table>

Baseline Scope Bid TOTAL: $677,804.00
Estimated quantities provided by the Owner for bidding purposes are not guaranteed, and payment for Unit Price elements will be based upon the agreed- upon Unit Price times the documented and verified quantities actually provided. Unit Price shall be used as the basis for calculating the value of additive or deductive changes in Scope. Unit Price shall include, but not be limited to, Labor (Salaried and Hourly, Field and Office), Benefits, Materials, Tools, Equipment, Travel Expense, Material and Equipment Delivery, Construction Materials Testing, Permits, Insurance, Taxes (other than Sales Tax), Bonds, Field Overhead, Office Overhead, and Profit. Unit Price shall exclude the cost of Sales Tax, as this Project is Sales Tax exempt.

THIS SECTION INTENTIONALLY LEFT BLANK
ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

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

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

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 – INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or
indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the negligence of the CONTRACTOR or its subcontractors.

The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

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

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

ARTICLE 11 – INDEPENDENT CONTRACTOR

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

ARTICLE 12 – CONTRACT DOCUMENTS

12.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 10, inclusive).
2. General Conditions (pages 1 to 7, inclusive).
3. Supplemental Conditions (page 0, inclusive).
5. Addenda (numbers 1 to 2, inclusive).
6. Exhibits to this Agreement (enumerated as follows):
   a. Contractor’s Bid (pages 1 to 7 inclusive).
   b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 38 inclusive).

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

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

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

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

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

   A Field Order;

   1. A/E’s approval of a Shop Drawing or Sample; or

   2. A/E’s written interpretation or clarification.

ARTICLE 13 – MISCELLANEOUS

13.01 Terms

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

13.02 Assignment of Contract

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

13.03 Successors and Assigns

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

13.04 Severability

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

13.05 Contractor’s Certifications

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

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

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

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

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

This Agreement will be effective on May 20, 2022 (which is the Effective Date of the Agreement).

COUNTY:
Effingham County Board of Commissioners
By: Wesley W. Cuff
Title: Chairman

CONTRACTOR:
Griffin Contracting, Inc.
By: Chris Dowd
Title: Secretary

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

Attest: S. Johnson
Title: County Clerk

Address for giving notices:
804 S. Laurel Street
Springfield, GA 31329

Address for giving notices:
122 Pipemakers Circle
Suite 207
Paxton, GA. 31322
MINUTES OF ACTION OF
SHAREHOLDERS OF
GRIFFIN CONTRACTING, INC.
TAKEN BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF MEETING

The undersigned, being all of the Shareholders of GRIFFIN CONTRACTING, INC., a
Georgia corporation, by affixing their signatures hereto, do hereby consent to and do hereby take
the following actions pursuant to O.C.G.A. Section 14-2-704. All notice is hereby waived.

1. The following named persons are elected to the offices set opposite their names to
serve for the next twelve (12) months, and until their successors are duly elected or they are
terminated or removed or until they resign:

A. President - Brent Bazemore
B. Vice-President - Troy Davis
C. Secretary - Cheryl Davis
D. Treasurer - Brent Bazemore

2. The business transactions of the Corporation for the preceding twelve (12)
months; i.e., January through December, and all actions of the
Officers are hereby ratified and approved.

3. (Other Matters)

4. The Secretary is directed to file this Consent in the Minute Book of the
Corporation.

Done this 20th day of November, 2017.

We consent to the above:

Brent G. Bazemore, Shareholder
(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)
NOTICE OF AWARD

TO:    GRIFFIN CONTRACTING, INC
RE:    NOTICE OF AWARD – CONSTRUCTION

ITB 22-25-009 – TSPLOST INTERSECTION, KOLIC HELMEY/SEES

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

NOA Dated this 19th day of May, 2022

Effingham County Board of Commissioners

Tim Callahan, County Manager

DATE OF AWARD BY BOARD OF COMMISSIONERS:

Date of Contract Award: May 17, 2022
NOTICE TO PROCEED

TO:

RE: NOTICE TO PROCEED – CONSTRUCTION

ITB 22-25-009 - TSPLOST INTERSECTION - KOLIC HELMEY AT SEES

Please consider this your NOTICE TO PROCEED (NTP) on the above referenced project.

Contractor shall engage immediately upon receipt of the Notice to Proceed (NTP), to commence the Project Work no earlier than May 26, 2022, and to complete the Project Work no later than August 3, 2022.

Failure to complete the work by this time/date will result in deductions from the monies due the contractor as “liquated” damages in an amount equal to $500.00 per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this 7th day of May, 2022

Effingham County Board of Commissioners

Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: Griffin Contracting, Inc.

By: [Signature]

Title: Secretary

Date of Acceptance: May 20, 2022
# Change Order # 1

**Project:** 22-25-009 – TSPLOST Intersection – Kolic Helmey at SEES  

**Contract Date:** May 17, 2022  

**Change Order Effective Date:** October 4, 2022  

**Change Order Issued to:** Griffin Contracting, Inc.  
122 Pipemakers Circle  
Pooler, GA 31322  

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Re-Design needed for Intersection – -Breakdown on the attached documentation</td>
<td>$165,677.08</td>
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<tr>
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<tr>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$165,677.08</strong></td>
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</table>

The original Contract Sum was.................................................................$ 677,804.00  
Net change by previously authorized Change Orders..................................................$ 0  
The Contract Sum prior to this Change Order was..........................................................$ 677,804.00  
The Contract Sum will be increased by this Change Order..................................................$ 165,677.08  
The new Contract Sum including this Change Order will be..................................................$ 843,481.08  
The Contract Time will be increased by 0 days  
Only non-traffic related punch list work remains, completion scheduled for next week.

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

By: ________________________________  
Date: ________________________________

**Contractor**  
Griffin Contracting, Inc.  
122 Pipemakers Circle  
Pooler, GA 31322  

By: ________________________________  
Date: ________________________________
September 23, 2022

Mr. R.M. “Rip” Graham
Roberts Civil Engineering
301 Sea Island Road, Suite 10
St. Simons Island, GA 31522

Re: TSPLOST Intersection Kolic Helmey & SEES
   Change Order # 1 Request per Re-Design Changes

Dear Mr. Graham

Per the revised plans dated 07/05/22 on the TSPLOST Kolic Helmey Intersection Project, we are requesting a change order in the amount of $165,677.08. Please see the attached breakdowns showing the increases and deductions from the original contract/plans.

Please let me know if you need any additional information.

Sincerely,

Chris Davis
Project Manager/Secretary
Griffin Contracting, Inc
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Traffic Control</td>
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<td>LS</td>
<td>$8,200.00</td>
<td>$8,200.00</td>
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<td>$46,630.00</td>
<td>$57,030.00</td>
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<td>4</td>
<td>8” GAB</td>
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<td>SY</td>
<td>$38.00</td>
<td>$27,626.00</td>
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<td>5</td>
<td>Asphalt Leveling</td>
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<td>6</td>
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<td>5,277.00</td>
<td>LF</td>
<td>$0.50</td>
<td>$2,638.50</td>
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<tr>
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<td>$246.50</td>
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<td>$(733.00)</td>
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<td>$100.00</td>
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<td>19</td>
<td>Rip Rap</td>
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<td>$(1,500.00)</td>
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<td>$(1,800.00)</td>
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<td>$(13,284.00)</td>
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<td>23</td>
<td>Fence/Gate Work - Subcontractor</td>
<td>1</td>
<td>LS</td>
<td>$18,160.00</td>
<td>$18,160.00</td>
</tr>
</tbody>
</table>

**LUMP SUM PRICES NOTES:**
Traffic Control price includes additional materials & labor due to extra length of project site. Traffic Control price also includes cost of additional temporary striping.

Grading Complete includes the extra pavement demolition of the school entrances, additional clearing, additional surveying, additional rough grading & fine grading for larger areas, and all of the Storm Drainage Changes - PLEASE SEE ATTACHED BREAKDOWN

Fence/Gate work price includes the removal of existing fencing & gates, supply & installation of temporary gates, and installation of new fencing & larger galvanized rolling gates.
<table>
<thead>
<tr>
<th>Item</th>
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<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
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<td>LS</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
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<tr>
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<td>$7,650.00</td>
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<tr>
<td>4</td>
<td>Rough Grading Areas for Additional Asphalt</td>
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<td>$7,270.00</td>
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<td>(10,350.00)</td>
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<td>6</td>
<td>Add Ditches South Side of Project</td>
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<td>LF</td>
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<td>$8,150.00</td>
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<td>7</td>
<td>Storm Changes - Delete Manholes</td>
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<td>LS</td>
<td>$9,900.00</td>
<td>(9,900.00)</td>
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<tr>
<td>8</td>
<td>Storm Changes - Add 2 Large Poured In Place Boxes</td>
<td>1.00</td>
<td>LS</td>
<td>$17,300.00</td>
<td>$17,300.00</td>
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<td>9</td>
<td>Extra Clearing</td>
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<td>$1,500.00</td>
<td>$1,500.00</td>
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<tr>
<td>10</td>
<td>Re-grade &amp; Add Stone for Slope Correction</td>
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<td>LS</td>
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<td>$10,400.00</td>
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<tr>
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<td>727.00</td>
<td>SY</td>
<td>$5.00</td>
<td>$3,635.00</td>
</tr>
</tbody>
</table>

**Grading Total** $57,030.00
Staff Report

Subject: Approval of Change Order #2 for Agreement 22-25-010 with McLendon Enterprises, Inc. for the LMIG 2022 and other road work

Author: Alison Bruton, Purchasing Agent

Department: Public Works/Roads

Meeting Date: October 4, 2022

Item Description: Change Order #2 for Agreement 22-25-010 with McLendon Enterprises, Inc. for the LMIG 2022 and other road work

Summary Recommendation: Staff recommends approval of Change Order #2 for Agreement 22-25-010 with McLendon Enterprises, Inc. for the LMIG 2022 and other road work for a reduction in price of $594,290.55.

Executive Summary/Background:

- In August, Contract 22-25-010 was awarded to McLendon Enterprises, Inc. for LMIG 2022 and other road projects throughout the County in the amount of $3,764,575.98.
- In September, the Board approved CO1 to McLendon for two other areas that need repair - Blue Jay and McCall Road Intersection, and Old Augusta Road at Estes Trucking.
- During the review of the other roads included in the contract between McLendon, Roberts Civil Engineering, and staff, it was determined that deductions could be made to three of the roads:
  - Old August Road (TSPLOST, dirt road) – Complete Deduction (-$512,926.24)
  - Old Tusculum Road (LMIG) – Change in Scope (-$1,657.75)
  - Bay Road (LMIG) – Change in Scope (-$79,706.56)
- Staff has confirmed that we still meet the County match requirements for LMIG with these deductions. The new contract total for McLendon will be $3,213,220.90

Alternatives for Commission to Consider

1. Approval of Change Order #2 for Agreement 22-25-010 with McLendon Enterprises, Inc. for the LMIG 2022 reduction in price of $594,290.55
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Asst. County Manager, Purchasing

Funding Source: $1.2M is funded in the LMIG budget, the remaining funds will be expended from TSPLOST or SPLOST, a budget amendment will be necessary

Attachments:

1. Change Order #2
2. Quote from McLendon
Change Order # 2

Project: ITB 22-25-010 – 2022 LMIG

Contract Date: August 16, 2022

Change Order Effective Date: October 4, 2022

Change Order Issued to: McLendon Enterprises, Inc.
2365 Aimwell Road
Vidalia, GA 30474

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Old Augusta Road – Deduct (TSPLOST)</td>
<td>-$512,926.24</td>
</tr>
<tr>
<td>2</td>
<td>Old Tusculum Road – Change of Scope (LMIG)</td>
<td>-$1,657.75</td>
</tr>
<tr>
<td>3</td>
<td>Bay Road – Change of Scope (LMIG)</td>
<td>-$79,706.56</td>
</tr>
</tbody>
</table>

TOTAL

The original Contract Sum was.........................................................$ 3,764,575.98
Net change by previously authorized Change Orders...........................................$ 42,935.47
The Contract Sum prior to this Change Order was.......................................$ 3,807,511.45
The Contract Sum will be increased by this Change Order............................(- $594,290.55)
The new Contract Sum including this Change Order will be.........................$ 3,213,220.90
The Contract Time will be increased by 0 days

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

By: ________________________________  By: ________________________________

Date: ______________________________  Date: ______________________________
September 23, 2022

Mr. Rip Graham
Roberts Civil Engineering

RE: ITB 22-25-010-2022 Effingham County LMIG 2022
Old Augusta Road Change Order #2

Mr. Graham,

Attached is the information for change order for Old Augusta Road on the above referenced project.
In summary:

Old Augusta Road will be deleted in its entirety. The only cost remaining on this road is bond premium for Epps contracting that was put in the Traffic and Safety Control LS item along with the time McLendon employees have spent on site scheduling, locating utilities, driveway pipe locations, and any other tasks associated with this road.

The add/delete summary is attached for review.

Sean M. Scott
Sean M. Scott, P.E.
Chief Engineer

Cc: Keith Clements, McLendon Enterprises, Inc.
    Kenny Allen, McLendon Enterprises, Inc.
### Old Augusta Road

**Original Contract**

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<tr>
<th>Item</th>
<th>Gdot Ref</th>
<th>Description</th>
<th>Est Qty</th>
<th>Unit</th>
<th>Bid Unit $</th>
<th>Bid $$</th>
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<td>LS</td>
<td>$10,688.95</td>
<td>$10,688.95</td>
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<td>210</td>
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<tr>
<td>5</td>
<td>424</td>
<td>5/8&quot;-3/4&quot; Triple Surface</td>
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<td>SY</td>
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<td>6</td>
<td>402</td>
<td>Asphalt Deep Patch 25mm, Superpave</td>
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<td>420</td>
<td>Rejuvenating Scrub Seal, Type B</td>
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<td>415</td>
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<tr>
<td>12</td>
<td>652</td>
<td>5&quot; Solid Traffic Stripe-Yellow(High Build)</td>
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<td>303</td>
<td>Supply suitable fill</td>
<td>100</td>
<td>CY</td>
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<tr>
<td>24</td>
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<td>Removal of unsuitable</td>
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<td>CY</td>
<td>$20.95</td>
<td>$2,095.00</td>
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</table>

**Revised Contract**

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<th>Item</th>
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<th>Est Qty</th>
<th>Unit</th>
<th>Bid Unit $</th>
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<td>1</td>
<td>150</td>
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<td>2</td>
<td>151</td>
<td>Mobilization and Demobilization</td>
<td>1</td>
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<td>$0.00</td>
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<td>3</td>
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<td>Control of Erosion and Sed.</td>
<td>1</td>
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<td>4</td>
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<td>$0.00</td>
</tr>
<tr>
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<td>424</td>
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**Road Total**

- **Original Contract**: $522,655.77
- **Revised Contract**: $9,729.53

$9,729.53 is for Epps bond premium and 5 days of project manager, superintendent, and foreman time on this project preparing for it prior to the decision to abandon it.

**Total Change to Original Contract Value**

-512,926.24

104
September 23, 2022

Mr. Rip Graham
Roberts Civil Engineering

RE: ITB 22-25-010-2022 Effingham County LMIG 2022
Old Tusculum Road Change Order #3

Mr. Graham,

Attached is the information for a change order for Old Tusculum Road on the above referenced project. In summary:

Old Tusculum Road’s scope has been modified to delete almost all patching and add 2’ widening. The scrub seal and microsurface will be applied following the widening.

The add/delete summary is attached for review.

Sean M. Scott
Sean M. Scott, P.E.
Chief Engineer

Cc: Keith Clements, McLendon Enterprises, Inc.
    Kenny Allen, McLendon Enterprises, Inc.
## Old Tusculum Road

### Original Contract

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$1,119,812.84

### Revised Contract

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Total Change to Original Contract Value  
-$1,657.75
September 23, 2022

Mr. Rip Graham
Roberts Civil Engineering

RE: ITB 22-25-010-2022 Effingham County LMIG 2022
Bay Road change order #4

Mr. Graham,

Attached is the information for change order for Bay Road on the above referenced contract.
In summary:

Bay Road’s scope has been modified to delete all patching. All other items are to be installed as originally intended.

The add/delete summary is attached for review.

Sean M. Scott
Sean M. Scott, P.E.
Chief Engineer

Cc: Keith Clements, McLendon Enterprises, Inc.
Kenny Allen, McLendon Enterprises, Inc.
## Bay Road

### Original Contract

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Total Change to Original Contract Value: **-$79,706.56**

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Total Change to Original Contract Value: **-$79,706.56**

**Total Change to Original Contract Value:**

- Original Contract Value: $192,879.17
- Revised Contract Value: $113,172.61

Total Change to Original Contract Value: **-$79,706.56**
Staff Report

Subject: Approval and publication of job description for a new position in Probation.
Author: Sarah Mausolf, Director
Department: Human Resources and Risk Management
Meeting Date: October 4, 2022
Item Description: Approval and publication of job description for a new position in Probation.
Summary Recommendation: Staff is requesting authorization to approve and publish this job description for a new position in Probation.

Executive Summary/Background
Office Manager (Probation) – The purpose of this position is to ensure that all administrative functions of the Probation Office are completed by staff according to standard operating procedures and to assist the department head in daily activities, providing both clerical and financial support, to ensure smooth and efficient departmental/office operations.

This will be a promotion for the current Administrative Assistant who has been with the County since 1995 and Probation Office since 2000.

Alternatives for Commission to Consider
1. Approve the job description and authorize publication and distribution.
2. Disapprove the job description and provide guidance to staff.

Recommended Alternative: Staff recommends Alternative 1.

Other Alternatives: None.

Department Review: County Manager, Probation, and Human Resources.

Funding Source: Funding through Fiscal Year 23 turnover savings.

Attachments: Office Manager (Probation) Job Description
Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.

**Position Overview:**
The purpose of this classification is to ensure that all administrative functions of the Probation Office are completed by staff according to standard operating procedures and to assist the department head in daily activities, providing both clerical and financial support, to ensure smooth and efficient departmental/office operations.

**Principal Duties and Responsibilities (Essential Functions**):**
The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Provide Executive Assistance to the Chief Probation Officer in confidential administrative and personnel matters.
- Supervises Probation Officers when Chief Probation Officer is out; Ensures work quality of subordinates.
- Prepares correspondence; answers mail; prepares memos and reports on matters concerning the department.
- Posts payments to Jagware and emails probation officers to let them know of payments that are made.
- Maintains a daily log of all visitors to the Probation Office.
- Monitors Effingham, Chatham, Bryan, Bulloch and Liberty County Bookings for New Arrests and logs in arrests into Jagware.
- Assists Probation Officers in requesting incident reports from arresting agency, help prepare warrants, orders and petitions.
- Enters new cases into Jagware and prepares the case file.
Principal Duties and Responsibilities CONTINUED (Essential Functions**):

Closes out cases in Jagware, prepares the file with purging information and files in closed out cabinet.

Post payments from Point n Pay, and balances daily, and monthly reports from jag with Point N Pay.

Prepares financial reports for State, Superior, Springfield and Guyton Courts.

Receives invoices via email and processes them for payment through ADG

Balance and reconciles bank statements by preparing monthly spreadsheets; scanning receipts and statements for submission to Accounts Payable; provide hard copies; maintains records.

Maintains financial information in a confidential manner; prepares and maintains complex financial files.

Prepares requisitions for payment of invoices; keeps copies of purchase orders and invoices for office file; batches and turns requisitions into Purchasing Department; monitors the budget by storing information on payment of invoices in the computer.

Checks and reviews a variety of data for accuracy, completeness, and conformance to established standards.

Maintains inventory of supplies; orders or requisitions supplies as needed.

Assists in processing incoming and outgoing mail.

Compiles tables and summaries for statistical reports and budgets; generates and prints related reports.

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

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

Assists Chief Probation officer with budget preparation.
**Principal Duties and Responsibilities CONTINUED (Essential Functions**):**

Assists in answering incoming calls; takes messages or routes calls to appropriate party

Maintains copiers and office equipment.

Collects Data for DCS/MPOU Quarterly Reports and prepares quarterly report for submission

Receives validations from the Effingham County Warrants Division/Effingham 911 Center and processes and returns in a timely manner

Be available to Finance if something should arise and they need immediate assistance

Be available to State/Superior/Springfield/Guyton Clerks and Solicitors Office if they have questions about a case.

Attends safety meetings as directed, prepares and submits office safety inspections forms to the Risk Officer, as well as prepares monthly safety education for Probation staff to review.

**ADDITIONAL FUNCTIONS**

Answers the telephone; makes copies; runs errands.

Provides assistance to other employees or departments as needed.

Performs other related duties as required.

**MINIMUM QUALIFICATIONS**

High school diploma or GED; supplemented by three (3) years previous experience and/or training that includes administration, office procedures, and dealing with the public; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.
PERFORMANCE APTITUDES

Data Utilization:
Requires the ability to review, classify, categorize, prioritize, and/or analyze data. Includes exercising discretion in determining data classification, and in referencing such analysis to established standards for the purpose of recognizing actual or probable interactive effects and relationships.

Human Interaction:
Requires the capacity to act as a first line supervisor, including overseeing work, acting on employee problems, and assigning the work of others.

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

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

Mathematical Aptitude:
Requires the ability to perform addition, subtraction, multiplication, and division; the ability to calculate decimals and percentages; the ability to utilize principles of fractions; and the ability to interpret graphs.

Functional Reasoning:
Requires the ability to apply principles of rational systems; to interpret instructions furnished in written, oral, diagrammatic, or schedule form; and to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objectives.

Situational Reasoning:
Requires the ability to exercise judgment, decisiveness and creativity in situations involving evaluation of information against measurable or verifiable criteria.
ADA COMPLIANCE

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

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

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

** To comply with regulations by the American with Disabilities Act (ADA), the principal duties in job descriptions must be essential to the job. To identify essential functions, focus on the purpose and the result of the duties rather than the manner in which they are performed. The following definition applies: a job function is essential if removal of that function would fundamentally change the job.
Staff Report

Subject: Variance (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 4, 2022

Item Description: Carley & Tyler Dunn request a variance from the required building setbacks, to allow for the replacement of a mobile home. Located at 100 Hagin Street, zoned AR-1. Map# 296A Parcel# 44

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance from the required building setbacks, to allow for the replacement of a dwelling, with conditions.

Executive Summary/Background
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  
  That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and

  That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- The applicant wishes to replace a mobile home, utilizing the existing dwelling site. The AR-1 zoned property is a non-conforming lot of .39 acres. The current mobile home is being demolished and removed from the site. The applicant wishes to place a new, slightly larger mobile home on the site. The current structure does not meet rear setback requirements. The replacement mobile home cannot move forward due to the location of the drainfield in the front yard.
- The lot is approximately 100’ deep by 150’ wide (variable). The AR-1 front and rear setback requirements are 50’, which would allow no space for a residential structure.
- The proposed new mobile home is 30’ deep X 60’ wide. If placed parallel to Hagin Street, the mobile home will be ~15’ from the rear property boundary.
- At the September 19, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request for a variance from the required building setbacks, with the following conditions:
  1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
  2. The lot shall meet all other requirements of the AR-1 zoning district.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request for a variance from the required rear building setbacks, to allow for the replacement of a dwelling, with the following conditions:
   1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
   2. The lot shall meet all other requirements of the AR-1 zoning district.

2. Deny the request for a variance from the required building setbacks.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Variance application
2. Ownership certificate/authorization
3. Site Plan
4. Aerial photograph
5. Deed
ATTACHMENT A - VARIANCE APPLICATION

Application Date: 08/04/22

Applicant/Agent: Carley and Tyler Dunn
Applicant Email Address: carleybryanna@gmail.com

Phone #: 912-666-8205

Applicant Mailing Address: 207 Kingsway
City: Ellabell State: GA Zip Code: 31308

Property Owner, if different from above: N/A
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): N/A

Phone #: N/A

Owner's Mailing Address: N/A

City: N/A State: N/A Zip Code: N/A

Property Location: 100 Hagin Street Guyton GA 31312

Name of Development/Subdivision:

Present Zoning of Property AR-1 Tax Map-Parcel #: 296A.44 Total Acres .89

VARIANCE REQUESTED (provide relevant section of code):

Describe why variance is needed: To put a mobile home on property that will fit my family (Reducing set backs) 32' x 40'

How does request meet criteria of Section 7.1.8 (see Attachment C):

Need set back variance to replace mobile home on noconforming lot.

Applicant Signature: [Signature] Date 8/26/22

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

July 22, 2022, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2797 page 900.

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

Owner's signature

Print Name

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 26th day of August, 2022.

Kathleen Erin Dunnigan
Notary Public, State of Georgia

Rev 05052021
RETURN TO:
REDDICK & EXLEY
ATTORNEYS AT LAW
P.O. BOX 385
SPRINGFIELD, GA 31329

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 12th day of July, 2022, between JOSHUA ALEXANDER SMITH of the FIRST PART, and TYLER L. DUNN and CARLEY B. DUNN of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said parties of the SECOND PART, as joint tenants with right of survivorship as defined and created by O.C.G.A. § 44-6-190, then to their heirs, executors and assigns of the survivor, the following described property, to-wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the Town of Pineora, 10th G.M. District, Effingham County, Georgia, known and designated as Lot Number One (1), Block Number Fifty-four (54), that is shown and more particularly described by the plat of survey made by Paul Weitman, County Surveyor, dated March 7, 1961, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Surveyor's Record Book H, Page 116, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Deed from Bambi Lynn Bowers Jones as Executor of the Last Will and Testament of Doris Leah Smith to Joshua Alexander Smith by Deed dated November 13, 2014 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 2267, Page 863.

SUBJECT to restrictive covenants and easements of record.

SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereunto the same being, belonging, or in anywise appertaining, to the only property use, benefit and behoof of the said parties of the second part, as joint tenants with the right of survivorship as defined above, then to their heirs, executors and assigns of the survivor, forever in Fee Simple.

AND THE SAID party of the FIRST PART, for his heirs and assigns, will warrant and forever defend the right and title to the above described property unto the said parties of the SECOND PART, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the FIRST PART has hereunto set his hand, affixed his seal and delivered these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

JOSHUA ALEXANDER SMITH

Notary Public

https://search.gacccca.org/imaging/HTML5Viewer.aspx?id=81763584&key1=2797&key2=900&country=51&countynam=EFFINGHAM&userid=725673&appid=4
State of Ga.
Effingham Co.

Plot of

Twenty-four lots as shown in Pinecones, Ga., 10th G.M. District. Donor for and by direction of
Durell Hugine. Completed March 7, 1961.  Scale 100 ft. per inch.
100 HAGIN STREET
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 4, 2022
Item Description: Carley & Tyler Dunn request a variance from the required building setbacks, to allow for the replacement of a mobile home. Located at 100 Hagin Street, zoned AR-1. Map# 296A Parcel# 44

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance from the required building setbacks, to allow for the replacement of a dwelling, with conditions.

Executive Summary/Background
• Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:

  That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and

  That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

• The applicant wishes to replace a mobile home, utilizing the existing dwelling site. The AR-1 zoned property is a non-conforming lot of .39 acres. The current mobile home is being demolished and removed from the site. The applicant wishes to place a new, slightly larger mobile home on the site. The current structure does not meet rear setback requirements. The replacement mobile home cannot move forward due to the location of the drainfield in the front yard.

• The lot is approximately 100’ deep by 150’ wide (variable). The AR-1 front and rear setback requirements are 50’, which would allow no space for a residential structure.

• The proposed new mobile home is 30’ deep X 60’ wide. If placed parallel to Hagin Street, the mobile home will be ~15’ from the rear property boundary.

• At the September 19, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request for a variance from the required building setbacks, with the following conditions:
  1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
  2. The lot shall meet all other requirements of the AR-1 zoning district.

• The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request for a variance from the required rear building setbacks, to allow for the replacement of a dwelling, with the following conditions:
   1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
   2. The lot shall meet all other requirements of the AR-1 zoning district.

2. Deny the request for a variance from the required building setbacks.

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. 296A-44
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 296A-44
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, CARLEY & TYLER DUNN has filed an application for a variance, to reduce the required building setbacks, to allow for the replacement of a dwelling; map and parcel number 296A-44, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on October 4, 2022 and notice of said hearing having been published in the Effingham County Herald on September 14, 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 August 31, 2022; and

IT IS HEREBY ORDAINED THAT a variance to reduce the required building setbacks, to allow for the replacement of a dwelling; map and parcel number 296A-44, located in the 1st commissioner district is approved, with the following conditions:

1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
2. The lot shall meet all other requirements of the AR-1 zoning district.

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 (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 4, 2022

Item Description: Tad Segars requests to rezone 1.28 acres from I-1 to AR-2 to allow for combination with an adjacent parcel. Located on Roebling Road. Map# 377 Parcel# 2

Summary Recommendation
Staff has reviewed the application, and recommends approval of the Tad Segars requests to rezone 1.28 acres from I-1 to AR-2 to allow for combination with an adjacent parcel. Located on Roebling Road, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The parcel was rezoned to I-1 in 2004, for the purpose of obtaining a business license to continue the storage and maintenance of heavy equipment for a land clearing business.
- The current applicant wishes to place a dwelling on the adjacent AR-2 parcel, and possibly combine the parcels for a future recreational development.
- At the September 19, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request to rezone 1.28 acres from I-1 to AR-2, with the following condition:
  1. The lot shall meet the requirements of the AR-2 zoning district.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives
1. Approve the request to rezone 1.28 acres from I-1 to AR-2, with the following condition:
   1. The lot shall meet the requirements of the AR-2 zoning district.

2. Deny the request to rezone 1.28 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: 8/12/2022

Applicant/Agent: Tad Segars

Applicant Email Address: tadsegars11@gmail.com

Phone #: 843-338-1244

Applicant Mailing Address: 12 New Orleans Rd.


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: Reebling Rd

Proposed Road Access: Reebling Rd.


Tax Map-Parcel #: 377.2 Total Acres: 1.28 Acres to be Rezoned: 1.28

Lot Characteristics:

WATER

_____ Private Well

_____ Public Water System

If public, name of supplier: __________________________

SEWER

_____ Private Septic System

_____ Public Sewer System

Justification for Rezoning Amendment:

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

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

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

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.

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

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

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

Applicant Signature: [Signature]

Date: 8-12-22
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

11/12/2022, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2756 page 729-730.

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 12 day of August, 2022.

Chelsie Fernand
Notary Public, State of Georgia
LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of 11th day of January, 2022, by and between

Tad Segars
(Hereinafter referred to as the "Grantor"), and

One Singleton LLC
(Hereinafter referred to as the "Grantee")

WITNESSETH, THAT:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed by these presents does grant, bargain, sell, and convey and confirm unto said Grantee:

All those certain lots, tracts or parcels of land situate lying and being in Effingham County, Georgia, designated as Parcel 1 (containing 3.267 acres, more or less) and Parcel 2 (containing 1.287 acres, more or less) upon a map made by Warren E. Poythress for Walter Moody dated June 7, 2005, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Cabinet "C", Slide 84 D-2. This is the same property conveyed to Edward M. Sahagian and Warren G. Aplin by Warranty Deed dated October 7, 2005, recorded in Deed Book 1349, Page 189, in the aforesaid Clerk's office. Said map and deed are incorporated herein by reference.

0 Roebling Road, Bloomingdale, Georgia 31302
PIN 03770-002-A00 and 03770 002

Said property containing improvements thereon currently known as 0 Roebling Road, Bloomingdale, GA 31302,
PIN 03770002 & 03770002A00

(hereinafter referred to as the "Property")

SUBJECT, however, to certain restrictions, covenants and easements of record or evidenced by use.

File No.: 2021-245

Limited Warranty Deed
TO HAVE AND TO HOLD the said described Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, only to the 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 and entities claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered before me on the day and year first above written,
In the presence of:

[Signature]

(SEAL)

[Signature]

Unofficial Witness

[Stamp]

Notarial Public

(NOTARIAL SEAL)
Return To:
Aldridge Pite, LLP
3575 Piedmont Rd. NE
Suite 500
Atlanta, GA 30305
(404) 994-7637

STATE OF __________
COUNTY OF __________

DEED UNDER POWER

THIS INDENTURE, made effective on 12/7/2021, by and between Patricia Craven (hereinafter collectively "Borrowers"), acting by and through WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST F, as the duly appointed agent and Attorney-in-Fact (hereinafter "Lender") as Party of the First Part, and WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST F, as Party of the Second Part:

WITNESSETH:

WHEREAS, Borrower did execute and deliver that certain Security Deed to Mortgage Electronic Registration Systems, Inc., as grantee, as nominee for Carrington Mortgage Services, LLC, its successors and assigns, dated 10/4/2019, which is recorded in Deed Book 2552, Page 193, Effingham County, Georgia Records, said Security Deed having been last sold, assigned, transferred and conveyed to WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST F, by Assignment, recorded at Deed Book 2742, Page 16, Effingham County Georgia Records, which conveys the property hereinafter described to secure an indebtedness evidenced by a Note in the original principal amount of $124,301.00; and

WHEREAS, said indebtedness was not paid in accordance with the terms of said Note and Security Deed and became in default, and under the terms thereof the entire principal and interest was declared immediately due and payable; and

WHEREAS, the entire indebtedness remaining in default, and in accordance with the terms of said Security Deed, Lender did advertise said property for sale once a week for four (4) weeks immediately preceding the sale in the newspaper in Effingham County, Georgia, wherein the Sheriff carried his advertisements; and
WHEREAS, notice of the foreclosure sale was given in compliance with O.C.G.A. § 44-14-162.2. The required notice was rendered by mailing a copy of the Notice of Sale Under Power that was submitted to the publisher of the newspaper wherein the property was advertised for sale, to the Borrower and any other "Debtor" (as defined by O.C.G.A. § 44-14-162.1) at least thirty (30) days prior to the foreclosure sale date of 12/7/2021; and

WHEREAS, Lender, according to the terms of said Security Deed, did expose said property for sale to the highest and best bidder for cash on 12/7/2021 within the legal hours of sale before the Courthouse door in Effingham County, Georgia and offered said property for sale at public outcry; and

WHEREAS, the property hereinafter described was knocked off to the Party of the Second Part, WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST F, who was the highest and best bidder for cash, at and for the sum of $104,500.00.

NOW THEREFORE, in consideration of the premises and the above said sum of $104,500.00 in hand paid, the receipt of which is hereby acknowledged, the said Party of the First Part does hereby bargain, sell, transfer and convey unto said Party of the Second Part, its successors and assigns, the following described property:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF MELDRIM, 159TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA, BEING KNOWN AND DESIGNATED AS LOT 34, SECTION 2 OF THE VILLAGE OR TOWN OF MELDRIM, AS SHOWN ON THAT CERTAIN MAP OR PLAT MADE BY J. DEAN GOWEN, GEORGIA REGISTERED LAND SURVEYOR NO. 6, DATED NOVEMBER 6, 1957, RECORDED IN MAP BOOK 2, PAGES 6 AND 7, IN THE RECORDS OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA. FOR A MORE PARTICULAR DESCRIPTION REFERENCE IS HEREBY MADE TO THE AFORESAID PLAT, WHICH IS SPECIFICALLY INCORPORATED HEREIN AND MADE A PART HEREOF.

This conveyance is subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

TO HAVE AND TO HOLD the said property hereinafter described, together with all and singular the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and behoof of the said Party of the Second Part, its successors, and assigns, in FEE SIMPLE in as full and ample a manner as the said Party of the First Part or said Party's representatives, heirs, successors and assigns, did hold and enjoy same.
IN WITNESS WHEREOF, Lender as Attorney in Fact for Borrower has caused this instrument to be executed in its corporate name by its duly authorized corporate officers and its corporate seal affixed, and has caused this instrument to be made effective on the date first above written.

WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST F

By and through their duly appointed attorney-in-fact

Carrington Mortgage Services, LLC by Power of Attorney

recorder herewith.

As Attorney in Fact for

Patricia Craven

By:

Print Name: Joseph Anthony Barragan

Position: President/Secretary/Supervisor

Carrington Mortgage Services, LLC attorney in fact

Title:

Date: DEC 21 2021

By:

Print Name: Kenneth Hung Keen Ho

Position: President/Supervisor

Carrington Mortgage Services, LLC attorney in fact

Title:

Date: DEC 21 2021

(CORPORATE SEAL)

Signed, sealed and delivered this 21 day of December, 2021 in the presence of:

Witness Patricia Goguen

Print Witness Name

JURAT

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 21 day of December, 2021, by Joseph Anthony Barragan, Kenneth Hung Keen Ho and Patricia Goguen, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Rosa Brass

NOTARY SEAL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

2191-2299A

Deed Under Power / 12/7/2021

EHU (EHU)
September 16, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
   Tad Segars
   Roebling Road Guyton, GA 31312
   Pin: 377-2
   Total Acres: 1.28 Acres to be rezoned: 1.28

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 I-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
Item XIII. 3.
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>DISAPPROVAL</th>
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<td></td>
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Of the rezoning request by applicant Tad Segars—(Map # 377 Parcel# 2) from I-1 to AR-2 zoning.

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

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

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

Yes  No  4. Does the property which is proposed to be rezoned have a 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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APPROVAL X      DISAPPROVAL ___

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

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

Planning Board Meeting – September 19, 2022
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 4, 2022

Item Description: Tad Segars requests to rezone 1.28 acres from I-1 to AR-2 to allow for combination with an adjacent parcel. Located on Roebling Road. Map# 377 Parcel# 2

Summary Recommendation
Staff has reviewed the application, and recommends approval of the Tad Segars requests to rezone 1.28 acres from I-1 to AR-2 to allow for combination with an adjacent parcel. Located on Roebling Road, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The parcel was rezoned to I-1 in 2004, for the purpose of obtaining a business license to continue the storage and maintenance of heavy equipment for a land clearing business.
- The current applicant wishes to place a dwelling on the adjacent AR-2 parcel, and possibly combine the parcels for a future recreational development.
- At the September 19, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request to rezone 1.28 acres from I-1 to AR-2, with the following condition:
  1. The lot shall meet the requirements of the AR-2 zoning district.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives
1. Approve the request to rezone 1.28 acres from I-1 to AR-2, with the following condition:
   1. The lot shall meet the requirements of the AR-2 zoning district.
2. Deny the request to rezone 1.28 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. 377-2

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS TAD SEGARS has filed an application to rezone one and twenty-eight hundredth (1.28) +/- acres; from I-1 to AR-2 to allow for the combination with an adjacent parcel; map and parcel number 377-2, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on October 4, 2022 and notice of said hearing having been published in the Effingham County Herald on September 14, 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 August 31, 2022; and

IT IS HEREBY ORDAINED THAT one and twenty-eight hundredth (1.28) +/- acre; map and parcel number 377-2, located in the 1st commissioner district is rezoned from I-1 to AR-2, with the following condition:

1. The lot shall meet the requirements of the AR-2 zoning district.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ___________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: ___________________________
FIRST/SECOND READING: ____________

_________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Variance (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 4, 2022

Item Description: Richard A. Neidlinger requests a variance from the required rear building setback, to allow for the replacement of a dwelling. Located on Highway 119 South, zoned AR-1. Map# 367 Parcel# 54

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance from the required rear building setback, to allow for the replacement of a dwelling, with conditions.

Executive Summary/Background
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  
  That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
  
  That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- The applicant wishes to replace a mobile home, utilizing the existing dwelling site. The previous structure was non-conforming.
- The AR-1 zoned property has extensive wetlands. Due to variable elevation/slope of the land, and the existing drainfield location, an alternate site with suitable soil is not available.
- AR-1 front and rear setback requirements are 50’.
- The proposed mobile home will be 15’ from the rear property boundary
- At the September 19, 2022 Planning Board meeting, Brad Smith made a motion to approve the request for a variance from the required rear building setbacks, with the following conditions:
  1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
  2. The lot shall meet all other requirements of the AR-1 zoning district.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives
1. Approve the request for a variance from the required rear building setback, to allow for the replacement of a dwelling, with the following conditions:
   1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
   2. The lot shall meet all other requirements of the AR-1 zoning district.

2. Deny the request for a variance to reduce required building setbacks.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

            2. Ownership certificate/authorization 4. Aerial photograph
ATTACHMENT A - VARIANCE APPLICATION

Application Date: 8/9/2022

Applicant/Agent: Richard A. Neidlinger

Applicant Email Address: Sdln68@yahoo.com

Phone #: 912-657-1640

Applicant Mailing Address: 839 Hwy 119 South

City: Springfield State: GA Zip Code: 31329

Property Owner, if different from above: Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): 

Phone #: 

Owner’s Mailing Address: 

City: State: Zip Code: 

Property Location: Hwy 119 South

Name of Development/Subdivision: 

Present Zoning of Property AR-1 Tax Map-Parcel #: 367-54 Total Acres 17.71

VARIANCE REQUESTED (provide relevant section of code): Reduction of rear setback

Describe why variance is needed: The site had a mobile home previously on it. Due to wetlands coverage and slope, and existing drain field, the site location is limited despite acreage.

How does request meet criteria of Section 7.1.8 (see Attachment C): 

Applicant Signature: Richard A. Neidlinger Date 8-9-22
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

\[7/7/2021\], on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2704, page 800.

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: Richard A. Neidlinge
Print Name: Richard A. Neidlinge

Owner's signature: 
Print Name: 

Owner's signature: 
Print Name: 

Sworn and subscribed before me this [9th] day of [August], 2020.

\[Signature\]
Notary Public, State of Georgia

Rev 05052021
QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 15th day of July, 2021 between KAREN H. NEIDLINGER of the FIRST PART, and RICHARD A. NEIDLINGER of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby bargain, sell, and by these presents remise, release, and forever QUITCLAIM to the SECOND PARTY, his heirs, executors, administrators and assigns, all the right, title, interest, claim, options and demands, which the said FIRST PARTY has or may have in and to the following real estate, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing Sixteen and Eight tenths (16.8) acres, more or less, and being bounded as follows: on the Northeast by lands now or formerly of the estate of J. R. Tebeau; on the Southeast by lands of Harris and Mary Hinley and by lands of Deal; on the Southwest by lands now or formerly of Wayne and Carol Shearouse; on the West by lands now or formerly of Wayne Shearouse and lands of Warren Rahn; and on the Northwest by Georgia Highway #119, all as is more fully shown and delineated upon a plat of survey dated April 29, 1972, prepared by Paul Weitman, County Surveyor and recorded in the Surveyor’s Records of Effingham County, Georgia, in Book “J”, Page 143, which plat by reference is made a part of this description.

ALSO, ALL that certain lot or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing Ninety-one Hundredth (.91) of an acre, more or less, and being known and designated as Parcel “A”, as shown on the plat thereof hereinafter referred to. Said parcel of land being triangular in shape and being bounded on the Northeast by lands of Virginia B. Hinley, a distance of 222.38 feet; on the Southeast by lands of Virginia B. Hinley, a distance of 96.29 feet; and on the West by lands of Elizabeth R. Shearouse, a distance of 186.63 feet and by lands of Karen H. Neidlinger, a distance of 226.35 feet.

Express reference is hereby made to the plat of said lands made by Charles E. Stone, R.L.S. #7747, dated June 11, 2004 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet “C”, Slide 49A2, for better determining the metes and bounds of said lands herein conveyed.

This being the same property conveyed by Deed from Karen H. Neidlinger to Karen H. Neidlinger and Richard A. Neidlinger by Deed dated April 20, 2005 and recorded in said Clerk’s Office in Deed Book 1265, Page 141.

SUBJECT, to restrictive covenants and easements of record.

SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.

TO HAVE AND TO HOLD the said described real estate to the said SECOND PARTY so that neither the FIRST PARTY nor 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 to 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.

KAREN H. NEIDLINGER

[Seal]

Signed, sealed and delivered

In the presence of:

Notary Public

https://search.gsccca.org/Imaging/HTML5viewer.aspx?id=78099528&key1=2704&key2=803&county=51&typename=EFFINGHAM&userid=725673&appid=4
Item XIII. 5.
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 4, 2022
Item Description: Richard A. Neidlinger requests a variance from the required rear building setback, to allow for the replacement of a dwelling. Located on Highway 119 South, zoned AR-1. Map# 367 Parcel# 54

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance from the required rear building setback, to allow for the replacement of a dwelling, with conditions.

Executive Summary/Background
 Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

 The applicant wishes to replace a mobile home, utilizing the existing dwelling site. The previous structure was non-conforming.

 The AR-1 zoned property has extensive wetlands. Due to variable elevation/slope of the land, and the existing drainfield location, an alternate site with suitable soil is not available.

 AR-1 front and rear setback requirements are 50’.

 The proposed mobile home will be 15’ from the rear property boundary

 At the September 19, 2022 Planning Board meeting, Brad Smith made a motion to approve the request for a variance from the required rear building setbacks, with the following conditions:

1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.

2. The lot shall meet all other requirements of the AR-1 zoning district.

 The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives
1. Approve the request for a variance from the required rear building setback, to allow for the replacement of a dwelling, with the following conditions:

1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.

2. The lot shall meet all other requirements of the AR-1 zoning district.

2. Deny the request for a variance to reduce required building setbacks.

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. 367-54
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 367-54

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, RICHARD A. NEIDLINGER has filed an application for a variance, to reduce the required building setbacks, to allow for the replacement of a dwelling; map and parcel number 367-54, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on October 4, 2022 and notice of said hearing having been published in the Effingham County Herald on September 14, 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 August 31, 2022; and

IT IS HEREBY ORDAINED THAT a variance to reduce the required building setbacks, to allow for the replacement of a dwelling; map and parcel number 367-54, located in the 4th commissioner district is approved, with the following conditions:

1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
2. The lot shall meet all other requirements of the AR-1 zoning district.

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
Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 6.13 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 proposes to split a 6.13-acre lot into 4.13-acre and 2-acre parcels and, therefore, must rezone it to AR-2.
- The property is located within Sage Pointe subdivision, which is AR-1. Pursuant to sec. 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,
    - Sage Pointe Subdivision has a mixture of lot sizes. The lots fronting on Lowground Road are between 2-3 acres. The lots along Sage Pointe Drive are all larger 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.
    - Yes. AR-1 allows for a second dwelling for an immediate family member, but financing is not obtainable without land being attached to the mortgage.
  - 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 is permitted in for a family member in the current AR-1 zoning. AR-2 zoning allows for use consistent with the current AR-1 residential use within Sage Pointe.
  - Whether the proposed resubdivision is compatible with the purposes of the Effingham County subdivision regulations.
    - No new services are required.
  - At the September 19, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 6.13 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. Subdivision plat must be approved, and be recorded, before the rezoning can take effect.
    3. The parcels may not be further subdivided.
    - The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. **Approve** the request to rezone 6.13 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. Subdivision plat must be approved, and be recorded, before the rezoning can take effect.
   3. The parcels may not be further subdivided.

2. **Deny** the request to rezone 6.13 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: 4/8/22

Applicant/Agent: Emily Williams

Applicant Email Address: eswil213@gmail.com

Phone #: 912 678 4050

Applicant Mailing Address: 205 Sage Point Dr.

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: Suzanne Selph

Owner’s Email Address (if known): sselph50@aol.com

Phone #: 912 678 4872

Owner’s Mailing Address: Same

City: Same State: Same Zip Code: Same

Property Location: 205 Sage Point Dr. (Sage Pointe Subdivision)

Proposed Road Access: Sage Point Dr.

Present Zoning of Property: AR1 Proposed Zoning: 1 acre to AR2

Tax Map-Parcel # 393B-6 Total Acres: 6.13 Acres to be Rezoned: 6.13

Lot Characteristics: Residence

WATER

☑️ Private Well

☐ Public Water System

SEWER

☐ Private Septic System

☐ Public Sewer System

If public, name of supplier: 

Justification for Rezoning Amendment: to split the land

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.
   wooded area

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.
   build a home

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

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 8/18/2022
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

15 Feb 22, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2764, page 170.

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 8th day of August, 2022.

Notary Public, State of Georgia

KATHLEEN ERIN DUNNIGAN
NOTARY PUBLIC
EFFINGHAM COUNTY
AUTHORIZATION OF PROPERTY OWNER

I, Suzanne Selph, 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: Emily Williams
Applicant/Agent Address: 205 Sage Point Dr.
City: Guyton State: GA Zip Code: 31312
Phone: 912-678-4050 Email: esw1213@gmail.com

Owner’s signature: Suzanne Selph
Print Name: Suzanne Selph

Personally appeared before me Suzanne Selph (Owner print)

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

Sworn and subscribed before me this day of August, 2020.

Kathleen Erin Dunnigan
Notary Public, State of Georgia
WARRANTY DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 15th day of February, 2022, between CHRISTIE K. TWINING and KRISTOPHER A. TWINING of the FIRST PART, and SUZANNE SELPH of the SECOND PART,

WITNESSETH: FIRST PART, 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 grant, bargain, sell and convey unto SECOND PARTY, her heirs and assigns, the following described property, 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 Six and Thirteen Hundredths (6.13) acres, more or less, being known and designated as Lot Six (6), Sagepointe Subdivision, being bounded, now or formerly, as follows: on the Northwest by Sagepointe Road; on the Southeast by Lot 5, Sagepointe Subdivision; on the Southwest by Lot 8, Effingham County Estates, and on the Northeast by Lot 7, Sagepointe Subdivision. Said property also described by that certain plat of survey made by Paul D. Wilder, R.L.S. #1559, dated April 2, 1997, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "A", Slide 384-D.

For a further description of the property reference is made to the aforementioned plat and the record thereof.

SUBJECT, to the 15-foot wide drainage easement shown on said plat running across the Northeasternly boundary line of said property. Said drainage easement being 30-foot wide and the center of said easement being the Northeasternly boundary line of said property.

FURTHER SUBJECT to the 50-foot wide building setback line shown on said plat running across the Northeasternly boundary line of said property.

ALSO, included in this conveyance is that 2007 ScotBilt Sandpiper mobile home bearing Serial Number SBHGA1120702464AB, which mobile home has been conveyed and for which a certificate of permanent location dated January 25, 2008 recorded in said Clerk's Office in Deed Book 1719, Page 181 so as to permanently merge said title to the real property hereinafter described.

Said property is more commonly known as 205 Sagepointe Drive, Guyton, GA 31312, Map/Parcel number 03938006.

This being the same property conveyed by Christie Kindile Howard and Robert L. Kindile, II to Robert L. Kindile, II and Vickie M. Kindile dated September 22, 2017 and recorded in said Clerk's Office in Deed Book 2425, Page 422.

SUBJECT, to restrictive covenants and easements of record.

This being the same property conveyed by Survivorship Deed from Robert L. Kindile, II and Vickie M. Kindile to Christie K. Twing and Kristopher A. Twing dated March 6, 2020 and recorded in said Clerk's Office in Deed Book 2577, Page 859.

SUBJECT, to right-of-way easements to Effingham County recorded in Deed Book 440, Page 217 and Deed Book 287, Page 419.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereunto belonging or in any wise appertaining unto SECOND PARTY, her heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomever.

IN WITNESS WHEREOF, FIRST PARTIES have hereunto set their hands and affixed their seals and delivered these presents, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Seal]
CHRISTIE K. TWINING

[Seal]
KRISTOPHER A. TWINING


https://search.gsccca.org/imaging/HTML5Viewer.aspx?id=80701426&key1=2764&key2=170&county=51&countyname=EFFINGHAM&userid=725673&appid=1
September 16, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
   Emily Williams
   205 Sage Point Drive, Guyton GA 31312
   Pin: 393B-6
   Total Acres: 6.13 Acres to be rezoned: 6.13

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 Emily Williams as Agent Suzanne Selph – (Map # 393B Parcel# 6) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ☒ DISAPPROVAL ☐

Of the rezoning request by applicant Emily Williams as Agent Suzanne Selph – (Map # 393B Parcel# 6) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

Yes No ☐ 8. Do other conditions affect the property so as to support a decision against the proposal?
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 **Emily Williams as Agent Suzanne Selph** – (Map # 393B Parcel# 6) from **AR-1** to **AR-2** zoning.

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

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

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

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

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

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

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

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

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ☑ DISAPPROVAL

Of the rezoning request by applicant Emily Williams as Agent Suzanne Selph – (Map # 393B Parcel# 6) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

Yes ☐ 7. Are nearby residents opposed to the proposed zoning change?

Yes ☐ 8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – September 19, 2022

9/19/22
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.

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 Emily Williams as Agent Suzanne Selph—(Map # 393B Parcel# 6) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

Yes  No  8. Do other conditions affect the property so as to support a decision against the proposal?
Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 6.13 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 proposes to split a 6.13-acre lot into 4.13-acre and 2-acre parcels and, therefore, must rezone it to AR-2.
- The property is located within Sage Pointe subdivision, which is AR-1. Pursuant to sec. 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,
    - Sage Pointe Subdivision has a mixture of lot sizes. The lots fronting on Lowground Road are between 2-3 acres. The lots along Sage Pointe Drive are all larger 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.
    - Yes. AR-1 allows for a second dwelling for an immediate family member, but financing is not obtainable without land being attached to the mortgage.
  - 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 is permitted in for a family member in the current AR-1 zoning. AR-2 zoning allows for use consistent with the current AR-1 residential use within Sage Pointe.
  - Whether the proposed resubdivision is compatible with the purposes of the Effingham County subdivision regulations.
    - No new services are required.
- At the September 19, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 6.13 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. Subdivision plat must be approved, and be recorded, before the rezoning can take effect.
  3. The parcels may not be further subdivided.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. **Approve** the request to rezone 6.124 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. Subdivision plat must be approved, and be recorded, before the rezoning can take effect.
   3. The parcels may not be further subdivided.

2. **Deny** the request to rezone 6.13 acres from AR-1 to AR-2.
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 393B-6
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 393B-6

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS EMILY WILLIAMS AS AGENT FOR SUZANNE SELPH has filed an application to rezone six and thirty hundredth (6.3) +/- acres; from AR-1 to AR-2 to allow for the creation of a home site; map and parcel number 393B-6, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on October 4, 2022 and notice of said hearing having been published in the Effingham County Herald on September 14, 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 August 31, 2022; and

IT IS HEREBY ORDAINED THAT six and thirty hundredth (6.3) +/- acres; map and parcel number 393B-6, located in the 4th commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. Subdivision plat must be approved, and be 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: Rezoning (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 4, 2022

Item Description: John Morgan Bolt & Kelsi Shea Bolt as Agents for Kirby Scott Willis request to rezone 2.15 of 11.52 acres from AR-1 to AR-2, to allow for the separation of a home site. Located at 421 Highbluff Road. Map# 459 Parcel# 63

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2.15 of 11.52 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 applicants wish to separate 2.15 acres, which include a dwelling. As the separated 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 September 19, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to 2.15 of 11.52 acres from AR-1 to AR-2, to allow for the separation of a home site, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Subdivision plat must be approved, 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 2.15 of 11.52 acres from AR-1 to AR-2, to allow for the separation of a home site, with the following conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. Subdivision plat must be approved, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 2.15 of 11.52 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  4. Deed
              2. Ownership certificate/authorization  5. Aerial photograph
              3. Plat
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 8/10/22

Applicant/Agent: John Morgan Bolt + Kelsi Shea Bolt

Applicant Email Address: kelsisheabolt@gmail.com

Phone #: (912) 666-7741

Applicant Mailing Address: 417 Towne Park Dr. W Apt. 1429

City: Rincon State: GA Zip Code: 31326

Property Owner, if different from above: Kirby Scott Willis

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): 410db16cr@gmail.com

Phone #: (912) 754-1152 (912) 666-0883

Owner's Mailing Address: 421 Highbluff Rd.

City: Rincon State: GA Zip Code: 31326

Property Location: 421 Highbluff Rd.

Proposed Road Access:


Tax Map-Parcel #: 04590063 Total Acres: 11.52 Acres to be Rezoned: 2.15

Lot Characteristics: Located in "Zone X"

WATER

✓ Private Well

SEWER

✓ Private Septic System

Public Water System

Public Sewer System

If public, name of supplier:

Justification for Rezoning Amendment: future residential build

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

North South East 04590064 West

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

"cuba land"

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

"no"

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

"residential property / homestead"

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

"residential / homestead"

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?

"less that 5 acres, need rezoning to match surrounding properties (family properties)"

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

"no"

Applicant Signature: [Signature] Date: 8/11/2022
AUTHORIZATION OF PROPERTY OWNER

John Morgan Bolt and Kelsi Shea Bolt

I, Kirby Scott Willis, being duly sworn upon his/hers 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: Kirby Scott Willis, John Morgan Bolt, Kelsi Bolt

Applicant/Agent Address: 431 High Bluff Rd, 1617 Tourne Park Dr. W

City: Rincon, GA, Zip Code: 31326

Phone: (912) 754-1152, Email: 410bblbcl@gmail.com

Owner's signature: John Morgan Bolt, Kelsi Shea Bolt

Print Name: John Morgan Bolt, Kelsi Bolt

Personally appeared before me John Morgan Bolt and Kelsi Bolt (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 11th day of August, 2022.

Nancy C. Morgan
Notary Public, State of Georgia

Expiry: 5-3-2026

Rev 01132022
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:

7/21/1997, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 442, page 15.

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: [Signature]
Print Name: Kirby Scott Willis

Owner's signature: [Signature]
Print Name: [Signature]

Owner's signature: [Signature]
Print Name: [Signature]

Sworn and subscribed before me this 16th day of August, 2022.

Nancy C. Morgan, Notary Public, State of Georgia

Rev 01/13/2022
RETURN TO:
EDWARD REDDICK
ATTORNEY AT LAW
P.O. BOX 385
SPRINGFIELD, GA. 31334

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INSCRIBED, Made the 31st day of July, 1959, between DAVIE J. DAVIS of the FIRST PART, and KIRBY J. WILLS of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto SECOND PARTY, his heirs and assigns, the following described property, to wit:

All those two certain tracts or parcels of land situate, lying and being in the 9th S.H. District of Effingham County, Georgia, containing eight and Forty-four hundredths (8.44) acres, more or less, and being known and designated as Lot 1A and containing Nine and Two hundredths (9.02) acres, more or less, and being known and designated as Lot 2, said two parcels of land lying adjoining and contiguous and as a whole containing 17.46 acres, more or less, and being bounded on the northeast by Lot 1B; on the southeast by High Bluff Road known as County Road Number 346; on the southeast by Lot 3 and on the northwest by Ebenezer Creek.

Express reference hereby made to a plat of said lands made by Paul D. Wilder, R.L.S., 1959, dated June 2, 1959 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "A", Slide 386-U for better determining the metes and bounds of said lands herein conveyed.

SUBJECT to restrictive covenants and easements of record.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereof unto belonging or in any wise appertaining unto SECOND PARTY, his heirs and assigns, FOREVER IN INFIRMITY with full WARRANTY OR TITLE to said property against the claims of all persons whomsoever.

IN WITNESS WHEREOF, FIRST PARTY has hereunto set his hand and affixed his seal and delivered these presents, the day and year first above written.

[Seal]
DAVIE J. DAVIS

Signed, sealed and delivered in the presence of:

[Seal]
NOTARY PUBLIC

[Seal]
CLERK OF SUPERIOR COURT
Effingham County, Georgia
Real Estate Transfer Tax

Part $1
Date 7-25-97

https://search.gscceca.org/Imaging/HTML5Viewer.aspx?id=04688025&key1=442&key2=15&county=51&countynames=EFFINGHAM&userid=725673&appid=4
September 16, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
John Morgan Bolt
421 Highbluff Road, Rincon GA 31326
Pin: 459-63
Total Acres: 11.52 Acres to be rezoned: 2.15

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 AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

[Signature]

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
Item XIII. 9.
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>DISAPPROVAL</th>
</tr>
</thead>
</table>

Of the rezoning request by applicant **Joh Morgan Bolt & Kelsi Shea Bolt as Agent for Kirby Scott Willis** – (Map # 459 Parcel# 63) 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?
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 Joh Morgan Bolt & Kelsi Shea Bolt as Agent for Kirby Scott Willis – (Map # 459 Parcel# 63) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

[ ] APPROVAL [ ] DISAPPROVAL

Of the rezoning request by applicant Joh Morgan Bolt & Kelsi Shea Bolt as Agent for Kirby Scott Willis – (Map # 459 Parcel# 63) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ☒ DISAPPROVAL ______

Of the rezoning request by applicant Jiho Morgan Bolt & Kelsi Shea Bolt as Agent for Kirby Scott Willis – (Map # 459 Parcel# 63) 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 would 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 use that would 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 such as to support a decision against the proposal?

Planning Board Meeting – September 19, 2022

BLS, 9/19/22
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 Joh Morgan Bolt & Kelsi Shea Bolt as Agent for Kirby Scott Willis – (Map # 459 Parcel# 63) 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 ☐ 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

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

Yes ☐ No ☐ 8. Do other conditions affect the property so as to support a decision against the proposal?
Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 4, 2022
Item Description: John Morgan Bolt & Kelsi Shea Bolt as Agents for Kirby Scott Willis request to rezone 2.15 of 11.52 acres from AR-1 to AR-2, to allow for the separation of a home site. Located at 421 Highbluff Road. Map# 459 Parcel# 63

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2.15 of 11.52 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 applicants wish to separate 2.15 acres, which include a dwelling. As the separated 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 September 19, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to 2.15 of 11.52 acres from AR-1 to AR-2, to allow for the separation of a home site, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Subdivision plat must be approved, 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 2.15 of 11.52 acres from AR-1 to AR-2, to allow for the separation of a home site, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Subdivision plat must be approved, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 2.15 of 11.52 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. 459-63
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 459-63
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 JOHN MORGAN BOLT & KELSI SHEA BOLT AS AGENTS FOR KIRBY SCOTT WILLIS has filed an application to rezone two and fifteen hundredth (2.15) +/- acres; from AR-1 to AR-2 to allow for the separation of a home site; map and parcel number 459-63, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on October 4, 2022 and notice of said hearing having been published in the Effingham County Herald on September 14, 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 August 31, 2022; and

IT IS HEREBY ORDAINED THAT two and fifteen hundredth (2.15) +/- acres; map and parcel number 459-63, located in the 4th 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. Subdivision plat must be approved, 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: Sketch Plan (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 4, 2022

Item Description: Ashley Mosley as Agent for Victor Vanderlugt requests approval of a sketch plan for “Savannah Marine Terminal Bloomingdale Transloading Facility”. Located at 1054 Old River Road, zoned I-1. Map# 304 Parcel# 9

Summary Recommendation
Staff has reviewed the application, and recommends denial of a sketch plan for Savannah Marine Terminal Bloomingdale Transloading Facility on Old River Road.

Executive Summary/Background
- The request for approval of a sketch plan is a requirement of Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 – Sketch Plan. The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- The original sketch plan proposed a gravel loading and staging area; timber storage; an office with parking for employees; and ~86 pads for triple-stacked containers.
- The property will be served by private well and septic system. One driveway entrance to Old River Road is planned. A new rail spur will be constructed from the existing rail line north of the property.
- A variance to the buffer requirements was approved on May 18, 2021. The undisturbed vegetative buffer will be 75' along the southern property boundary, and 25' along the northern property boundary. The concept plan for the buffer variance request proposed storage of 15 shipping containers. The initial sketch plan showed 86 shipping container pads. The revision submitted on 9/13/2022 shows 15 container pads. There are no longer any plans for stacking.
- Shipping container storage is a heavy industrial use. However, the rezoning and variance applications did not refer to stacked container storage, and proposed 15 containers to be stored onsite. The initial sketch plan was a substantial change to the previously submitted concept plan.
- A revised sketch plan was submitted on 9/13/2022. The number of container sites has been reduced to 15, and stacking is no longer planned.
- At the September 19, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the sketch plan “Savannah Marine Terminal Bloomingdale Transloading Facility”, with the follow conditions:
  1. Stacking of shipping containers is prohibited.
  2. The reduced buffer approved on 5/18/2021 is associated only with the sketch plan submitted on 9/13/2022. All other future uses of this site shall be subject to additional review, and reconsideration of the buffer variance.
- The motion was seconded by Peter Higgins, and carried unanimously.

Alternatives
1. Approve the sketch plan for “Savannah Marine Terminal Bloomingdale Transloading Facility”, with the following conditions:
   1. Stacking of shipping containers is prohibited.
   2. The reduced buffer approved on 5/18/2021 is associated only with the sketch plan submitted on 9/13/2022. All other future uses of this site shall be subject to additional review, and reconsideration of the buffer variance.

2. Deny the sketch plan for “Savannah Marine Terminal Bloomingdale Transloading Facility”.

Recommended Alternative: 2 Other Alternatives: 1
Department Review: Development Services FUNDING: N/A
EFFINGHAM COUNTY
SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY
Date Received: ___________________ Project Number: _________________ Classification: ___________________
Date Reviewed: ___________________ Reviewed by: ___________________

Proposed Name of Subdivision: Savannah Marine Terminal Bloomingdale Transloading Fac.

Name of Applicant/Agent: Ashley D. Mosley, PE Phone: 912-341-9630

Company Name: SCE Engineering

Address: 313 E 65th St Savannah, GA 31405

Owner of Record: Victor Vanderlugt Phone: 912-234-5000

Address: 530 Magazine Ave., Savannah, GA 31415

Engineer: Ashley D. Mosley Phone: 912-341-9630

Address: 313 E 65th St Savannah, GA 31405

Surveyor: Warren E Poythress Phone: 857-3288

Address: 991 Hunters Road, Sylvania, GA 30467

Proposed water: Existing Proposed sewer: Existing

Total acreage of property: 10 AC Acreage to be divided: N/A Number of Lots Proposed: N/A

Current Zoning: I-1 Proposed Zoning: N/A Tax map - Block - Parcel No: 37-00-20-304-9

Are any variances requested? NONE If so, please describe:

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This ______ day of ______, 20___

__________________________
Notary

__________________________
Applicant

__________________________
Owner

Danielle Kinner
NOTARY PUBLIC
Chatham County, GEORGIA
My Commission Expires 12/16/2006

Page 1 of 3
EFFINGHAM COUNTY
SKETCH PLAN CHECKLIST

<table>
<thead>
<tr>
<th>Office Use</th>
<th>Applicant Use</th>
</tr>
</thead>
<tbody>
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</table>

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

### (a) Project Information:

| Y | 1. Proposed name of development. |
| Y | 2. Names, addresses and telephone numbers of owner and applicant |
| Y | 3. Name, address and telephone number of person or firm who prepared the plans. |
| Y | 4. Graphic scale (approximately 1" = 100'). and north arrow. **SCALE** |
| Y | 5. Location map (approximately 1" = 1000'). |
| Y | 6. Date of preparation and revision dates. |
| NA | 7. Acreage to be subdivided. |

### (b) Existing Conditions:

| Y | 1. Location of all property lines. |
| Y | 2. Existing easements, covenants, reservations, and right-of-ways. |
| Y | 4. Sidewalks, streets, alleys, driveways, parking areas, etc. |
| Y | 5. Existing utilities including water, sewer, electric, wells and septic tanks. |
| Y | 6. Natural or man-made watercourses and bodies of water and wetlands. |
| Y | 7. Limits of floodplain. |
| Y | 8. Existing topography. |
| NA | 10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment). |

### (c) Proposed Features:

<p>| Y | 1. Layout of all proposed lots. |
| Y | 2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc. (to include proposed street/road names). |
| Y | 3. Proposed zoning and land use. |
| Y | 4. Existing buildings and structures to remain or be removed. |
| Y | 5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed. |
| Y | 6. Proposed retention/detention facilities and storm-water master plan. |</p>
<table>
<thead>
<tr>
<th>NA</th>
<th>7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>8. Water distribution infrastructure master plan.</td>
</tr>
</tbody>
</table>

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This ______ day of _______ 20____.

[Signature]

Notary

Danielle Kinners
NOTARY PUBLIC
Chatham County, GEORGIA
My Commission Expires 12/16/202

[Signature]

Owner

Danielle Kinners
NOTARY PUBLIC
Chatham County, GEORGIA
My Commission Expires 12/16/2025

Page 3 of 3

Dear Ms. Mosley,

I am pleased to provide you with a review of the Sketch Plan submitted for Savannah Marine Terminal – Transloading Facility, which can be found below.

**Sketch Plan Review**

**Submittal Documents**

Sketch Plan ........................................ Aug. 2022

**Comments:**

1. For industrial zoned property, the street buffer shall equal the required zoning buffer necessary for the property across the street. In this case it would be 25-ft.

2. Please show the right of way for Old River Road on the sketch plan. Furthermore, show any driveway access points.

3. The Sketch Plan Checklist, submitted with the application, has all of the items checked as ‘Y’ for yes, however, upon review all those items are not included in the submitted sketch plan. Please review the checklist and add any missing items to the proposed sketch plan.

4. The original proposed use for the site, as described in the zoning variance application, was to be a grain and timber distribution. However, the underground grain hopper is no longer included and the timber storage was reduced by about ½. Is this still the same proposed land use, or have there been modifications.

5. Please include the location for the underground grain hopper on the plan. This item was included on the proposed concept plan.

6. Please include the location of the scale for containers/trucks on the plan. This item was included on the proposed concept plan.

7. Please provide a parking calculation for the proposed site.
   a. It shall be noted that the parking spaces for passenger vehicles was reduced by ½ since the previously submitted concept plan.
8. There shall be adequate access to the office building from the passenger vehicle parking area, especially the handicap parking space.

9. Please identify the loading spaces on the plans. Section 3.30.6 of the county ordinance provides the schedule for number of spaces per area of storage. Keep in mind the minimum space for truck loading shall be: 30-ft in length, 12-ft in width.
   a. Keep in mind that there needs to be enough space to maneuver the design vehicle through site to and from the applicable loading spaces.
   b. It shall be noted that there was a large area for truck parking and misc. storage on the concept plan that is not included in the proposed sketch plan.

10. Please identify the location of the proposed outlet for the site’s stormwater management system on the plans. The full analysis of the stormwater management system is not required at this stage in the process, but the major features/structures should be included. The plan for the routing of stormwater should be clear.

11. Is any type of solid waste disposal area going to be proposed? If so, include depict this on the plan. Keep in mind that the applicable truck used to access any dumpster needs to be able to maneuver through the site.

12. The roadside drainage shall not be impeded by the proposed driveway construction. Ensure that a culvert is included in the design.

13. It is understood that an extent of this site is being proposed with some form of gravel/aggregate material, however at a minimum, the county right of way needs to utilize proper paving.

14. Is there any plan in place for the water distribution/wastewater serving the site?

15. Please provide some form of delineation for the wetlands on site. It is annotated that there are wetlands, but there is no line defining those limits.

16. It shall be noted that the railroad owner will need to issue an approval of the proposed rail plans prior to final approval of final site development plans.

Sincerely,

Trevor Shoemaker
Project Manager
EOM
CHANGES
SUBMITTED ON
9/13/2022
Staff Report
Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 4, 2022

Item Description: Dennis Morris requests to rezone 9.21 acres from AR-2 to I-1 to allow for combination with adjacent industrial-zoned parcels. Located on Old River Road Map# 305 Parcel# 4A

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 9.21 acres from AR-2 to I-1 to allow for combination with adjacent industrial-zoned parcels, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The concept plan depicts a 350,948 sf warehouse, with 150’ to 200’ buffers on the I-1 property.
- Warehousing is a heavy industrial use, and 300’ undisturbed vegetative buffers between industrial and residential zoned land are required.
- Old River Road is not a county truck route. However, the proposed development is close to the I-16 interchange. A Traffic Study will be necessary to assess the need for turn lanes.
- The development will be served by private well and septic system.
- The parcels for the proposed development are in flood zone AE. A LOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
- This parcel is intended as the site of the stormwater detention for the proposed warehouse development site. Those parcels were rezoned to I-1 on November 2, 2021.
- At the August 15, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request to rezone 9.21 acres from AR-2 to I-1, with the follow conditions:
  1. A Sketch Plan must be submitted for approval before site development plans are submitted.
  2. Site development plans must comply with the County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
  3. All wetland impacts must be approved and permitted by USACE, and the Jurisdictional Determination must be submitted during the site development plan review process.
  4. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
  5. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve the request to rezone 9.21 acres from AR-2 to I-1, with the following conditions:
   1. A Sketch Plan must be submitted for approval before site development plans are submitted.
   2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
   3. All wetland impacts must be approved and permitted by USACE, and the Jurisdictional Determination must be submitted during the site development plan review process.
   4. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
   5. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.

FUNDING: N/A

Recommended Alternative: 1  Other Alternatives: 2

Department Review: Development Services

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Dennis Morris
Applicant/Agent: __________________________________________

lakesidewatercom@aol.com
Applicant Email Address:____________________________________

Phone # 912-658-9455
__________________________________________________________

Applicant Mailing Address: 222 Creekwood Drive
City: _______________ State: GA Zip Code: 31302

Property Owner, if different from above: _________________________
__________________________________________________________

Owner’s Email Address (if known): _____________________________

Phone # __________________________________________________
__________________________________________________________

Owner’s Mailing Address: ___________________________________
City: ___________________ State: __________ Zip Code: ________

__________________________________________________________

Property Location: Old River Road
Proposed Road Access: Old River Road


Tax Map-Parcel # 03050004A00 Total Acres: 9.21 Acres to be Rezoned: 9.21

Lot Characteristics: Undeveloped, various vegetation.

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 I-1 South AR-2 East AR-2 West I-1/AR-2

Rev 05052021 205
1. Describe the current use of the property you wish to rezone.
   Undeveloped with various vegetation.

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.
   It is the owner's desire to construct a detention pond on the property.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   Residential houses and undeveloped woodlands.

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and
development of adjacent and nearby property?
   Adjacent property is zoned I-1.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or
   burdensome use of existing streets, transportation facilities, utilities, or schools?
   No

Applicant Signature: [Signature]
Date: 8/12/22

Rev 05052021  206
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 
7/25/2022, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2801 page 780-781.

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
QUITCLAIM DEED WITH
RIGHT OF SURVIVORSHIP

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 25th day of July, 2022 between CHATHAM WATER UTILITY, LLC of the FIRST PART, and DENNIS C. MORRIS AND KIMBERLE J. MORRIS of the SECOND PART;

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby bargain, sell, and by these presents remise, release, and forever QUITCLAIM to the SECOND PARTIES, as joint tenants with right of survivorship as defined and created by O.C.G.A. § 44-6-190, then to the heirs, executors and assigns of the survivor, 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 1559th G.M. District of Effingham County, Georgia, being known and designated as Tract #1, containing Nine and Two Hundred Seven Thousandths (9.207) acres, more or less, as shown on the plat thereof hereafter referred to. Said parcel of land being irregular in shape and being bounded on the North by lands now or formerly of Kimberle J. Morris; on the Northeast by Lot 10, by the 60-foot wide right-of-way of Lazy Lagoon Court; on the East-Northeast by Lots 11, 12, 13, 14 and 15, River Road Farms Subdivision; on the Southeast by Tract #2 being shown and designated as the "Well Site"; on the South-Southwest by Lots 16, 19, 20 and 21, said Subdivision, and on the Northwest by lands now or formerly of Kimberle J. Morris.

Express reference is hereby made to the plat of said lands made by William Mark Olsson, R.L.S. #3316, dated February 21, 2022 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 29, Page 361 for better determining the metes and bounds of said lands heretabobe conveyed.

This being a portion of the property conveyed by Limited Warranty Deed from Lakeside Water Company to Chatham Water Utility, LLC dated January 31, 2017 and recorded in said Clerk's Office in Deed Book 2588, Page 752.

SUBJECT, to restrictive covenants and easements of record.
SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.

TO HAVE AND TO HOLD the said described real estate to the said SECOND PARTIES as joint tenants with the right of survivorship as defined above, then to the heirs, executors and assigns of the survivor, forever in Fee Simple so that neither the FIRST PARTY nor its successors or assigns, nor any person claiming under them shall at any time, by any means, have claim or demand or right or title to the aforesaid real estate or appurtenances, or right thereof.

IN WITNESS WHEREOF, FIRST PARTY has caused this QUITCLAIM deed to be duly executed by its appropriate officers thereto duly authorized, its seal affixed and delivered these presents the day and year first above written.

CHATHAM WATER UTILITY, LLC

BY: __________________________ (SEAL)
MARK V. SMITH, MANAGER

Signed, sealed and delivered
In the presence of:

[Signature]

Official Witness - Notary Public
My commission expires: 07-22-2013
bp

[Notary Seal]
September 16, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
   Dennis Morris
   Old River Road, Guyton GA 31312
   Pin: 305-4A
   Total Acres: 9.21 Acres to be rezoned: 9.21

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-21 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,

[Signature]

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
Item XIII. 12.
Item XIII. 12.
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination.

the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____  DISAPPROVAL_____

Of the rezoning request by applicant Dennis Morris – (Map # 305 Parcel# 4A) from AR-2 to L-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.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ☑ DISAPPROVAL _____

Of the rezoning request by applicant Dennis Morris – (Map # 305 Parcel# 4A) from AR-2 to I-1 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – September 19, 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 Dennis Morris – (Map # 305 Parcel# 4A) from AR-2 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?
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 Dennis Morris – (Map # 305 Parcel# 4A) from AR-2 to I-1 zoning.

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

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

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

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

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

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

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

8. Do other conditions affect the property so as to support a decision against the proposal? Yes

Planning Board Meeting – September 19, 2022

BKS. 9/19/22
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.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL              DISAPPROVAL

Of the rezoning request by applicant Dennis Morris – (Map # 305 Parcel # 4A) from AR-2 to L-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 – September 19, 2022
Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 4, 2022

Item Description: Dennis Morris requests to rezone 9.21 acres from AR-2 to I-1 to allow for combination with adjacent industrial-zoned parcels. Located on Old River Road Map# 305 Parcel# 4A

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 9.21 acres from AR-2 to I-1 to allow for combination with adjacent industrial-zoned parcels, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The concept plan depicts a 350,948 sf warehouse, with 150’ to 200’ buffers on the I-1 property.
- Warehousing is a heavy industrial use, and 300’ undisturbed vegetative buffers between industrial and residential zoned land are required.
- Old River Road is not a county truck route. However, the proposed development is close to the I-16 interchange. A Traffic Study will be necessary to assess the need for turn lanes.
- The development will be served by private well and septic system.
- The parcels for the proposed development are in flood zone AE. A LOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
- This parcel is intended as the site of the stormwater detention for the proposed warehouse development site. Those parcels were rezoned to I-1 on November 2, 2021.
- At the August 15, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request to rezone 9.21 acres from AR-2 to I-1, with the following conditions:
  1. A Sketch Plan must be submitted for approval before site development plans are submitted.
  2. Site development plans must comply with the County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
  3. All wetland impacts must be approved and permitted by USACE, and the Jurisdictional Determination must be submitted during the site development plan review process.
  4. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
  5. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve the request to rezone 9.21 acres from AR-2 to I-1, with the following conditions:
   1. A Sketch Plan must be submitted for approval before site development plans are submitted.
   2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
   3. All wetland impacts must be approved and permitted by USACE, and the Jurisdictional Determination must be submitted during the site development plan review process.
   4. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
   5. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
2. Deny the request to rezone 9.21 acres from AR-2 to I-1.

Recommended Alternative: 1 Other Alternatives: 2
Department Review: Development Services FUNDING: N/A
Attachments: 1. Zoning Map Amendment
BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS DENNIS MORRIS has filed an application to rezone nine and twenty-one hundredth (9.21) +/- acres; from AR-2 to I-1 to allow for combination with adjacent industrial-zoned parcels; map and parcel number 305-4A, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on October 4, 2022 and notice of said hearing having been published in the Effingham County Herald on September 14, 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 August 31, 2022; and

IT IS HEREBY ORDAINED THAT nine and twenty-one hundredth (9.21) +/- acres; map and parcel number 305-4A, located in the 1st commissioner district is rezoned from AR-2 to I-1, with the following conditions:

1. A Sketch Plan must be submitted for approval before site development plans are submitted.
2. Site development plans must comply with the County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
3. All wetland impacts must be approved and permitted by USACE, and the Jurisdictional Determination must be submitted during the site development plan review process.
4. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
5. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
  WESLEY CORBITT, CHAIRMAN

ATTEST:                    FIRST/SECOND READING: ________________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Variance (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 4, 2022

Item Description: Dennis Morris requests a variance from section 3.4 Buffers, to reduce the required buffer between industrial and various zoned parcels. Located on Old River Road, zoned I-1 & AR-2, proposed zoning I-1. Map# 305 Parcel# 4A

Summary Recommendation
Staff has reviewed the application, and recommends denial of the request for a variance from section 3.4 Buffers, to reduce the required buffer between industrial and various zoned parcels.

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.
- Warehouse Distribution Centers are a heavy industrial use. The proposed development in the attached rezoning exhibit (dated 8/10/2022) is surrounded to the north, south, and west by residential lots in the AR-2 zoning district. To the east are parcels in the B-2 and I-1 zoning district.
- The scale of the proposed warehouse development (350,948 sf) does not trigger regional review.
- The required vegetative buffer between heavy industrial and AR zoning districts is 300’. The proposed buffer reduction is from 300’ to 200’ along the western boundary of the development site, and 150’ along the north and south boundaries of the development site. Included in the southern boundary of the development site is the stormwater pond.
- The other parcels in the proposed development site were rezoned to I-1 in November 2021.
- The buffer requirements for heavy industrial development were discussed at those public hearings.
- A buffer variance would be best decided as part of the sketch plan review process, to ensure that any buffer reduction was approved for a specific planned use. I-1 industrial permits a wide variety of uses.
- At the September 19, 2022 Planning Board meeting, Ryan Thompson made a motion to deny the request for a variance from section 3.4 Buffers.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. **Approve** the request for a variance from section 3.4 Buffers.
   1. The reduced buffer is approved only for the warehouse development in the aforementioned rezoning exhibit (dated 8/10/2022). All other future uses of this site shall be subject to additional review, and reconsideration of the buffer variance.

2. **Deny** the request for a variance from section 3.4 Buffers.

Recommended Alternative: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Variance application
2. Ownership certificate/authorization
3. Site Plan
4. Aerial photograph
5. Deed
ATTACHMENT A - VARIANCE APPLICATION

Applicant/Agent: ____________________________
Applicant Email Address: ____________________________
lakesidewatercom@aol.com

Phone #: ____________________________
912-658-9455

Applicant Mailing Address: ____________________________
222 Creekwood Drive
Bloomingdale, GA 31302

City: ____________________________ State: GA Zip Code: 31302

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: GA Zip Code: ____________________________

Property Location: ____________________________
Old River Road
03050004, 03050004B, 03050003, 0305A046, 0305A047, 03050004A00

I-1 & AR-2 Tax Map-Parcel #__________________________ Total Acres 38.38 (I-1), 9.21 (AR-2)

VARIANCE REQUESTED (provide relevant section of code): ____________________________
5.12 I-1 Industrial Districts - Buffers

Describe why variance is needed: ____________________________ Buffer Variance for AR-2 next to I-1. Requesting Buffer from 300’ to 200’(rear) & 150’(side) for future construction of a warehouse and detention ponds as shown on Rezoning Exhibit.

How does request meet criteria of Section 7.1.8 (see Attachment C): ____________________________
The width of property does not allow for a warehouse development with 300’ buffers on all sides.

Applicant Signature: ____________________________ Date 8/15/2022
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 1-24-2002, 4-25-2005, 8-29-2006, 10-5-2012, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book ____________ page ____________.

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

Owner’s signature ____________________

Print Name __________________________

Owner’s signature ____________________

Print Name __________________________

Owner’s signature ____________________

Print Name __________________________

Sworn and subscribed before me this _____ day of ________, 20_____.

______________________________
Chelsie Fernald
Notary Public, State of Georgia
RETURN TO:
REDDICK & EXLEY
ATTORNEYS AT LAW
PO BOX 385
SPRINGFIELD, GA 31329

QUITCLAIM DEED WITH
RIGHT OF SURVIVORSHIP

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 25th day of July, 2022 between CHATHAM WATER
UTILITY, LLC of the FIRST PART, and DENNIS C. MORRIS AND KIMBERLE J. MORRIS of the
SECOND PART;

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and
no/100 ($10.00) Dollars and other valuable considerations, receipt whereof is hereby
acknowledged, does hereby bargain, sell, and by these presents remise, release, and forever
QUITCLAIM to the SECOND PARTIES, as joint tenants with right of survivorship as defined
and created by O.C.G.A. § 44-6-190, then to the heirs, executors and assigns of the survivor,
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 1559th G.M.
District of Effingham County, Georgia, being known and designated as Tract #1,
containing Nine and Two Hundred Seven Thousandths (9.207) 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 North by lands now or formerly of Kimberle J. Morris;
on the Northeast by Lot 10, by the 60-foot wide right-of-way of Lazy Lagoon Court; on
the East-Northeast by Lots 11, 12, 13, 14 and 16, River Road Farms Subdivision; on
the Northeast by Tract #2 being shown and designated as the "Well Site"; on the South-
Southwest by Lots 18, 19, 20 and 21, said Subdivision, and on the Northwest by lands
now or formerly of Kimberle J. Morris.

Express reference is hereby made to the plat of said lands made by William Mark
Glisson, R.L.S. #3316, dated February 21, 2022 and recorded in the Office of the Clerk
of the Superior Court of Effingham County, Georgia, in Plat Book 29, Page 351 for
better determining the metes and bounds of said lands hereinabove conveyed.

This being a portion of the property conveyed by Limited Warranty Deed from Lakeside
Water Company to Chatham Water Utility, LLC dated January 31, 2017 and recorded
in said Clerk's Office in Deed Book 2388, Page 732.

SUBJECT, to restrictive covenants and easements of record.
SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.

TO HAVE AND TO HOLD the said described real estate to the said SECOND PARTIES as joint tenants with the right of survivorship as defined above, then to the heirs, executors and assigns of the survivor, forever in Fee Simple so that neither the FIRST PARTY nor its successors or assigns, nor any person claiming under them shall at any time, by any means, have claim or demand or right or title to the aforesaid real estate or appurtenances, or right thereof.

IN WITNESS WHEREOF, FIRST PARTY has caused this QUITCLAIM deed to be duly executed by its appropriate officers thereto duly authorized, its seal affixed and delivered these presents the day and year first above written.

CHAMPAIGN WATER UTILITY, LLC

BY: MARK V. SMITH, MANAGER

(SEAL)

Signed, sealed and delivered
In the presence of:

ELIZABETH SEIDMORE EGGENHAUG
Notary Public, Georgia
Effingham County
My commission expires: 07-20-2023
Item XIII. 14.
Subject: 2nd Reading Zoning Map Amendment  
Author: Teresa Concannon, AICP, Planning & Zoning Manager  
Department: Development Services  
Meeting Date: October 4, 2022  
Item Description: Dennis Morris requests a variance from section 3.4 Buffers, to reduce the required buffer between industrial and various zoned parcels. Located on Old River Road, zoned I-1 & AR-2, proposed zoning I-1. Map# 305 Parcel# 4A

Summary Recommendation  
Staff has reviewed the application, and recommends denial of the request for a variance from section 3.4 Buffers, to reduce the required buffer between industrial and various zoned parcels.

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.
- Warehouse Distribution Centers are a heavy industrial use. The proposed development in the attached rezoning exhibit (dated 8/10/2022) is surrounded to the north, south, and west by residential lots in the AR-2 zoning district. To the east are parcels in the B-2 and I-1 zoning district.
- The scale of the proposed warehouse development (350,948 sf) does not trigger regional review.
- The required vegetative buffer between heavy industrial and AR zoning districts is 300’. The proposed buffer reduction is from 300’ to 200’ along the western boundary of the development site, and 150’ along the north and south boundaries of the development site. Included in the southern boundary of the development site is the stormwater pond.
- The other parcels in the proposed development site were rezoned to I-1 in November 2021.
- The buffer requirements for heavy industrial development were discussed at those public hearings.
- A buffer variance would be best decided as part of the sketch plan review process, to ensure that any buffer reduction was approved for a specific planned use. I-1 industrial permits a wide variety of uses.
- At the September 19, 2022 Planning Board meeting, Ryan Thompson made a motion to deny the request for a variance from section 3.4 Buffers.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives  
1. Approve the request for a variance from section 3.4 Buffers.  
   1. The reduced buffer is approved only for the warehouse development in the aforementioned rezoning exhibit (dated 8/10/2022). All other future uses of this site shall be subject to additional review, and reconsideration of the buffer variance.

2. Deny the request for a variance from section 3.4 Buffers.

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. 305-3, 4, 4A, 4B & 305A-46, 47
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 305-3, 4, 4A, 4B & 305A-46, 47

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, DENNIS MORRIS has filed an application for a variance, to reduce the required buffer between industrial and non-industrial zoned parcels, to allow for industrial development; map and parcel number 305-3,4,4A,4B & 305A-46,47, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on October 4, 2022 and notice of said hearing having been published in the Effingham County Herald on September 14, 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 August 31, 2022; and

IT IS HEREBY ORDAINED THAT a variance to reduce the required buffer between industrial and non-industrial zoned parcels, to allow for industrial development; map and parcel number 305-3,4,4A,4B & 305A-46,47, located in the 1st commissioner district is approved, with the following conditions:

1. The reduced buffer is approved only for the warehouse development in the aforementioned rezoning exhibit (dated 8/10/2022). All other future uses of this site shall be subject to additional review, and reconsideration of the buffer variance.

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

This _____ day of __________________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: __________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 4, 2022

Item Description: Fred Evans requests to rezone 8 of 35.86 acres from AR-1 to I-1 to allow for a GDOT approved borrow source for a GDOT project. Located on Turkey Trail Map# 452A Parcel# 10

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 8 of 35.86 acres from AR-1 to I-1 to allow for a GDOT approved borrow source for a GDOT project.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Pursuant to Sec. 3.17.3.3, excavation activity that involves movement of soil off-site must be located within the I-1 zoning district.
- The proposed GDOT approved borrow source site has frontage on the Effingham Parkway construction site. The applicant indicates that all dirt will be transported directly to the construction site. External roads are not expected to be used for more than 25% of the dirt from this borrow source.
- At the September 19, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 8 of 35.86 acres from AR-1 to I-1, with the following conditions:
  1. The rezoning allows a GDOT approved borrow source for a GDOT project. No other I-1 uses are allowed.
  2. The dirt shall be transported directly to the Effingham Parkway construction site.
  3. The site shall meet the requirements of Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands.
  4. The site shall meet the requirements of Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements, if there is an entrance on a county-maintained road.
  5. The business operator shall meet the requirements of Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes, if county-maintained roads are used to transport dirt.
  6. The applicant shall notify the Development Services Department at the time of final reclamation of the GDOT approved borrow source, and shall rezone the property to AR-1.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives
1. Approve the request to rezone 8 of 35.86 acres from AR-1 to I-1, with conditions:
   1. This rezoning allows a GDOT approved borrow source for a GDOT project. No other I-1 uses are allowed.
   2. The dirt shall be transported directly to the Effingham Parkway construction site.
   3. The site shall meet the requirements of Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands.
   4. The site shall meet the requirements of Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements, if there is an entrance on a county-maintained road.
   5. The business operator shall meet the requirements of Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes, if county-maintained roads are used to transport dirt.
   6. The applicant shall notify the Development Services Department at the time of final reclamation of the GDOT approved borrow source, and shall rezone the property to AR-1.
2. Deny the request to rezone 8 of 35.86 acres from AR-1 to I-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: 

Applicant/Agent: **Fred Engels**

Applicant Email Address: fevaws7294@ymail.com

Phone #: 912 713 4967

Applicant Mailing Address: 1310 Avista Circle

City: Pooler State: GA Zip Code: 31322

Property Owner, if different from above: Same As 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: **0 Turkey Trail (Coldbrook Subdivision)**

Proposed Road Access: **Keller Rd**

Present Zoning of Property: **Residential** Proposed Zoning: **Industrial/Commercial**

Tax Map-Parcel #: 462A-10 Total Acres: 38.35 80 Acres to be Rezoned: 8

Lot Characteristics: **Woodland**

WATER

☑️ Private Well

☑️ Public Water System

If public, name of supplier: **N/A**

SEWER

☑️ Private Septic System

☑️ Public Sewer System

GDOT approved borrow source for a GDOT project

Justification for Rezoning Amendment: **Mining operation requires I-1 zoning.**

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

North AR-1 South CHATHAM East AR-1 West AR-1

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

Woodlot

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. GDOT approved borrow source for a GDOT

**For use in Effingham Parkway**

Construction by Balfour Beatty

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

Woodlot / Residential / Swamp - Wetlands

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?

NC change

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, trucks moving dirt plan to use the roadway that is under construction

Applicant Signature: [Signature]

Date: 26 July 2022

Rev 01132022
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

\[ \text{Sept 20, 1989} \]

on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 272 page 446.

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

\[ Fred Evans \]

Print Name

\[ Fred Evans \]

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 20th day of July, 2022.

Chelsie Fernand

Notary Public, State of Georgia

Rev 01132022
IN THE SUPERIOR COURT OF EFFINGHAM COUNTY
STATE OF GEORGIA

THE BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

Petitioner,

v.

0.760 ACRES OF LAND; CERTAIN ACCESS
RIGHTS; FRED E. EVANS; and THU L. EVANS

Respondent.

CIVIL ACTION NO. 3040678P

ORDER AND JUDGMENT

The petition in the above-stated case with declaration of taking attached, and the certificate
of the Clerk showing the filing of such petition and declaration and deposit into court of the sum
of money estimated as just compensation for the property taken, as authorized by O.C.G.A. § 32-3-1 et seq.,

IT IS CONSIDERED, ORDERED, and ADJUDGED:

(1) That the property described in the petition of the Petitioner and in the declaration
of taking filed concurrently therewith, being shown to be within the bounds of the required right-of-way of Effingham County, is hereby condemned in fee-simple to the use by the Board of Commissioners of Effingham County, together with such rights as described in such petition and declaration, under authority of said Code section; and

The Board of Commissioners of Effingham County and its successors are hereby vested
with full, complete and unencumbered title to such property and/or rights for the purpose described
in said petition and declaration; but nothing contained herein is to be construed as depriving the
named Respondent, or any person, firm, association or company having an interest in, title to, or
claim against said property of the right to appeal the estimated amount of just compensation to a
jury in this court, or of the right to apply for the appointment of a special master to review and
determine the correctness of the amount of estimated compensation, as so deposited, or the right
to petition the court to vacate and set aside said declaration and this judgment, but this shall be
construed only as vesting title and right of possession in petitioner/condemnor, as contemplated
by the aforesaid Code section;

(2) The Board of Commissioners of Effingham County having applied to me for
immediate possession of said property, and it being provided in O.C.G.A. § 32-13-12 that "[t]he
court shall have power to fix the time, the same to be not later than 60 days from the date of filing
of the declaration of taking, as provided in O.C.G.A. § 32-3-6, within which and the terms upon
which the parties in possession shall be required to surrender possession to the petitioner," let the
parties in possession of such property, as well as the named condemnees, be served with a copy of
said petition and declaration of taking, and this Order, and they are hereby directed to show cause
before me at _____ on the _____ day of _____, 2020, Effingham County Courthouse,
Springfield, Georgia, why possession of said property should not be surrendered to the Board of
Commissioners of Effingham County on a day certain, not later than 60 days from the date of said
filing of the declaration of taking.

(3) That a copy of this petition and of said declaration be served upon the tax-collecting
authorities of this County.

(4) It being the purpose of this Order, in this respect, to make certain so far as is possible
that all parties having title to, or interest in, or claims against the described property be given notice
of the pendency of this proceeding. It is further ordered that such additional service be made as
may be called for by the allegations of the petition, together with the provisions of O.C.G.A. § 32-
3-1 et seq. for such service; and, further that the Clerk of Superior Court shall cause a citation to
be issued and published in the official newspaper of said County, entitled in this cause, describing
the property condemned in this proceeding, reciting also the filing of the declaration of taking by
condemnor, setting forth the names of the parties known or believed to be the owners, or having
an interest in, or claims against said property and citing such parties, as well as all others claiming
any title to or interest in said property, or in said funds on deposit with the Clerk, which amount
shall be set out in such citation, to appear in this court and make known their claims; and let such
citation be published in such newspaper for two consecutive weeks, beginning with the week of 2020.

Let this order be filed as a part of the record in this case.

SO ORDERED, this 1st day of June, 2020.

Judge, Superior Court, Effingham County State of Georgia

PREPARED BY:

George L. Lewis
Georgia Bar No. 450377
Katherine E. Lewis
Georgia Bar No. 458305

LEWIS LAW
P.O. Box 61509
Savannah, Georgia 31420
(912) 629-0571
IN THE SUPERIOR COURT OF EFFINGHAM COUNTY  
STATE OF GEORGIA

THE BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA  
Petitioner,  

v.  

1.162 ACRES OF LAND; CERTAIN ACCESS  
RIGHTS; FRED E. EVANS; and THU L. EVANS  
Respondent.  

CIVIL ACTION NO.: SWANCUI80P  

ORDER AND JUDGMENT

The petition in the above-stated case with declaration of taking attached, and the certificate of the Clerk showing the filing of such petition and declaration and deposit into court of the sum of money estimated as just compensation for the property taken, as authorized by O.C.G.A. § 32-3-1 et seq.,

IT IS CONSIDERED, ORDERED, and ADJUDGED:

(1) That the property described in the petition of the Petitioner and in the declaration of taking filed concurrently therewith, being shown to be within the bounds of the required right-of-way of Effingham County, is hereby condemned in fee simple to the use of the Board of Commissioners of Effingham County, together with such rights as described in such petition and declaration, under authority of said Code section; and

The Board of Commissioners of Effingham County and its successors are hereby vested with full, complete and unencumbered title to such property and/or rights for the purpose described in said petition and declaration; but nothing contained herein is to be construed as depriving the named Respondent, or any person, firm, association or company having an interest in, title to, or claim against said property of the right to appeal the estimated amount of just compensation to a jury in this court, or of the right to apply for the appointment of a special master to review and determine the correctness of the amount of estimated compensation, as so deposited, or the right
to petition the court to vacate and set aside said declaration and this judgment, but this shall be construed only as vesting title and right of possession in petitioner/condemnor, as contemplated by the aforesaid Code section;

(2) The Board of Commissioners of Effingham County having applied to me for immediate possession of said property, and it being provided in O.C.G.A. § 32-13-12 that "[t]he court shall have power to fix the time, the same to be not later than 60 days from the date of filing of the declaration of taking, as provided in O.C.G.A. § 32-3-6, within which and the terms upon which the parties in possession shall be required to surrender possession to the petitioner," let the parties in possession of such property, as well as the named condemnees, be served with a copy of said petition and declaration of taking, and this Order, and they are hereby directed to show cause before me at _____ on the _____ day of ______, 2020, Effingham County Courthouse, Springfield, Georgia, why possession of said property should not be surrendered to the Board of Commissioners of Effingham County on a day certain, not later than 60 days from the date of said filing of the declaration of taking.

(3) That a copy of this petition and of said declaration be served upon the tax-collecting authorities of this County.

(4) It being the purpose of this Order, in this respect, to make certain so far as is possible that all parties having title to, or interest in, or claims against the described property be given notice of the pendency of this proceeding, it is further ordered that such additional service be made as may be called for by the allegations of the petition, together with the provisions of O.C.G.A. § 32-3-1 et seq. for such service; and, further that the Clerk of Superior Court shall cause a citation to be issued and published in the official newspaper of said County, entitled in this cause, describing the property condemned in this proceeding, reciting also the filing of the declaration of taking by condemnor, setting forth the names of the parties known or believed to be the owners, or having an interest in, or claims against said property and citing such parties, as well as all others claiming any title to or interest in said property, or in said funds on deposit with the Clerk, which amount shall be set out in such citation, to appear in this court and make known their claims; and let such
citation be published in such newspaper for two consecutive weeks, beginning with the week of

Let this order be filed as a part of the record in this case.

SO ORDERED, this 16th day of June, 2020.

Judge, Superior Court, Effingham County
State of Georgia

PREPARED BY:

George L. Lewis
Georgia Bar No. 450377
Katherine H. Lewis
Georgia Bar No. 458305

LEWIS LAW
P.O. Box 61509
Savannah, Georgia 31420
(912) 629-0671
WARRANTY DEED

THIS INDENTURE made and entered into this 3rd day of June, 1989, between DAVID S. CAPALLO, WILLIAM C. MEEHAN, and ROBERT A. WYNN, Grantors, and FRED E. EVANS and THU L. EVANS, of said State and County, Grantees;

WITNESSETH:

That the Grantors, 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 grant, bargain, sell and convey unto the Grantees, their heirs and assigns, the following described property, to wit:

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, known as Lot 9, said lot being particularly described with reference to a map or plat dated March 28, 1989, prepared by Lamar C. Reddick & Associates, Land Surveyors, for FRED EVANS and THU EVANS, and recorded in Plat Record Book 24, folio 138 in the office of the Clerk of Superior Court of Effingham County, Georgia, a copy of said map or plat being attached and marked as Exhibit "A". Said Lot 9 being described as follows:

Beginning at a marker located on the southeast corner of Lot 8 of the Coldbrook Plantation and proceeding thence South 34 degrees 27 minutes 09 seconds East a distance of 241.36 feet to a marker; thence South 38 degrees 04 minutes 50 seconds West a distance of 1,584.69 feet to a marker; thence South 38 degrees 06 minutes 17 seconds West a distance of 448.77 feet to a marker; thence North 52 degrees 25 minutes 29 seconds West a distance of 331.03 feet to a marker; thence North 42 degrees 07 minutes 57 seconds West a distance of 283.59 feet to a marker; thence North 21 degrees 30 minutes 50 seconds West a distance of 81.11 feet to a marker; thence North 00 degrees 53 minutes 42 seconds West a distance of 342.51 feet to a marker; thence
SUNTRUST BANK
RETURN TO:
Name: Debbie Eaton
Bank: SunTrust Consumer Lending Services
Address: P.O. Box 305053
Nashville, TN 37230-5053

RELEASE OF DEED TO SECURE DEBT

SUNTRUST BANK hereby declaring itself to be the true and lawful owner and holder of a promissory note made payable to SUNTRUST BANK which said note is secured by a Deed to Secure Debt, identified below and the obligation which it secures, has been paid and fully satisfied, and hereby consents to and directs that the Office of the Clerk of Superior Court is authorized and directed to cancel that deed of record as provided in SECTION 44-14-4 OF The Official Code of Georgia Annotated for other mortgage cancellations.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SunTrust Bank does hereby release said Deed to Secure Debt.

Grantor: FRED E EVANS AND THU L EVANS
Date of Deed to Secure Debt: DEC 7TH 1993
Original Principal Amount Secured by Deed to Secure Debt: $18,446.00
Place of Recording: EFFINGHAM County, GEORGIA
Date of Recording: DEC 16 1993
BOOK 347 PAGE 559
Grantee: TRUST CO BANK OF GA

IN WITNESS WHEREOF, SunTrust Bank has caused this release to be executed this 23RD day of DEC 2003.

WITNESSES:
Debbie Eaton
Angelina Munoz

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me this 23RD day of DEC, 2003 by JOVETTA M. WOODARD, as it’s VICE PRESIDENT of the above identified SunTrust Bank on behalf of and as the act and deed of SunTrust Bank and who is personally known to me and who did not take an oath.

Account Number: 315-00086070040002
SAVANNAH

Notary Public, State of Tennessee

My Commission Expires NOV. 24, 2007
North 16 degrees 19 minutes 26 seconds West a distance of 82.47 feet to a marker; thence North 61 degrees 20 minutes 15 seconds East a distance of 1,856.11 feet to the point of beginning. Said Lot 9 containing more or less 30.13 acres. Said Lot 9 being bounded on the North by Lot 8 of the Coldbrook Planation, on the East by the Southern Natural Gas Right of Way, on the South by Lots 11 and 10 of the Coldbrook Planation, and on the West by Turkey Trail Road. For a more complete description of said lot and its exact metes and bounds, reference is hereby made to the aforesaid recorded map or plan of said Subdivision and Phase, which map or plan, by this reference, is incorporated herein and made a part hereof.

AND

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, and in Chatham County, Georgia known as Lot 10, said lot being particularly described with reference to a map or plat dated March 28, 1989, prepared by Lamar O. Reddick & Associates, Land Surveyors, for FRED EVANS and THU EVANS, and recorded in Plat Record Book 24, folio 137, in the office of the Clerk of Superior Court of Effingham County, Georgia, a copy of said map or plat being attached and marked as Exhibit "A". Said Lot 10 being described as follows: beginning at a marker located on Turkey Trail Road and the Southern corner of Lot 9 of the Coldbrook Planation and proceeding thence North 38 degrees 06 minutes 17 seconds East a distance of 448.77 feet to a marker; thence South 53 degrees 50 minutes 32 seconds East a distance of 805.98 feet to a marker; thence South 64 degrees 55 minutes 50 seconds West a distance of 62.85 feet to a marker; thence South 56 degrees 28 minutes 30 seconds West a distance of 198.50 feet to a marker; thence South 43 degrees 57 minutes 14 seconds West a distance of 227.07 feet to a marker; thence North 52 degrees 22 minutes 32 seconds West a distance of 691.48 feet to the point of beginning. Said Lot 10 containing more or less 7.65 acres. Said Lot 10 being bounded on the North by Lot 9 of the Coldbrook Planation, on the East by Lot 11 of the Coldbrook Planation, on the South by Beaver Court Road and on the West by Turkey Trail Road. For a more complete description of said lot and its exact metes and bounds, reference is hereby made to the aforesaid recorded map or plan of said Subdivision and Phase, which map or plan, by this reference, is incorporated herein and made a part hereof.

Said Lot 10 being part of the property conveyed to David S. Capallo, William C. Meehan, Robert B.
Quattlebaum, Lawrence Rathbun, and Robert A. Wynn by the Georgia Baptist Foundation, Inc. December 1, 1986 and recorded in Deed Book 241, folio 54 in the office of the Clerk of Superior Court of Effingham County, Georgia on January 15, 1987, and transferred by Lawrence Rathbun to the Grantors, said transference being recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia in Deed Book 254, Folio 264.

This conveyance is executed and delivered subject to all valid restrictive covenants, easements and rights-of-way of record, including, but not limited to those Restrictive Covenants published December 14, 1988 by the Coldbrook Partnership.

This conveyance is executed and delivered subject to that certain Timber Deed executed by the Grantors to Georgia-Pacific Corporation dated January 16, 1989 and recorded February 1, 1989 in the office of the Clerk of Superior Court of Effingham County, Georgia in Deed Book 263, Folio 655.

TO HAVE AND TO HOLD the same, together with all rights, members, and appurtenances thereunto belonging or in anywise appertaining to the said Grantees, to their own proper use, benefit, and behoof, in as full, ample, and complete a manner as the same was possessed or enjoyed by the said Grantors.
IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.

DAVID S. CAPALLO

WILLIAM C. MEEHAN

ROBERT A. WINN

SIGNED, SEALED, AND DELIVERED in the presence of us, the day and year first above written.

LYNN A. BENNETT

WITNESS

KAREN M. TOOTLE
NOTARY PUBLIC, CHATHAM COUNTY
GEORGIA

KAREN M. TOOTLE

Effingham County, Georgia
Real Estate Transfer Tax
Paid $ 90.70
Date 9-20-89

GEORGIA, COUNTY OF EFFINGHAM
Clerk’s Office, Superior Court
Music for Record at: 9:00 o’clock a.m.
SEPT. 20, 1989

Recorded in Deed Book...10... Page...
DEED TO SECURE DEBT

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, made this 3rd day of July, 1989,

between FRED EARL EVANS and THU L. EVANS

of the State of GEORGIA and County of CHATHAM

Grantor, and

SEA ISLAND BANK

of the State of GEORGIA and County of EFFINGHAM

Grantee,

WITNESSETH: That, Whereas, Grantor is justly indebted to Grantee in the sum of

FIFTY-FIVE THOUSAND & NO/100 Dollars ($55,000.00)

in lawful money of the United States, 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, bearing even date herewith, with final payment due on MAY 17, 1992,

and, the Note, by reference, being made a part hereof;

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, to wit:

SEE ATTACHED EXHIBIT "A"

GEORGIA INTANGIBLE TAX PAID

$165.00

September 20, 1989

Henry /& Wilkins, Tax Comm.

EFFINGHAM COUNTY, GA.

TOGETHER with all buildings, structures and other improvements now or hereafter located on the property hereinbefore described, or any part and parcel thereof; and

TOGETHER with all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on said property or under or above the same or any part or parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversion, remainder and reappointments, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; and

TOGETHER with all machinery, appurtenances, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under said property or any part thereof and used or useable in connection with any present or future operation of said property and now owned or hereafter acquired by Grantor, including, but without limiting the generality of the foregoing, all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment, engines, spires, pumps, tanks, motors, conduits, switchboards, plumbing, fitting, cleaning, fire protection, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air-conditioning and air-conditioning apparatus; vacuum cleaning apparatus; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpeting; draperies; furniture and furnishings; together with all additions thereto and replacements thereof (Grantor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Grantee to confirm the conveyance, transfer and assignment of any of the foregoing); and

TOGETHER with any and all rents which are now due or may hereafter become due by reason of the renting, leasing and bailment of property improvements thereon and Equipment, and
Item XIII. 16.

Grantor grants to Grantor's title to the Premises, and is lawfully seized and possessed of the Premises...
9. Upon the occurrence of any one of the following events (herein called "event of default"):
   (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 warranty of Grantor herein contained, or contained in any instrument, transfer, conveyance, assignment or loan agreement
       entered into in 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, damaged or materially altered so that the
       value of the Premises shall be diminished as provided for in Article 7 hereof;
   (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 within 36 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, if a corporation, be liquidated, declared or its charter expire or be revoked, or, if a partnership or business association,
       be dissolved, or otherwise, to the extent permitted or authorized by law;
   (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 following instruments given with respect to the Secured Indebtedness:
       loan commitment, construction loan agreement between Grantor and Grantee, or assignment of leases by Grantor, or
       (h) should any event occur under any instrument, deed or agreement, given or made by Grantor to or with any third party, which would
           authorize the acceleration of any debt to any such third party;

then and thereafter Grantee may do any one or more of the following:
   (i) enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor, employ a managing
       agent of the Premises and list the same, either in its own name, or in the name of Grantor, 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's
       interest the lessee therefor, in the same manner and to the same extent as if Grantor had the possession thereof.
   (j) pay any sums in any form or manner deemed expedient by Grantee to protect the security of this instrument or to cure any event of default
       other than payment of interest or principal on 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 of interest provided
       in the Note, shall be applied to and become a part of the Secured Indebtedness and be immediately due and payable to Grantee; and Grantor 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
       reference to such instrument, and any such subrogation rights shall be additional and cumulative to all other security interests.
   (k) in the event of deficiency Grantor shall immediately demand on Deficiency Grantor pay over to Grantee, or its nominee, such deficiency; and Grantor
       agrees that in the event of deficiency Grantor shall pay over to Grantee, or its nominee, such deficiency.
   (l) in the event of deficiency Grantor shall immediately demand on Deficiency Grantor pay over to Grantee, or its nominee, such deficiency; and Grantor
       agrees that in the event of deficiency Grantor shall pay over to Grantee, or its nominee, such deficiency; and Grantor agrees that in the event of deficiency
       Grantor shall immediately demand on Deficiency Grantor pay over to Grantee, or its nominee, such deficiency; and
   (m) in the event of deficiency Grantor shall immediately demand on Deficiency Grantor pay over to Grantee, or its nominee, such deficiency; and
   (n) in the event of deficiency Grantor shall immediately demand on Deficiency Grantor pay over to Grantee, or its nominee, such deficiency; and
   (o) in the event of deficiency Grantor shall immediately demand on Deficiency Grantor pay over to Grantee, or its nominee, such deficiency; and
   (p) in the event of deficiency Grantor shall immediately demand on Deficiency Grantor pay over to Grantee, or its nominee, such deficiency; and
   (q) in the event of deficiency Grantor shall immediately demand on Deficiency Grantor pay over to Grantee, or its nominee, such deficiency; and
   (r) in the event of deficiency Grantor shall immediately demand on Deficiency Grantor pay over to Grantee, or its nominee, such deficiency; and
   (s) in the event of deficiency Grantor shall immediately demand on Deficiency Grantor pay over to Grantee, or its nominee, such deficiency; and
   (t) in the event of deficiency Grantor shall immediately demand on Deficiency Grantor pay over to Grantee, or its nominee, such deficiency; and
   (u) in the event of deficiency Grantor shall immediately demand on Deficiency Grantor pay over to Grantee, or its nominee, such deficiency; and
   (v) in the event of deficiency Grantor shall immediately demand on Deficiency Grantor pay over to Grantee, or its nominee, such deficiency; and
   (w) in the event of deficiency Grantor shall immediately demand on Deficiency Grantor pay over to Grantee, or its nominee, such deficiency; and
   (x) in the event of deficiency Grantor shall immediately demand on Deficiency Grantor pay over to Grantee, or its nominee, such deficiency; and
   (y) in the event of deficiency Grantor shall immediately demand on Deficiency Grantor pay over to Grantee, or its nominee, such deficiency; and
   (z) in the event of deficiency Grantor shall immediately demand on Deficiency Grantor pay over to Grantee, or its nominee, such deficiency; and

11. In the event that any sale is made by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceeding or proceedings, or otherwise, the Premises or any part thereof may be sold in one parcel and as one entirety, or in such parcels, manner or order as Grantor in its sole discretion deems proper, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power herein granted, but the entire Premises are sold or the Secured Indebtedness paid in full.

10. The Grantor hereby waives and renounces all homestead and exemption rights provided for by the Constitution and Laws of the State of Georgia, in and to the Premises as the collection of the Secured Indebtedness, or any part thereof, and Grantor agrees that where, by the terms of the conveyance or the Note secured hereby, a day is named or a time fixed for the payment of any sum or money or for the performance of any act, the time stated enters into the consideration and is of the essence of the whole contract.

12. Should there be a sale at public sale or upon the premises, the purchase money shall be paid to the person appointed to sell the Premises, to the highest bidder for cash, first advertising the time, place and terms of such sale by publishing a notice thereof once a week for four consecutive weeks in a newspaper in which advertisements of sales are generally published, and in said county and giving such public notice as the court may require. The purchase money may consist of cash or in the manner that the same shall consist of cash. The sale may be made upon or near the premises, in a public place, at the time and place specified in the notice, and in the manner and form prescribed by law. At said sale, the purchaser shall have the right of redemption, homestead, dower, curtesy and al all other exemptions of Grantor, or its successors or assigns, in and to the Premises, and 10% of the aggregate amount due, as attorney's fees, and upon such terms and conditions as the Grantor may prescribe.

13. The rights of Grantor, granted and arising under the clauses and covenants contained in this deed and the Note, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Grantor may have or may hereafter acquire, 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 possession of property, as provided for by law at all times. No act of Grantor shall be construed as an election to proceed under the Note to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed or in equity, anything herein or otherwise to the contrary notwithstanding.

14. Every provision for notice or demand and 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 or the Premises, or on their heirs or assigns, or to such persons as are entitled to such person's property, or to such persons as may be entitled to the property of such person, or to their heirs or assigns, at their or their agent's hands, or at the address last known to Grantor, or (b) addressed to the address of the Premises hereby conveyed.

15. Any indorsement or transfer of any part of the premises herein granted, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by the Grantee. The words "Grantee" and throughout hereinafter 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, companies, successor and assign of the parties hereto, and all and any assignees or beneficiaries, either general or particular, and the words "Grantor" shall also include one or more words and grammatical construction of sentences shall conolve thereto. If more than one party shall execute this deed, the term 'Grantor' shall mean all parties signing, and each of them, and in the event of any question, such word shall be and mean the several Grantors and Secured Indebtedness of the Grantor executing each of them. IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first written above.

Signed, sealed and delivered in the presence of:

[Signatures]

Notary Public

Notary Public

[Seal]


[Seal]
EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, known as Lot 9, said lot being particularly described with reference to a map or plat dated March 28, 1989, prepared by Lamar O. Reddick & Associates, Land Surveyors, for FRED EVANS and THU EVANS, and recorded in Plat Record Book 24, folio 138 in the office of the Clerk of Superior Court of Effingham County, Georgia, a copy of said map or plat being attached and marked as Exhibit "A". Said Lot 9 being described as follows: beginning at a marker located on the southeast corner of Lot 8 of the Coldbrook Plantation and proceeding thence South 34 degrees 27 minutes 09 seconds East a distance of 241.36 feet to a marker; thence South 38 degrees 04 minutes 50 seconds West a distance of 1,584.69 feet to a marker; thence South 38 degrees 06 minutes 17 seconds West a distance of 448.77 feet to a marker; thence North 52 degrees 25 minutes 29 seconds West a distance of 331.03 feet to a marker; thence North 42 degrees 07 minutes 57 seconds West a distance of 283.59 feet to a marker; thence North 21 degrees 30 minutes 50 seconds West a distance of 81.11 feet to a marker; thence North 00 degrees 53 minutes 42 seconds West a distance of 342.51 feet to a marker; thence North 16 degrees 19 minutes 26 seconds West a distance of 82.47 feet to a marker; thence North 61 degrees 20 minutes 15 seconds East a distance of 1,856.11 feet to the point of beginning. Said Lot 9 containing more or less 30.13 acres. Said Lot 9 being bounded on the North by Lot 8 of the Coldbrook Plantation, on the East by the Southern Natural Gas Right of Way, on the South by Lots 11 and 10 of the Coldbrook Plantation, and on the West by Turkey Trail Road. For a more complete description of said lot and its exact metes and bounds, reference is hereby made to the aforesaid recorded map or plan of said Subdivision and Phase, which map or plan, by this reference, is incorporated herein and made a part hereof.

AND

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, and in Chatham County, Georgia known as Lot 10, said lot being particularly described with reference to a map or plat dated March 28, 1989, prepared by Lamar O. Reddick & Associates, Land Surveyors, for FRED EVANS and THU EVANS, and recorded in Plat Record Book 24, folio 137 in the office of the Clerk of Superior Court of Effingham County, Georgia, a copy of said map or plat being attached and marked as Exhibit "A". Said Lot 10 being described as follows: beginning at a marker located on Turkey Trail Road and the Southern corner of Lot 9 of the Coldbrook Plantation and proceeding thence North 38 degrees 06 minutes 17 seconds East a distance of 448.77 feet to a marker; thence South 53 degrees 50 minutes 32 seconds East a distance of 805.98 feet to a marker; thence South 64 degrees 55 minutes 50 seconds West a distance of 62.85 feet to a marker; thence South 56 degrees 28 minutes 30 seconds West a distance of 198.50 feet to a marker; thence South 43 degrees 57 minutes 1
seconds West a distance of 227.07 feet to a marker; thence North 52 degrees 22 minutes 32 seconds West a distance of 891.48 feet to the point of beginning. Said Lot 10 containing more or less 7.65 acres. Said Lot 10 being bounded on the North by Lot 9 of the Coldbrook Plantation, on the East by Lot 11 of the Coldbrook Plantation, on the South by Bever Court Road and on the West by Thrkey Trail Road. For a more complete description of said Lot and its exact metes and bounds, reference is hereby made to the aforesaid recorded map or plan of said Subdivision and Phase, which map or plan, by this reference, is incorporated herein and made a part hereof.

Said Lot 10 being part of the property conveyed to David S. Capalio, William C. Meehan, Robert B. Quattlebaum, Lawrence Rathburn, and Robert A. Wynn by the Georgia Baptist Foundation, Inc. December 1, 1986 and recorded in Deed Book 241, folio 54 in the office of the Clerk of Superior Court of Effingham County, Georgia on January 15, 1987, and transferred by Lawrence Rathburn to the Grantors, said transference being recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia in Deed Book 254, Folio 254.

This conveyance is executed and delivered subject to all valid restrictive covenants, easements and rights-of-way of record, including, but not limited to those Restrictive Covenants published December 14, 1988 by the Coldbrook Partnership.

This conveyance is executed and delivered subject to that certain Timber Deed executed by the Grantors to Georgia-Pacific Corporation dated January 16, 1989 and recorded February 1, 1989 in the office of the Clerk of Superior Court of Effingham County, Georgia in Deed Book 263, folio 655.
September 16, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
   Fred Evans
   Turkey Trail Rincon, GA 31326
   Pin: 452A-10
   Total Acres: 35.86 Acres to be rezoned: 8.0

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-2 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
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 Fred Evans – (Map # 452A Parcels# 10) 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?
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL   DISAPPROVAL

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

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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 – September 19, 2022
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_______  DISAPPROVAL_______

Of the rezoning request by applicant Fred Evans – (Map # 452A Parcels# 10) 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?

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

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL [X] DISAPPROVAL [ ]

Of the rezoning request by applicant Fred Evans – (Map # 452A Parcels# 10) from AR-1 to I-1 zoning.

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

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

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 [O]

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

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

7. Are nearby residents opposed to the proposed zoning change?
   Yes [x] No [O]

8. Do other conditions affect the property so as to support a decision against the proposal?
   Yes [x] No [O]

Planning Board Meeting – September 19, 2022

[Signature] 9/19/22
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 Fred Evans — (Map # 452A Parcels# 10) 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 – September 19, 2022
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: October 4, 2022
Item Description: Fred Evans requests to rezone 8 of 35.86 acres from AR-1 to I-1 to allow for a GDOT approved borrow source for a GDOT project. Located on Turkey Trail Map# 452A Parcel# 10

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 8 of 35.86 acres from AR-1 to I-1 to allow for a GDOT approved borrow source for a GDOT project.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Pursuant to Sec. 3.17.3.3, excavation activity that involves movement of soil off-site must be located within the I-1 zoning district.
- The proposed GDOT approved borrow source site has frontage on the Effingham Parkway construction site. The applicant indicates that all dirt will be transported directly to the construction site. External roads are not expected to be used for more than 25% of the dirt from this borrow source.
- At the September 19, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request rezone 8 of 35.86 acres from AR-1 to I-1, with the follow conditions:
  1. The rezoning allows a GDOT approved borrow source for a GDOT project. No other I-1 uses are allowed.
  2. The dirt shall be transported directly to the Effingham Parkway construction site.
  3. The site shall meet the requirements of Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands.
  4. The site shall meet the requirements of Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements, if there is an entrance on a county-maintained road.
  5. The business operator shall meet the requirements of Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes, if county-maintained roads are used to transport dirt.
  6. The applicant shall notify the Development Services Department at the time of final reclamation of the GDOT approved borrow source, and shall rezone the property to AR-1.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives

1. **Approve** the request to rezone 8 of 35.86 acres from AR-1 to I-1, with conditions:
   1. This rezoning allows a GDOT approved borrow source for a GDOT project. No other I-1 use are allowed.
   2. The dirt shall be transported directly to the Effingham Parkway construction site.
   3. The site shall meet the requirements of Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands.
   4. The site shall meet the requirements of Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements, if there is an entrance on a county-maintained road.
   5. The business operator shall meet the requirements of Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes, if county-maintained roads are used to transport dirt.
   6. The applicant shall notify the Development Services Department at the time of final reclamation of the GDOT approved borrow source, and shall rezone the property to AR-1.

2. **Deny** the request to rezone 8 of 35.86 acres from AR-1 to I-1.

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. 452A-10
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 452A-10
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 FRED EVANS has filed an application to rezone eight (8) +/- acres; from AR-1 to I-1 to allow for a surface mine; map and parcel number 452A-10, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on October 4, 2022 and notice of said hearing having been published in the Effingham County Herald on September 14, 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 August 31, 2022; and

IT IS HEREBY ORDAINED THAT eight (8) +/- acres; map and parcel number 452A-10, located in the 2nd commissioner district is rezoned from AR-1 to I-1, with the following conditions:

1. The rezoning allows a GDOT approved borrow source for a GDOT project. No other I-1 uses are allowed.
2. The dirt shall be transported directly to the Effingham Parkway construction site.
3. The site shall meet the requirements of Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands.
4. The site shall meet the requirements of Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements, if there is an entrance on a county-maintained road.
5. The business operator shall meet the requirements of Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes, if county-maintained roads are used to transport dirt.
6. The applicant shall notify the Development Services Department at the time of final reclamation of the GDOT approved borrow source, and shall rezone the property to AR-1.

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
Summary Recommendation
Staff has reviewed the application, and recommends approval of a sketch plan for "Parcel 465-TPO Clearing and Grading".

Executive Summary/Background
- The request for approval of a sketch plan is a requirement of Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 – Sketch Plan. The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- The parcel is in the B-3 zoning district. There are no development plans at this time. The sketch plan is submitted in order to apply for a land disturbing activity (LDA) permit, so the property can be cleared for marketing.
- To ensure that the land is graded with consideration for existing access points and site-specific drainage patterns, as well as nearby residential and commercial development, staff requested a sketch plan.
- At the July 11, 2022 pre-application meeting, staff provided feedback on the requirements for a sketch plan when no particular development is planned. The applicant made revisions as requested.
  - Access to the site from Hwy 21 will be aligned with the traffic signal at McCall Road. Access to county ROW will be facilitated through the existing stub-out extending from Goshen Commercial Drive.
  - The onsite stormwater bypass ditch will outfall to Hwy 21.
  - The limits of clearing and grading are shown on the sketch plan; all drainage features are labelled.
- Staff will follow-up with a Notice to Proceed summarizing requirements and recommendations.
- At the September 19, 2022 Planning Board meeting, Peter Higgins made a motion to approve a sketch plan for "Parcel 465-3TPO Clearing and Grading".
  - The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the sketch plan for “Parcel 465-3TPO Clearing and Grading”.
2. Deny the sketch plan for “Parcel 465-3TPO Clearing and Grading”.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Sketch Plan Application
2. Sketch Plan
3. Aerial Photograph
EFFINGHAM COUNTY
SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY
Date Received: __________________ Project Number: __________ Classification: __________
Date Reviewed: __________________ Reviewed by: __________________

Proposed Name of Subdivision Parcel 465-3TPO Clearing & Grading

Name of Applicant/Agent Gregg Howze Phone 912-663-8588
Company Name H and H Real Estate Investments, Inc.
Address 130 San Marco Drive, Tybee Island, GA 31328
Owner of Record H and H Real Estate Investments, Inc. Phone
Address Same as applicant

Engineer EMC Engineering Services, Inc. Phone 912-644-3207
Address 27 Chatham Center South, Suite A Savannah GA 31405

Surveyor __________________________ Phone __________________
Address __________________________

Proposed water Effingham County Proposed sewer Effingham County
Total acreage of property 29.91 Acreage to be divided n/a Number of Lots Proposed 1
Current Zoning B-3 Proposed Zoning B-3 Tax map – Block – Parcel No 04650003TPO
Are any variances requested? No If so, please describe: __________________

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 29 day of JUNE 2022

Donna Lee
Notary

Applicant
Owner

DONNA LEE
NOTARY PUBLIC
CHATHAM COUNTY, GEORGIA

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The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

<table>
<thead>
<tr>
<th>Office Use</th>
<th>Applicant Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Project Information:</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>1. Proposed name of development.</td>
</tr>
<tr>
<td>✓</td>
<td>2. Names, addresses and telephone numbers of owner and applicant.</td>
</tr>
<tr>
<td>✓</td>
<td>3. Name, address and telephone number of person or firm who prepared the plans.</td>
</tr>
<tr>
<td>✓</td>
<td>4. Graphic scale (approximately 1&quot;=100') and north arrow.</td>
</tr>
<tr>
<td>✓</td>
<td>5. Location map (approximately 1&quot; = 1000').</td>
</tr>
<tr>
<td>✓</td>
<td>6. Date of preparation and revision dates.</td>
</tr>
<tr>
<td>N/A</td>
<td>7. Acreage to be subdivided.</td>
</tr>
<tr>
<td>(b) Existing Conditions:</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>1. Location of all property lines.</td>
</tr>
<tr>
<td>✓</td>
<td>2. Existing easements, covenants, reservations, and right-of-ways.</td>
</tr>
<tr>
<td>✓</td>
<td>4. Sidewalks, streets, alleys, driveways, parking areas, etc.</td>
</tr>
<tr>
<td>✓</td>
<td>5. Existing utilities including water, sewer, electric, wells and septic tanks.</td>
</tr>
<tr>
<td>✓</td>
<td>6. Natural or man-made watercourses and bodies of water and wetlands.</td>
</tr>
<tr>
<td>✓</td>
<td>7. Limits of floodplain.</td>
</tr>
<tr>
<td>✓</td>
<td>8. Existing topography.</td>
</tr>
<tr>
<td>N/A</td>
<td>10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).</td>
</tr>
<tr>
<td>(c) Proposed Features:</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>1. Layout of all proposed lots.</td>
</tr>
<tr>
<td>✓</td>
<td>2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).</td>
</tr>
<tr>
<td>✓</td>
<td>3. Proposed zoning and land use.</td>
</tr>
<tr>
<td>✓</td>
<td>4. Existing buildings and structures to remain or be removed.</td>
</tr>
<tr>
<td>✓</td>
<td>5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.</td>
</tr>
<tr>
<td>✓</td>
<td>6. Proposed retention/detention facilities and storm-water master plan.</td>
</tr>
</tbody>
</table>
N/A  7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
N/A  8. Water distribution infrastructure master plan.

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 29th day of June, 2022

[Signature]

[Stamp]

Applicant

Notary

Owner
September 12th 2022  
CC: Liberto Chacon, P.E.  
             Eric Larson, P.E.  
             Teresa Concannon, AICP  
             Chelsie Fernald  

Travis Bazemore  
EMC Engineering Services  
27 Chatham Center South, Suite A  
Savannah, GA 31405  

Dear Mr. Bazemore,  

I am pleased to provide you with a recommendation for Approval of the revised sketch plan submitted under the title of Parcel No. 465-3TPO Clearing & Grading.  

Site Plan Review  

Submittal Documents   Sketch Plan (Clearing & Grading)...........................................Aug. 2022  

We have reviewed the submittal for the referenced project. The plans were reviewed for general conformance with the requirements of Effingham County. This review of the submitted site plans does not relieve the Owner, Designer and Contractor, or their representatives, from their individual or collective responsibility to comply with the applicable provisions of the County, State and Federal Laws and Engineering Standards, and all Development Codes that apply to Effingham County. This review is not to be construed as a check of every item in the plans or construction. Failure of this office to note any conflict with said requirements does not relieve the developer from compliance.  

To the best of our knowledge, information and belief, it is our opinion that the sketch plan is in general conformance with Effingham County’s applicable design standards, codes and ordinances. We hereby recommend Approval of the proposed sketch plan.  

Please contact me if you have any questions. I can be reached via email or phone at tshoemaker@eomworx.com or 912-445-0050 ext. 2400.  

Sincerely,  

Trevor Shoemaker  
Trevor Shoemaker  
Project Manager  
EOM
August 25, 2022

Mr. Eric Larson, PE
County Engineer
Effingham County, GA

RE: Parcel No. 465-3TPO Clearing & Grading Sketch Plan
EMC Project # 22-0014

Dear Mr. Larson:

We received plan review comments from EOM Operations (Trevor Shoemaker) dated August 18, 2022 and the following responses are how they have been addressed:

1. **Access to the future development from the County ROW shall be facilitated through the existing stub-out extending from Goshen Commercial Dr.** The access to site from the State ROW will need to be aligned with McCall Road. The proposed stormwater pond and site grading will need to be revised to provide adequate space for future access from these locations. Plan has been revised to provide space for future access on to SR 21 and Goshen Commercial Drive.

2. **Some grade lines should be shown for the proposed on-site stormwater ditch. Connectivity to the intended receiving stormwater system needs to be included.**
   The on-site stormwater ditch is a bypass ditch for flows coming on to the project site. It will flow and outfall into SR 21 ROW. The centerline of the ditch has flow arrows on it which delineate the direction of the flow.

3. **Please identify what extents of the site are intended to be cleared and graded during the proposed LDA. As shown, only the pond and onsite drainage ditch is shown to have improvements.**
   a. Please show the proposed grading for the full extent of the site, such that it is clear how stormwater will be routed through the site. Given that the majority of the developable area is currently wetland, it is likely that this area will be graded as well.
   b. Provide any information that will bring clarity to how the proposed grading plan intends to manage off-site stormwater runoff.
   The sketch plan submitted is showing the proposed woodsline, which will be the limits of clearing, but was not labeled. The plan has been revised to show this being labeled. Flow arrows and labels have also been added to the plans showing how off-site and on-site runoff drains into the pond. The proposed stormwater ditch has been labeled as a bypass ditch.

4. **Label specific stormwater management features such as:**
   a. **Berm/Ditch that defines the pond shape**
      Pond Berm has been labeled on revised sketch plan as requested.
Item XIII. 18.

b. Weir-Outfall location for the pond.
   Pond Outfall has been labeled on revised sketch plan as requested.

c. The outlet of the proposed onsite drainage ditch
   Proposed drainage ditch outfalls into the GDOT ROW

d. The stormwater inlets from off-site and on-site to stormwater management features
   Proposed stormwater pipes are already labeled on the plans. There are no proposed inlets.

5. Ponds must be a minimum of 50 ft from property lines.
   This is not applicable for this project.

6. Is the “Approximate Location of Project Access” the access point for the clearing and grading process
   only, or is this intended to be a development site access point as well.
   Yes this access will be temporary to complete the current proposed project, which is to clear and
   rough grade the site only. Another sketch plan will be required for any future development and will
   show any proposed access points.

7. Is that a culvert being proposed at the “Approximate Location of Project Access”. Please provide
   additional information.
   Yes there will be a storm pipe needed for this access point to be able to cross over the bypass ditch.
   Pipe has been labeled on the plans.

8. A proposed drainage easement should be indicated on the sketch plan for the stormwater ditch being
   installed to facilitate stormwater from the pond on the adjacent site to the public row. See the
   Effingham County Stormwater Management Local Design Manual for dimensions
   Drainage easements have been shown and labeled on the plan for the stormwater pond and bypass
   ditch.

9. Is this site intended to be subdivided at any point in the development process?
   At this time we have no idea what the property owner intends to do with the property other than clear
   and rough grade it and get it ready to market to sell for potential development in the future. It is
   possible that it could be subdivided in the future.

Sincerely,

Travis Bazemore  
Senior Design Engineer

EMC Engineering Services, Inc.  Albany • Atlanta • Augusta • Brunswick • Columbus • Savannah • Statesboro • Greenville