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/UC9wRzS6f2pHHZG31gRk3OUQ

I. Call to Order
II. Roll Call
III. Invocation
IV. Pledge to the American Flag
V. Agenda Approval - Consideration of a resolution to approve the agenda.
VI. Minutes - Consideration to approve the July 19, 2022 regular meeting and July 21, 2022 work session minutes
VII. Public Comments - Comments shall pertain to the agenda items only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak
VIII. Correspondence - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.
IX. Consent Agenda - This section shall include all routine items for which there will be no discussion. Should a need arise for a debate the item can be moved to the appropriate area of the agenda

1. [2022-416 Agreement]

   Consideration to approve the Updated Probation Services agreement with State Court
2. **[2022-417 Application]**
   Consideration to approve submittal of a Grant Application to Petco Foundation Animal Welfare Grant Program

3. **[2022-418 Agreement]**
   Consideration to approve an Underground Distribution Construction and a Underground Easement Agreement with Georgia Power via a property located at 295 Stagecoach Avenue to serve Sandhill Elementary School

4. **[2022-419 Sanitation Releases]**
   Consideration to approve Sanitation Releases as submitted by Administrative Staff and approved by the Tax Assessor, Tax Commissioner and Fire Chief

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

      Second public hearing and approval of Resolution# 022-031 for permanent abandonment of maintenance of the section of Webb Road parallel to and on the right-of-way of the Norfolk Southern railroad tracks

XI. **New Business**

   1. **[2022-421 Change Order] Eric Larson**
      Discussion and decision whether or not to recommend to the Georgia Department of Transportation to prepare and execute a change order to modify the intersection of Forest Haven Drive to create a dead end on Forest Haven Drive and eliminate the connection to the Effingham Parkway

   2. **[2020-422 Public Hearing] Eric Larson**
      First public hearing for the consideration of abandonment of a portion of Kessler Loop

   3. **[2022-423 Agreement] Alison Bruton**
      Consideration to approve the agreement with The City of Port Wentworth for the use of an inmate work detail

   4. **[2022-424 Resolution] Alison Bruton**
      Consideration to Approve a Resolution (# 022-032) of Surplus

   5. **[2022-425 Quote/Purchase] Alison Bruton**
      Consideration to approve Quote# 6572323 from Enterprise Fleet Management for vehicle orders

      Consideration to approve Contract# 2023-08 with the Coastal Regional Commission (CRC) Area Agency on Aging (AA) for fiscal year 2023

      Consideration to approve Resolution# 022-032 to amend the Schedule of Fees related to water and sewer rates and sanitation fees
Consideration to approve a Change Order# 1 with McWright, LLC in the amount of $4,620.00 for the Guyton Fire Station project

Consideration to approve a Water & Sewer Agreement and Lease Agreement with Effingham County Industrial Authority and Savannah Industrial Development, LLC (on behalf of OmniTrax / Broe Real Estate Group) for construction and operation of a wastewater sprayfield at the Savannah Gateway Industrial Hub (SGIH) Park at McCall and Hodgeville Roads

10. **[2022-430 Annexation] Stephanie Johnson**  
Consideration to approve a petition requesting Annexation as submitted by the City of Rincon for a property located off of Frederick Street Map# 477 Parcel# 1A

11. **[2022-431 Form] Stephanie Johnson**  
Consideration to approve a Form to appoint a voting delegate to participate in the ACGC 2022 policy agenda adoption

Consideration to approve an Intergovernmental Contract related to the Bryan County Mega Site (revenue sharing agreement)

13. **[2022-433 Payment] Tim Callanan**  
Consideration to approve payment to the Savannah Harbor - Interstate 16 Joint Development Authority for the Bryan County Mega-Site project

Consideration approve Resolution# 022-033 to extend a moratorium on rezoning for R-3 multifamily residential development and R-6 single family residential development, for a period of twenty-one (21) days

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

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

XIV. **Executive Session Minutes** - Consideration to approve the June 21, 2022 and July 19, 2022 executive session minutes

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

The Planning Board recommends approving an application by Gloria Sheppard to **rezone** 2 out of 46.99 acres located at 2306 Sandhill Road from AR-1 to AR-2 to allow for the creation of a home site **Map# 300 Parcel# 6** in the First District

2. **[2022-436 Second Reading]**  
Consideration to approve the Second Reading of an application by Gloria Sheppard to **rezone** 2 out of 46.99 acres located at 2306 Sandhill Road from AR-1 to AR-2 to allow for the creation of a home site **Map# 300 Parcel# 6** in the First District
3. [2022-437 Public Hearing] Teresa Concannon
The Planning Board recommends approving an application by Etheridge Dasher to rezone 2 acres located at 4224 Highway 17 South from AR-1 to AR-2 to allow for future recombination with an adjacent parcel Map# 326 Parcel# 15 in the First District

4. [2022-438 Second Reading]
Consideration to approve the Second Reading of an application by Etheridge Dasher to rezone 2 acres located at 4224 Highway 17 South from AR-1 to AR-2 to allow for future recombination with an adjacent parcel Map# 326 Parcel# 15 in the First District

5. [2022-439 Public Hearing] Teresa Concannon
The Planning Board recommends approving an application by TPHC, Inc. as Agent for Nancy Gordon requests to rezone 7.88 acres located at 295 North Magnolia Drive from AR-1 to AR-2 to allow for the creation of a home site Map# 328 Parcel# 2 in the First District

6. [2022-440 Second Reading]
Consideration to approve the Second Reading of an application by TPHC, Inc. as Agent for Nancy Gordon to rezone 7.88 acres located at 295 North Magnolia Drive from AR-1 to AR-2 to allow for the creation of a home site Map# 328 Parcel# 2 in the First District

7. [2022-441 Public Hearing] Teresa Concannon
The Planning Board recommends approving an application by Lynn Jean Grimes to rezone 2.33 out of 9.43 acres located at 1411 Goshen Road from AR-1 to AR-2 to allow for the separation of a home site Map# 451 Parcel# 24 in the Second District

8. [2022-442 Second Reading]
Consideration to approve the Second Reading of an application by Lynn Jean Grimes to rezone 2.33 out of 9.43 acres located at 1411 Goshen Road from AR-1 to AR-2 to allow for the separation of a home site Map# 451 Parcel# 24 in the Second District

The Planning Board recommends approving an application by Bobby Lee Dotson & Ambrea Audrayana Dotson as Agents for Robbie Lee & Helen Roper to rezone 1.83 out of 20.18 acres from AR-1 to AR-2, to allow for the creation of a home site. Located at 896 Egypt Ardmore Road. Map# 245 Parcel# 13 in the Third District

10. [2022-444 Second Reading]
Consideration to approve the Second Reading of an application by Bobby Lee Dotson & Ambrea Audrayana Dotson as Agents for Robbie Lee & Helen Roper to rezone 1.83 out of 20.18 acres located at 896 Egypt Ardmore Road from AR-1 to AR-2, to allow for the creation of a home site Map# 245 Parcel# 13 in the Third District

The Planning Board recommends approving an application by Franklin & Gaylon Smith to rezone 12.01 acres located at 200 Clyo Shawnee Road from AR-1 to AR-2 to allow for a 3-lot subdivision Map# 313 Parcel# 30 in the Third District
12. [2022-446 Second Reading]  
Consideration to approve the Second Reading of an application by Franklin & Gaylon Smith to rezone 12.01 acres located at 200 Clyo Shawnee Road from AR-1 to AR-2 to allow for a 3-lot subdivision Map# 313 Parcel# 30 in the Third District.

The Planning Board recommends approving an application by Beverly Sapp to rezone 8.54 acres located at 121 Needlepointe Drive from AR-2 to AR-1 to allow for a second dwelling for an immediate family member Map# 369C Parcel# 115 in the Fourth District.

14. [2022-448 Second Reading]  
Consideration to approve the Second Reading of an application by Beverly Sapp to rezone 8.54 acres located at 121 Needlepointe Drive from AR-2 to AR-1 to allow for a second dwelling for an immediate family member Map# 369C Parcel# 115 in the Fourth District.

15. [2022-449 Public Hearing] Teresa Concannon  
The Planning Board recommends denying an application by David D. Smith as Agent for Effingham County Industrial Development Authority to rezone 6.96 acres located on Old River Road from B-2 to B-3 to allow for the development of a truck stop with fueling station and convenience store Map# 330 Parcel# 46 in the First District.

16. [2022-450 Second Reading]  
Consideration to approve the Second Reading of an application by David D. Smith as Agent for Effingham County Industrial Development Authority to rezone 6.96 acres located on Old River Road from B-2 to B-3 to allow for the development of a truck stop with fueling station and convenience store Map# 330 Parcel# 46 in the First District.

17. [2022-451 Public Hearing] Teresa Concannon  
The Planning Board recommends denying an application by WD Glassvase Import, Inc. as Agent for Terry Griner to rezone 7.38 acres located at the intersection of Hwy 17, Pound Road and Go Cart Road from B-3 to I-1 to allow for the development of an industrial warehouse & distribution center Map# 296 Parcel# 46F in the Third District.

18. [2022-452 Second Reading]  
Consideration to approve the Second Reading of an application by WD Glassvase Import, Inc. as Agent for Terry Griner to rezone 7.38 acres located at the intersection of Hwy 17, Pound Road and Go Cart Road from B-3 to I-1 to allow for the development of an industrial warehouse & distribution center Map# 296 Parcel# 46F in the Third District.

The Planning Board recommends approving an application by James Carlson to rezone 5 of 20 acres located on Highway 119 South from AR-1 to B-2 to allow for commercial development Map# 320 Parcel# 74 in the Third District.
20. [2022-454 Second Reading]
Consideration to approve the Second Reading of an application by James Carlson requests to rezone 5 of 20 acres located on Highway 119 South from AR-1 to B-2 to allow for commercial development Map# 320 Parcel# 74 in the Third District

The Planning Board recommends approving an application by James Carlson requests a conditional use located on Highway 119 South to allow for a crematory in the B-2 zoning district, zoned AR-1, proposed zoning B-2. Map# 320 Parcel# 74 in the Third District

22. [2022-456 Second Reading]
Consideration to approve the Second Reading of an application by James Carlson requests a conditional use located on Highway 119 South to allow for a crematory in the B-2 zoning district, zoned AR-1, proposed zoning B-2. Map# 320 Parcel# 74 in the Third District

23. [2022-457 Public Hearing] Teresa Concannon
The Planning Board recommends approving an application by Joseph Alan Kersey to rezone 3.32 acres located at 119, 131, 145, and 149 Commercial Court from B-3 to I-1, to allow for the increased use potential for existing commercial structures Map# 465D Parcels# 14,15,16,17 in the Fifth District

24. [2022-458 Second Reading]
Consideration to approve the Second Reading of an application by Joseph Alan Kersey to rezone 3.32 acres located at 119, 131, 145, and 149 Commercial Court from B-3 to I-1, to allow for the increased use potential for existing commercial structures Map# 465D Parcels# 14,15,16,17 in the Fifth District

The Planning Board recommends approving an application by Joseph Alan Kersey for a variance located at 119, 131, 145, 149 Commercial Court from the requirement for a 50’ buffer between commercial and industrial zoned parcels, zoned B-3, proposed zoning I-1. Map# 465D Parcels# 14,15,16,17 in the Fifth District

26. [2022-460 Second Reading]
Consideration to approve Second Reading an application by Joseph Alan Kersey for a variance located at 119, 131, 145, 149 Commercial Court from the requirement for a 50’ buffer between commercial and industrial zoned parcels, zoned B-3, proposed zoning I-1. Map# 465D Parcels# 14,15,16,17 in the Fifth District

27. [2022-461 Public Hearing] Teresa Concannon
The Planning Board recommends approving an application by Oleg Mitnik to rezone 5.8 acres located off of Commerce Court from B-3 to I-1, to unify zoning within two parcels Map# 466C Parcels# 2&3 in the Fifth District

28. [2022-462 Second Reading]
Consideration to approve the Second Reading of an application by Oleg Mitnik to rezone 5.8 acres located off of Commerce Court from B-3 to I-1, to unify zoning within two parcels Map# 466C Parcels# 2&3 in the Fifth District
29. [2022-463 Public Hearing] Teresa Concannon

The Planning Board recommends approving an application by Stature Investments as Agent for Joye Polk et al., to rezone 130.58 acres located on Old Augusta Road from AR-1 to I-1 to allow for the development of industrial warehouses Map# 477 Parcels# 8&9; Map# 477A Parcels# 6,7,8,9,10 in the Fifth District

30. [2022-464 Second Reading]

Consideration to approve the Second Reading an application by Stature Investments as Agent for Joye Polk et al., to rezone 130.58 acres located on Old Augusta Road from AR-1 to I-1 to allow for the development of industrial warehouses Map# 477 Parcels# 8&9; Map# 477A Parcels# 6,7,8,9,10 in the Fifth District


The Planning Board recommends approving an application by Stature Investments as Agent for Joye Polk, et al., for a variance located on Old Augusta Road to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses, zoned AR-1, proposed zoning I-1. Map# 477 Parcels# 8&9; Map# 477A Parcels# 6&10 in the Fifth District

32. [2022-466 Second Reading]

Consideration to approve the Second Reading of an application by Stature Investments as Agent for Joye Polk, et al., for a variance located on Old Augusta Road to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses, zoned AR-1, proposed zoning I-1. Map# 477 Parcels# 8&9; Map# 477A Parcels# 6&10 in the Fifth District

XVI. Adjournment
Staff Report

Subject: Consideration to approve the Updated Probation Services agreement with State Court
Author: Alison Bruton, Purchasing Agent
Department: Purchasing and Probation
Meeting Date: August 2, 2022
Item Description: Probation Services

Summary Recommendation: Approval of the Probation Services Agreement with the State Court – This Agreement was approved in January of 2022, but because there is a new Judge, a new agreement is needed.

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

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

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Probation.

Funding Source: N/A – funds are collected from probationers.
Attachments: Probation service agreement with State Court.
Probation Services Agreement

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

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

EXTENT OF SERVICES TO BE RENDERED BY THE PROBATION ENTITY

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

A. Responsibilities of Probation Services Contractor

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

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

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

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

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

B. Reports to Court/Record Keeping

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

C. Collection/Tender of Court-ordered Monies

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

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

D. Access to Contractor Records

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

E. Scope of Services to Probationers by Contractors

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

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

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

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

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

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

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

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

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

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

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

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

**OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY**

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

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

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

**G. Access to Criminal Histories**

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

**H. Notice of Court Sessions**

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

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

**I. Court Facilities**

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

TERM

J. Period of Service.

Contractor shall commence performance on the date signed. This Agreement shall renew annually on the date signed for a term of 5 years unless either party gives notice in writing of its intent to terminate no later than thirty (30) days before the expiration of the term then current. Notwithstanding any other provision herein, Effingham County may terminate this agreement with or without cause upon thirty (30) days notice to the State Court of Effingham County, Georgia.

K. Termination

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

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

L. Insurance

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

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

DEFAULT

N. Deficiency in Service by Contractor

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

MISCELLANEOUS

O. Time is of the Essence of this Agreement.

P. Compliance with the Law.

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

Q. Entire Agreement

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

R. Binding Agreement

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

S. Assignment.

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

T. Notice.

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

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

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

Court: State Court of Effingham County, Georgia
Attn: Stephen R. Yekel
700 North Pine Street, Suite 238
Springfield, GA 31329
Phone: 912-754-2117
IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE 21ST DAY OF JULY, 2022.

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<tr>
<th>PROBATION SERVICES CONTRACTOR</th>
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<tr>
<td>By: Bonnie Saxon</td>
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</tr>
<tr>
<td>Name: Bonnie Saxon</td>
<td>Judge, Stephen R. Yekel</td>
</tr>
<tr>
<td>Title: Chief Probation Officer</td>
<td>Effingham County State Court</td>
</tr>
</tbody>
</table>

Approved By:

<table>
<thead>
<tr>
<th>EFFINGHAM COUNTY BOARD OF COMMISSIONERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ___________________________</td>
</tr>
<tr>
<td>Name: _______________________________</td>
</tr>
<tr>
<td>Title: ______________________________</td>
</tr>
<tr>
<td>Attested by: _________________________</td>
</tr>
<tr>
<td>Name: Stephanie Johnson</td>
</tr>
<tr>
<td>Title: Clerk of Board of Commissioners</td>
</tr>
</tbody>
</table>
Staff Report

Subject: Petco Foundation Animal Welfare Grant
Author: Mark W. Barnes, Finance Director
Department: Finance
Meeting Date: 8/2/22

Item Description: Consideration to submit a grant application to Petco Foundation Animal Welfare Grant Program.

Summary Recommendation:
Staff is requesting approval to submit a grant application to the Petco Foundation Animal Welfare Grant Program.

Executive Summary:
The Petco Foundation uses the Animal Welfare grant funds to invest in lifesaving efforts for sheltering and adoptions, and supports organizations that continually endeavor to achieve a high standard of doing more and are determined to save as many lives as possible. Effingham County Animal Shelter is one of those organizations. The funds will be used for necessary medical treatment for sheltered animals, subsidy for qualifying citizens and for trap-neuter-return cats. This grant will enable Effingham County Animal Shelter to continue its mission of promoting responsible animal ownership, preventing the spread of animal disease, protecting the public from dangerous animals, and protecting animals from dangerous humans.

Background:
1. Effingham County Animal Shelter is requesting $17,500.
2. The grant is competitive.
3. No cost share requirement.
4. Application deadline is August 30, 2022.

Alternatives for Commission to Consider:
1. Approve Petco Foundation grant application submittal.
2. Do not approve Petco Foundation grant application submittal.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve Petco Foundation grant application submittal.

Other Alternatives:
N/A
Department Review: (list departments)
Finance, Animal Shelter

Funding Source:
No cost share requirement

Attachments:
Petco Foundation Grant Information
Grant Application Instructions
For Animal Welfare Organizations Performing Sheltering and Adoptions

Thank you for all you do to help animals in your community. Completing the Petco Foundation application is the required initial step for the Foundation to consider making an investment in your organization to support your lifesaving efforts. As our application or application process may have changed since you’ve last applied, please carefully read the information below prior to completing an application. Completion of our application accurately and in accordance with these instructions is necessary to be considered for funding.

QUALIFICATIONS
Organization Type: All applicants are evaluated based on organization type instead of by type of project or program. It is important that you read the organization type definitions carefully prior to filling out an application and that you select the correct category for your organization. The three organization types below are eligible to apply during the Animal Welfare Organizations grant cycle:

➢ Non-profit organization that is primarily a foster-based rescue.
  o 501c3 nonprofit organizations performing adoptions of companion animals; and
  o A primary service of your organization is temporarily caring for animals in need for the purpose of finding them new homes.

➢ Nonprofit or municipal agency that is responsible for animal control sheltering (legally or contractually obligated to accept stray dogs or cats).
  o Municipal or other governmental agency, department or division providing animal control sheltering per local ordinance as well as other services, including adoptions; OR
  o 501c3 nonprofit organizations legally or contractually obligated to accept stray dogs or cats from 1 or more municipalities in addition performing adoptions and other services.

➢ Nonprofit, SPCA, or Humane Society that operates a shelter and performs adoptions.
  o 501c3 nonprofit organizations performing sheltering and adoptions of companion animals; and
  o A primary service of your organization is temporarily caring for animals in need for the purpose of finding them new homes; and
  o You operate out of a sheltering facility.
  o Organizations applying under this application may also perform significant other functions like spay/neuter surgeries and veterinary clinic services in addition to the primary service of placing animals up for adoption.
  o IMPORTANT: If your organization is legally or contractually obligated to accept stray dogs or cats from 1 or more municipalities in addition performing adoptions and other services, please select the organization type: Nonprofit or municipal agency that is responsible for animal control sheltering (legally or contractually obligated to accept stray dogs or cats)
For the organization types listed above:

✓ There is one grant cycle available during each year.
✓ Applicants may submit one proposal per grant cycle.
✓ For organizations receiving multi-year funding, all installment payments must have been completed before submitting a new application.
✓ For organizations that have received funding in the past, all outstanding grant reports must be completed before submitting a new application.
✓ ALL organizations must also submit their Annual Partnership Report* with their animal data for the previous year along with their most recent financial information. *Grant applications received from organizations who have not also submitted their Annual Partnership Report will be automatically declined.
✓ The person submitting the application must be an authorized representative of such organization. If you are a “Friends of” organization, we recommend you work with the primary animal intake organization and assist them in completing the application.

If your organization is primarily one of the types listed below, please do not fill out an application at this time.

✓ Spay/neuter clinics
✓ Community cat support and TNR organizations
✓ Service and therapy animal organizations
✓ Community pet support organizations
✓ Pet food bank
✓ Sanctuaries (no application is currently available)
✓ “Friends of” organizations (no application is currently available)
✓ Organizations unrelated to the animal welfare field (no application is currently available)

APPLICATION INSTRUCTIONS

As one of the nation’s largest funders of animal welfare causes, the Petco Foundation seeks to support organizations that continually endeavor to achieve a high standard of doing more and are determined to save as many lives as possible with our lifesaving investments. Decisions are not made, and funding is not allocated by purpose of funding or program type. We believe that leaders of effective organizations are best positioned to determine the animal needs in their communities and that each community’s needs may vary. Consequently, when reviewing your funding request, we are assessing your organization’s past effectiveness, as well as the likelihood that our investment will make a positive impact on saving animals’ lives in the future.

ORGANIZATION INFORMATION

Please select your primary contact for the application from the drop-down menu and also the primary signatory, who is typically your executive officer. Most organizations do not have a fiscal organization, but if you do you may indicate “Yes” here, and we will follow up with you for additional information.

Hint: We encourage you to save the application form often since the system does not auto save. You also have the option to save the form and return to it later.

INFORMATION VERIFICATION

- Please review the “Organization Information” in the Partner Portal for your organization and provide updates, if applicable. You may need to submit additional information and/or forms if the information needs to be updated. Additional details will be provided on the application.
  o Please select your organization type. (Refer to the descriptions on page 1 of this document.)
o Is your Executive Officer correctly listed? (If your executive officer has changed, you may enter new information on the application.)

o Is your Mailing address correctly listed? (If your mailing address has changed, you will need to complete the Organization Update form available from the menu under Applications & Forms.)

o Has your organization submitted your 2018 Annual Partnership Report?

o Did your organization have a yearly intake of 250 or more animals in the previous year?
  o If no, is your organization an active Petco adoption partner?

Organizations with yearly intake of less than 250 animals who are NOT Petco adoption partners are not eligible at this time to apply for this grant investment opportunity. Please consider becoming a partner by completing the "New Adoption Partner" application available under Applications & Forms.

REQUEST DETAILS

- **Suggested Amount:** Please provide a suggested grant investment amount. Keep in mind that any potential investment is based on our evaluation of the organization and may differ from your suggested amount (either higher or lower). The Petco Foundation uses the information provided in your Annual Partnership Report and Application to evaluate your organization's effectiveness and efficiency against your peers.

  o **NOTE:** Investments of $100,000 or more are considered **Lifesaving Impact Awards***. Your organization must shelter a minimum of 2,500 animals in order to qualify of an award of this size.

*Please see the last page of this instruction document to learn more about Lifesaving Impact Awards.*

- **Use of investment:** Please describe how an investment of this amount will help your organization achieve its lifesaving goals and objectives. Provide specific details directly related to the amount of the investment that you are requesting.

Your description should focus on increasing positive outcomes, decreasing intake and/or providing care to community owned animals in need. The Petco Foundation prefers to fund requests where our investment will increase lifesaving programs and not merely fund programs that continue the status quo.

Requests from municipal or government organizations should be focused on increasing lifesaving efforts, which could be programs and resources needed to increase adoptions, return to owners, etc. The Petco Foundation grant investments may not be utilized to meet the needs of or subsidize government obligations to care for the animals in their communities.

For sponsorship requests, details should include information about your event, including the date, number of attendees, number of adoptions, recognition of the Petco Foundation, and other pertinent details. Please be advised that we are unable to supply product, coupons, volunteers, personnel support, and event attendees.

- **Additional information:** Please provide other important information that may be relevant or important to our consideration of your request. Attachments may be added in the Attachments and Certifications section.

TRANSFER PARTNERSHIPS

- Did your organization transfer in animals from shelters other than your local shelter in the last calendar year?
  o If yes, please provide the name of shelter(s), city & state, and number of animals transferred.
**LOST & FOUND**

- In your opinion, what are the top tools your community utilizes to help lost pets find their way home? (choose up to three)
- Do you believe we must do better in helping lost pets find their way back to their owners?
- Are existing tools sufficient to help owners find their lost pets or finders of lost pets find the pets owner?
- Do you believe that a national lost and found database to reunite pets with their owners, utilizing pet facial recognition technology together with a location search would serve to improve return to owner rates and/or decrease the number of stray pets entering the local animal control shelter?
- With the elimination by shelters of breed descriptions, do you believe a pet adoption search utilizing photos to search pets similar would be helpful to shelters and/or adopters?

**PARTNERSHIP & RECOGNITION**

Your recognition of the Petco Foundation within your community encourages Petco customers to feel confident in making a donation to the Petco Foundation at the register when they shop. This fundraising in small amounts (on average just under $2 per transaction) helps support the Foundation's grant investments program in a way that does not diminish your own fundraising efforts. It's incredible that simply by collecting these small contributions we are able to provide more than $30 million in investment support each year.

The Petco Foundation makes these investments (grants) to achieve our mutual objective of saving lives. Our support is generally not restricted to a specific program but instead supportive of any purpose that achieves that goal. And while you can use the funds for any lifesaving purpose, our preference is for recognition to be associated with pet adoption, transports or foster care.

**Recognition:**

- Are you willing to work with the Petco Foundation, Petco, and any other corporate partner or organization designated by the Petco Foundation to recognize and promote this award?
- If granted, please describe how you will recognize this award from the Petco Foundation:

  *We will provide a toolkit for recommended recognition such as a press release, social post, etc. and we ask that you provide us with any OTHER ways you might recognize an investment made in your organization in the text box provided.*

**Relationship:**

- Describe your relationship with the Petco Foundation and/or Petco stores, if applicable.

*Although having a relationship with Petco stores is not required in order to receive a grant investment, it is strongly encouraged.*

**DOCUMENTS & ATTACHMENTS**

Submission of your request requires the following documents be uploaded in this section. Click the headings for uploading instructions. *Please read the documents required information carefully as failure to upload required documents will result in your application being denied.*

**Documents Required:** Certain financial documents must be attached to this application based on the type of organization:

- **Non-profit organizations:**
  - IRS Form 990 excluding schedules (if you are required to file a 990)
  - If you do not file an IRS Form 990 (or file the 990 postcard), please provide financial statements or other financial information to detail your revenue and expenses.
• Municipal/Governmental agencies:
  o Animal welfare department or divisional budget (not your entire municipal budget)

Optional documents: Other documents commonly associated with requests may include capital campaign materials, sponsorship information, photos or other items. If you are a qualified organization and applying for a Lifesaving Impact Award, please upload required document here *(see last page for additional information on Lifesaving Impact Awards)*. Please limit other documents to those critical to your request.

Document uploading instructions

To attach a document, select the blue plus sign in the circle, then “Add files”. Locate the document on your computer and double click. Please select the appropriate description for the document from the drop-down menu and select “Start upload”. Once the status shows 100%, close the box by selecting the “X” in the upper right-hand corner and you will see your document in the box titled “Documents”.

CERTIFICATION:

Please review all certifications carefully and have your executive officer review the grant request PRIOR to submission.

- I certify that the leader of the organization (CEO/Executive Director/President or similar title) has reviewed this application and the accompanying Annual Partnership Report that is a part of this application.
- I certify that I am an officer or authorized representative of the organization submitting this application and that all information on this grant application is true and correct in all material respects.
- I agree that any funds granted will be utilized specifically to accomplish lifesaving objectives.
- I agree on behalf of the organization that as a partner of the Petco Foundation any public messaging that includes information about the Petco Foundation shall promote a positive message about helping animals and saving lives.
- I agree on behalf of the organization that its representatives shall not disparage or speak negatively or take any action intended, or which would reasonably be expected, to harm the Petco Foundation or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Petco Foundation.
- I certify and agree that any and all information submitted is not considered confidential, will become the property of the Petco Foundation, and that the Petco Foundation may use such information as it deems appropriate in its sole discretion.
- **If you cannot agree to these conditions, you may not submit this grant application.**

Submitting your application

After you select “Save” at the bottom, the “Submit” button will appear and you will have the option to “Submit” your request. It is very important to assure that you have submitted the application when finished. You will receive a submission verification email from our Partner Portal. If you did not receive the email, please check your spam folder. Also, you may check your application status from the menu, under REQUESTS. If your request is found under “Pending Requests”, it has not been submitted. Every year we have a few applications that are saved in our system, but not submitted. Unfortunately, these applications will NOT be reviewed or considered for funding.

Questions may be referred to: petcofoundation@petcofoundation.org
LIFESAVING IMPACT AWARD REQUIREMENTS

If your organization serves a significant number of animals (at least 2,500 annual intake), you may apply for a lifesaving impact award. Lifesaving impact awards are grants of $100,000 or more and/or multi-year awards. Lifesaving impact awards are very limited and the process to request such award is more extensive. The amount of such award that your organization is seeking should be directly related to the number of animals that your organization serves, the percentage impact that our investment will make on your lifesaving efforts and many other factors.

Finalists for lifesaving impact awards may be required to submit additional information to the Foundation or participate in interviews prior to a decision being rendered. Lifesaving impact awards may be submitted for any purpose provided that your lifesaving impact award is expected to result in an increase in your lifesaving percentage or other significant positive impact for the animals of your community.

*Lifesaving impact awards requests may be submitted for any lifesaving purpose.* With a request for a lifesaving impact award you are required to submit a detailed plan to increase the lifesaving rate in your community, and describe how our investment will assist in such efforts.

You plan should describe your organization’s overall programs and why you are seeking an award. Your plan should also provide the history of your organization’s efforts to save animals, the current state of animal welfare in your community, the purpose for our investment, and how this investment will increase your future lifesaving efforts, including your specific goals and strategies.

Summary – you may apply for a lifesaving impact award if you:

➢ Are eligible to apply for funding based on the QUALIFICATIONS section at the beginning of this document
➢ Have an intake of at least 2,500 animals annually
➢ Have a detailed plan including the history and future of your organization & community’s lifesaving progress
Staff Report

Subject: Granting an Utility Easement Agreement – Georgia Power at 295 Stagecoach Ave. (Sandhill Park at Sandhill Elementary)

Author: Eric Larson, Asst. County Manager

Department: County Engineering

Meeting Date: August 2, 2022

Item Description: Approve an utility easement agreement with Georgia Power to serve Sandhill Elementary School.

Summary Recommendation:
The expansion of Sandhill Elementary school prompted the need for a fire pump to be located on the property adjacent to the Sandhill Park. Georgia Power needs to extend service across the park to serve the pump station. The line will be underground.

Executive Summary/Background:
- Due to the urgent need to install the service line, the Board of Commissioners approved a Right of Entry letter on July 19, 2022.

Alternatives for Commission to Consider
1 - Approve the utility easement with Georgia Power for a service line on Sandhill Park for Sandhill Elementary.
2 – Take no action – request further information.
3 – Deny. Existing ROE stays in effect.

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: Engineering, Legal

Funding Source: No funding requested.

Attachments: 1. Draft easement agreement.
Underground Distribution Construction Agreement

PROJECT / CUSTOMER: EFFINGHAM REC. DEPARTMENT- SAND HILL
ELEMENTARY FIRE PUMP (EFFINGHAM COUNTY)
DISTRIBUTION LINE

LOCATION:
GUYTON, GEORGIA

DEVELOPER/CUSTOMER: EFFINGHAM COUNTY BOARD OF COMMISSIONERS

AREA OF CONSTRUCTION: EXHIBIT A

Customer / Developer does hereby attest that the above referenced area of construction in which underground electric distribution facilities are to be installed is clear of all obstructions; that all property lines, where required, are clearly marked and that the area is finished to a grade which shall not change more than three (3+) inches of the final grade.

Georgia Power Company, its employees, and contractors working on this project are hereby released from all claims due to damage of underground facilities that have not been located in the field and that are not covered by the “Utilities Protection Act of Georgia”.

Customer / Developer does hereby agree to bear any and all costs to alter the installed underground electric distribution facilities as a result of grade changes or Developer design changes.

Customer / Developer shall be responsible for providing Georgia Power Company a clear unpaved route where underground electric distribution facilities can be installed. If this area is paved and conduit has not been installed, before Georgia Power Company facilities are installed the Developer shall be responsible for opening and re-paving the area required by Georgia Power Company.

Customer / Developer shall be responsible to communicate with contractors and subcontractors warning them of underground electric distribution facilities in the area and for notifying the Georgia Power Company by calling the Utilities Protection Center at GA 811 at least three (3) working days in advance to locate underground electric distribution facilities before digging or grading in the vicinity of installed underground electrical facilities. If Georgia Power Company is not notified, and the underground electric distribution facilities are damaged, then the Developer shall bear the cost of repairs.

Should underground electric distribution facilities become damaged in any way, Customer / Developer will notify the Georgia Power Company at phone #1-888-660-5890 and the Utilities Protection Center at GA 811.

Developer will establish and maintain the appropriate clearances for the transformer(s) on this site per Georgia Power Company Distribution Specification GUK-00.5003, dated 2/7/07. Electric service will not be provided until this specification is satisfied.

Georgia Power Company is not responsible for any damages to locks, gates, fences, walls, vehicles, equipment, trees, landscaping, sidewalks, or any other items that inhibit Georgia Power’s access to the poles, cables, transformers, metering, or other equipment serving this site. This includes routine or emergency access of all equipment and personnel.

APPROVED: ___________________________ DATE: ________________

PRINT NAME / TITLE / COMPANY: __________________________________________
STATE OF GEORGIA  
EFFINGHAM COUNTY

UNDERGROUND EASEMENT

For and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the “Company”), the receipt and sufficiency of which are hereby acknowledged, EFFINGHAM COUNTY, GEORGIA (the “Undersigned”, which term shall include heirs, successors and/or assigns), whose mailing Address is 295 STAGECOACH AVENUE, GUYTON, GEORGIA 31312, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The “Property” is defined as that certain tract of land owned by the Undersigned at 295 STAGECOACH AVENUE, GUYTON, GEORGIA 31312 (Tax Parcel ID No. 03000037) in the 1559 GMD (Georgia Militia District) of Effingham County, Georgia.

The “Easement Area” is defined as any portion of the Property located (a) within ten (10) feet of the centerline of the underground distribution line(s) as installed in the approximate location(s) shown on “Exhibit A” attached hereto and made a part hereof, and (b) within ten (10) feet from each side of any related above-ground equipment and facilities, including without limitations cubicles, transformers and service pedestals, as installed in the approximate location(s) shown in “Exhibit A”.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with wires,
transformers, service pedestals, manholes, conduits, cables and other necessary apparatus, fixtures and appliances; the right to stretch communication or other lines of any other company or person under the Easement Area; the right to assign this Underground Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]
IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this __________ day of _____________________, ________.

Signed, sealed and delivered in the presence of:

________________________________________________________________________
Witness

________________________________________________________________________
Notary Public

EFFINGHAM COUNTY, GEORGIA

By: _____________________________ (SEAL)
Name:
Title:

Attest: ___________________________ (SEAL)
Name:
Title:

[CORPORATE SEAL]
To Whom It May Concern:

Attached is an easement for your review. To ensure accuracy as to Georgia Power’s requirements, I have checked the appropriate signature type which states the required signature(s) and title:

- **Who Can Sign AND Their Title**
  - ☐ Individual: Name **EXACTLY** as it appears on deed (i.e. Name on Deed: Jane Ann Doe Signed: Jane Ann Doe NOT Jane A. Doe)
  - ☒ Corporation (Inc.): (1) Corporate officer AND Corporate Seal; or (2) Corporate officers & No Corporate Seal; or (2) Corporate officers AND Corporate Seal
  - ☐ Limited Liability Company (LLC): Managing Member, Member and/or Manager (Please choose appropriate Title)
  - ☐ Limited Partnership (LP)
  - ☐ Limited Liability Partnership (LLLP): General Partner and/or Partner (Please choose appropriate Title)
  - ☐ Sole Proprietorship: Individual and d/b/a the name of business
  - ☐ Churches (as Corporations): (1) Corporate officer AND Corporate Seal; or (2) Corporate officers & No Corporate Seal; or (2) Corporate officers AND Corporate Seal
  - ☐ Churches (as Other): Refer to bylaws, governing body such as Trustees or Deacons or Pastor
  - ☐ Subdivision/Condo Association: Developer or President or CEO of Developer’s Name of Company
  - ☐ Subdivision/Condo Association: Association’s Corporate Name and Officers (refer to Restrictive Covenants for officers)
  - ☐ Schools: (2) Board Members/Chairs or (1) Board Member/Chair AND Corporate Seal

**ADDITIONAL SIGNATURES & SEALS REQUIRED:**

- ☒ Witness by 3rd Party *Please note this cannot be an “Unofficial” witness and MUST be signed at the same time as the notary and owner
- ☒ Notary Public Signature AND Seal/Stamp

Once the easement is executed with the required signature(s) along with a witness(s) signature and notary signature & seal/stamp, please contact me at the telephone number or email below. I will be happy to arrange to pick it up from your or you are welcome to mail it to the address below. Thank you for your assistance. I look forward to hearing from you soon.

Best,

Salena Bussie
904-947-2888
X2sbusi@southernco.com
1117 Scott Street
Savannah, GA 31405
Parcel 001
DRAWING NOT TO SCALE

EFFINGHAM COUNTY, GEORGIA
295 STAGECOACH AVENUE
Tax Parcel # 03000037

300 Stagecoach Road
Tax Parcel # 03000037A00

Proposed GPC pole
Proposed GPC riser
Proposed GPC transformer/cabinet
Proposed GPC underground distribution line

Acknowledge Receipt:

Item IX. 3.
July 19, 2022

Georgia Power Company
Mr. Mike Gresham, Engineering Department
149 Power Company Road
Springfield, Georgia 31329

Re: Right of Entry to 295 Stagecoach Avenue, Guyton

Dear Mr. Gresham:

This letter does hereby grant Georgia Power Company (GPC) Temporary Easement rights to install facilities as per GPC DWO# GP531E04422 for service to the Sand Hill Elementary School Fire Pump at 199 Stage Coach Ave.

Additionally, Effingham County does hereby agree to grant GPC a permanent easement within sixty (60) days of the date of this letter.

If there are any questions you may contact us at the phone number listed below.

Sincerely,

Wesley M. Corbitt
Chairman
Memo

To: Tim Callanan, County Administrator
From: Tasheena Shiggs
Date: August 2, 2022
Re: Sanitation Releases

These properties meet the requirements for release. These properties will be checked periodically in the future to ensure that they still meet the release requirements. If at any time they fail to meet the release requirements, the Sanitation Special Tax will be added back to the property tax bill.

<table>
<thead>
<tr>
<th>Name</th>
<th>Property Address</th>
<th>Parcel #</th>
<th>Reason for Request</th>
<th>Release Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  Marc &amp; Shannon Schnobrich</td>
<td>5779 HWY 21 S</td>
<td>0465A-005</td>
<td>Never had a set of carts</td>
<td>$ 630.00</td>
</tr>
<tr>
<td>2  Rachel Jones</td>
<td>488 &amp; 484 Shearwood Rd</td>
<td>02210005-A00</td>
<td>Structure is not a permanent residence</td>
<td>$ 430.00</td>
</tr>
<tr>
<td>3  Nell Jean Holland Stokes</td>
<td>2270 Old River Rd</td>
<td>3320014</td>
<td>Structure is not a permanent residence</td>
<td>$ 430.00</td>
</tr>
<tr>
<td>4  Barbara E. Huncke</td>
<td>147 Honeyridge Rd</td>
<td>0296A-016</td>
<td>Structure is deteriorating condition and not fit for</td>
<td>$ 215.00</td>
</tr>
<tr>
<td>5  Jonathan Bruner</td>
<td>2143 Central Ave</td>
<td>0297B-038</td>
<td>Removal of second trash can</td>
<td>$ 215.00</td>
</tr>
<tr>
<td>6  David Redick</td>
<td>131 Silverwood Commercial Dr</td>
<td>0465A-007</td>
<td>Never had Sanitation services since 2006</td>
<td>$ 645.00</td>
</tr>
<tr>
<td>7  Johnny Duncan Sr</td>
<td>1725 Clyo-Kildare Rd</td>
<td>03810-035</td>
<td>Structure is not a permanent residence</td>
<td>$ 215.00</td>
</tr>
<tr>
<td>8  Darlene Bashlor</td>
<td>404 Clark rd</td>
<td>0235A-005</td>
<td>Structure is deteriorating condition and not fit for</td>
<td>$ 415.00</td>
</tr>
<tr>
<td>9  Moses Taylor</td>
<td>106 Lexington Ave</td>
<td>0447B-014</td>
<td>Structure is deteriorating condition and not fit for</td>
<td>$ 215.00</td>
</tr>
<tr>
<td>10 Robin Smith</td>
<td>343 Peral Davis Rd</td>
<td>02890-009</td>
<td>Structure is deteriorating condition and not fit for</td>
<td>$ 645.00</td>
</tr>
<tr>
<td>11 Jeanette Hodges</td>
<td>1630 Sandhill Rd</td>
<td>029A-008</td>
<td>Structure is not a permanent residence</td>
<td>$ 630.00</td>
</tr>
</tbody>
</table>

If you have any questions please contact the Effingham County Sanitation Department (912) 754-4668 Ext 0
Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services
Applications for Release from the Special Tax Assessment

Map and Parcel #: 0465 A 005 and

Property Owner's Name: MARCS & SHANNON L SCHNOBRICH

Property Address Being Released:
5779 HWY 21 S RINCON GA 31326

Mailing Address:
P.O. BOX 752 RINCON GA 31326

Name of Contact Person: MARCS SCHNOBRICH

Phone Number: 843-384-6128 Additional Number: 912-826-4490

Check One:
☐ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☐ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the special tax assessment:

Release and/or Refund Amount Requested:

<table>
<thead>
<tr>
<th>Year</th>
<th>Tax Bill #</th>
<th>Amount Requested</th>
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An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service within 30 days should my property no longer qualify for the special tax assessment release.

Marc Schnobrick

Person Requesting Release (please print) Signature of Person requesting Release

Fire & Rescue Director: [ ] Approve [ ] Disapprove By: Date: 6-17-22
Tax Assessor: [ ] Approve [ ] Disapprove By: Date: 6-23-22
Tax Commissioner: [ ] Approve [ ] Disapprove By: Date: 6-23-22
Board of Commissioners: [ ] Approve [ ] Disapprove Amount: $
Commissioner Chairman Signature: Date:

RECEIVED BY: DATE: 6/27/21
Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services
Applications for Release from the Special Tax Assessment

Map and Parcel #: 20210005 and
Property Owner's Name: Jones Rachel, Polkman Parnell, Jackson Harriet, Daniels Christra
Property Address Being Released: 4889 Shearwood Rd
Glynn, GA 3154
Mailing Address: 1598 Goshen Rd, Apt 13
Augusta, GA 30906
Name of Contact Person: Rachel Jones
Phone Number: 706 410 5785 Additional Number:
Check One:
☐ Structure is in deteriorating condition and not fit for habitation
☒ Structure is not a permanent residence
☐ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the special tax assessment. No one lived at address for years, predominantly land only, had recent review at Board of Equalization Hearing.

Release and/or Refund Amount Requested:

Year: 2021 Tax Bill #: _______ Amount Requested: $215.00 to be removed.
Year: 2020 Tax Bill #: _______ Amount Requested: $215.00
Year: 2019 Tax Bill #: _______ Amount Requested: $215.00

An incomplete application without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service within 30 days should my property no longer qualify for the special tax assessment release.

Rachel Jones
Person Requesting Release (please print)  Signature of Person requesting Release

Fire & Rescue Director: [☐] Approve [☐] Disapprove By: ______________________ Date: 6-17-22
Tax Assessor: [☐] Approve [☐] Disapprove By: ______________________ Date: 6-17-22
Tax Commissioner: [☐] Approve [☐] Disapprove By: ______________________ Date: 6-23-22
Board of Commissioners: [☐] Approve [☐] Disapprove Amount: $______ Date: ______________________
Commissioner Chairman Signature: ______________________

Received By: ______________________ Date: 10/20/21
Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services

Applications for Release from the Special Tax Assessment

Map and Parcel #: 03320014 and ______________
Property Owner’s Name: Nell Jean Holland Stokes
Property Address Being Released: 2270 Old River Rd
Blowindale GA 31301
Mailing Address: P.O. Box 145
Meldrim GA 31314
Name of Contact Person: Rosemary Stokes
Phone Number: 912-659-3209 Additional Number: 

Check One:
☐ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☐ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the special tax assessment: No trash cans. No trash pick up because no one has ever lived on this property.

Release and/or Refund Amount Requested:
Year: 2018 Tax Bill #: __________ Amount Requested $ __________
Year: 2019 Tax Bill #: __________ Amount Requested $ __________
Year: 2020 Tax Bill #: __________ Amount Requested $ __________

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service within 30 days should my property no longer qualify for the special tax assessment release.

Rosemary Stokes
Person Requesting Release (please print)

Signature of Person requesting Release

Fire & Rescue Director: ☐ Approve ☐ Disapprove By: __________________________ Date: 6-17-22
Tax Assessor: ☐ Approve ☐ Disapprove By: __________________________ Date: 6-17-22
Tax Commissioner: ☐ Approve ☐ Disapprove By: __________________________ Date: 6-33-22
Board of Commissioners: ☐ Approve ☐ Disapprove Amount: $ __________
Commissioner Chairman Signature: __________________________ Date: __________________________

RECEIVED BY: __________________________ DATE: 10/26/21
Official Tax Matter - 2021 Tax Year

This correspondence constitutes an official notice of ad valorem assessment for the tax year shown above.

Assessment Notice Date: 7/29/2021

Last date to file a written continuation of appeal: 8/27/2021

*** This is not a tax bill - Do not send payment. ***

County property records are available online at: gspubnet/ga/effingham/

The Board of Assessors has reviewed your appeal of the valuation or denial in question and has made adjustments in the current year assessment. The adjusted current year assessment is indicated in 'BOX B' of this notice. You have the right to continue your appeal to the previously selected appellant entity by filing a written request for appeal continuation, to the County Board of Assessors at the address shown above, no later than the date shown above as the 'Last date to file written continuation of appeal'.

All documents and records used to determine the current value are available upon request. For further information regarding this assessment and filing a continuation of the appeal, you may contact the county Board of Tax Assessors which is located at 901 N. Pine St. Suite 100 Springfield, GA 31329 and which may be contacted by telephone at: (912) 754-2125.

Your appraisal staff contacts are Neal Groover and Jennifer Keyes

If you are satisfied with the adjusted value on this notice, no action is required. The amount of your final ad valorem tax bill for the tax year shown will be based on the adjusted values specified in this notice.

Additional information on the appeal process may be obtained at http://dor.georgia.gov/property-tax-real-and-personal-property

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REASONS FOR ASSESSMENT NOTICE

- C2 299C Expired Appeal Value Removed [YEC]
- 50 LAND VALUE ADJUSTED TO REFLECT CURRENT MARKET
- 59 CHANGE ON APPEAL FILED THIS YEAR ON PROPERTY

The estimate of your ad valorem tax bill for the current year is based on the previous or most applicable year's millage rate and the fair market value contained in this notice. The actual tax bill you receive may be more or less than this estimate. This estimate may not include all eligible exemptions.

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Total Estimated Tax 4,857.25
Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services
Applications for Release from the Special Tax Assessment

Map and Parcel #: 02960 and 0160
Property Owner’s Name: Barbara E. Huncke
Property Address Being Released: 147 Honeyridge Rd

Mailing Address: 1930 Central Ave.
Name of Contact Person: Barbara E. Huncke
Phone Number: 912-433-4301 Additional Number: 912-772-5305

Check One:
☐ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☐ Removal of second trash can
Briefly describe the reason for requesting reimbursement for all or part of the special tax assessment: House is abandoned, uninhabitable

Release and/or Refund Amount Requested:
Year: 2021 Tax Bill #: 2021-13453 Amount Requested $ 215.00
Year: ______ Tax Bill #: ________ Amount Requested $ ________
Year: ______ Tax Bill #: ________ Amount Requested $ ________

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service within 30 days should my property no longer qualify for the special tax assessment release.

Barbara E. Huncke
Person Requesting Release (please print)

Barbara E. Huncke
Signature of Person requesting Release

Fire & Rescue Director: ☐ Approve ☐ Disapprove By: [Signature] Date: 6-17-22
Tax Assessor: ☐ Approve ☐ Disapprove By: [Signature] Date: 6-17-22
Tax Commissioner: ☐ Approve ☐ Disapprove By: [Signature] Date: 6-23-22
Board of Commissioners: ☐ Approve ☐ Disapprove Amount: $ ________
Commissioner Chairman Signature: ____________________________ Date: ______________________

RECEIVED BY: ____________________ DATE: ____________________
Terms and Conditions for Release of the Special Tax Assessment for Fire Services Applications for Release from the Special Tax Assessment

Map and Parcel #: __________ and Property Owner’s Name: Jonathan Bruner
Property Address Being Released: 2143 Central Ave Guyton Ga 31312

Mailing Address: ______________

Name of Contact Person: Jonathan Bruner Phone Number: 912-856-4587 Additional Number: ______________
Check One:
☐ No structure on property or structure was removed from property
☒ One structure on property
Briefly describe the reason for requesting reimbursement for all or part of the special tax assessment. ______________

Release and/or Refund Amount Requested:
Year: 2021 Tax Bill #: 2021-3460 Amount Requested $ 215.00
Year: ______ Tax Bill #: ______ Amount Requested $ ______
Year: ______ Tax Bill #: ______ Amount Requested $ ______

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative fire service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Department of Fire and Rescue and apply for fire service within 30 days should my property no longer qualify for the special tax assessment release.

Jonathan Bruner
Person Requesting Release (please print) Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: __________________ Date: 6-17-22
Tax Assessor: ☐ Approve ☒ Disapprove By: __________________ Date: 6-17-22
Tax Commissioner: ☐ Approve ☒ Disapprove By: __________________ Date: 6-23-22
Board of Commissioners: ☐ Approve ☐ Disapprove Amount: $ __________________
Commissioner Chairman Signature: __________________ Date: __________________

RECEIVED BY: __________________ DATE: __________________
2021 Property Tax Statement
Linda McDaniel
Effingham County Tax Commissioner
PO BOX 787
SPRINGFIELD, GA 31329

RETURN SERVICE REQUESTED

MAKE CHECK OR MONEY ORDER PAYABLE TO:
Effingham County Tax Commissioner

The Effingham County Tax Commissioner’s office is located at the rear entrance of the Historic Effingham County Courthouse at 901 N. Pine Street in downtown Springfield.

Please note, your tax commissioner does not set values or millage rates. The role of the tax commissioner is to collect taxes.

Pay your taxes online at effinghamtax.com or by telephone at 1-888-546-3982. Please be aware there is a convenience fee charged by the provider.

RETURN THIS PORTION WITH PAYMENT
(Interest will be added monthly if not paid by due date)

Linda McDaniel
Effingham County Tax Commissioner
PO BOX 787
SPRINGFIELD, GA 31329

Phone: (912) 754-2121 Fax: (912) 754-8411

Tax Payer: BRUNER JONATHAN K
Map Code: 0297-038-000 REAL
Description: 2.18 AC
Location: 2143 CENTRAL AVE
Bill No: 2021-3460
District: 001 EFFINGHAM COUNTY

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Effingham County provides flood information and insurance requirements upon request for properties in the Unincorporated County at no cost. Such information includes Special Flood Hazard Areas, copies of elevation certificates, and additional flood insurance data such as FIRM zones and base flood elevations. Contact Development Services at 904 N. Pine Street or call (912) 754-8063. More information is available at http://www.effinghamcounty.org/295/Water-Resources.
Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services
Applications for Release from the Special Tax Assessment

Map and Parcel #: 0415A007 Doc
Property Owner's Name: DAVID REDICK
Property Address Being Released:
131 SILVERWOOD COMMERCIAL DR
SUITE 400
RINCON GA 31326

Name of Contact Person: DAVID REDICK
Phone Number: 912-441-8336 Additional Number:

Check One:
☐ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☐ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the special tax assessment:

Please remove tax from future tax bill.

Release and/or Refund Amount Requested:


An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service within 30 days should my property no longer qualify for the special tax assessment release.

DAVID W. REDICK
Person Requesting Release (please print)

Signature of Person requesting Release

Fire & Rescue Director: ☐ Approve ☐ Disapprove By: Date: 6-17-22
Tax Assessor: ☐ Approve ☐ Disapprove By: Date: 6/17/22
Tax Commissioner: ☐ Approve ☐ Disapprove By: Date: 6-30-22
Board of Commissioners: ☐ Approve ☐ Disapprove Amount: $ 
Commissioner Chairman Signature: Date:

RECEIVED BY: DATE:
Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services
Applications for Release from the Special Tax Assessment

Map and Parcel #: 03810-035
Property Owner’s Name: Johnny Duncan Sr.
Property Address Being Released: 1725 Clyo Kildear Rd

Mailing Address: 1719 Clyo Kildear Rd Clyo Ga 31303

Name of Contact Person: Mr Duncan
Phone Number: __________________ Additional Number: __________________

Check One:
☐ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
Briefly describe the reason for requesting reimbursement for all or part of the special tax assessment: Home has been vacant for 2 years

Release and/or Refund Amount Requested:
Year: 2021 Tax Bill #: _______ Amount Requested $ 215
Year: _______ Tax Bill #: _______ Amount Requested $ _______
Year: _______ Tax Bill #: _______ Amount Requested $ _______

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service within 30 days should my property no longer qualify for the special tax assessment release.

Johnny Duncan Sr. Signature of Person requesting Release

Fire & Rescue Director: ☐ Approve ☐ Disapprove By: ______________ Date: 6-17-22
Tax Assessor: ☐ Approve ☐ Disapprove By: ______________ Date: 6-17-22
Tax Commissioner: ☐ Approve ☐ Disapprove By: ______________ Date: 6-17-22
Board of Commissioners: ☐ Approve ☐ Disapprove Amount: $ _______
Commissioner Chairman Signature: ______________ Date: ______________

RECEIVED BY: ______________ DATE: 11/14/2022
Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services

Applications for Release from the Special Tax Assessment

Map and Parcel #: 0235A 005-C00

Property Owner’s Name: William S. Bashor

Property Address Being Released:
404 Clark Road Guyton GA

Mailing Address:
382 Clark Road

Name of Contact Person: Darlene Bashor

Phone Number: 912 866-7913 Additional Number:

Check One:
☐ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☐ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the special tax assessment. Non livable No renters since 2017

Release and/or Refund Amount Requested:

Year: 2021 Tax Bill #: 2021-1572 Amount Requested $ 215.00
Year: 2020 Tax Bill #: Amount Requested $ 215.00
Year: 2019 Tax Bill #: Amount Requested $ 215.00

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service within 30 days should my property no longer qualify for the special tax assessment release.

Darlene Bashor

Person Requesting Release (please print) Signature of Person requesting Release

Fire & Rescue Director: ☐ Approve ☐ Disapprove By: Date: 6-14-2022
Tax Assessor: ☐ Approve ☐ Disapprove By: Date: 6-17-2022
Tax Commissioner: ☐ Approve ☐ Disapprove By: Date: 6-23-2022
Board of Commissioners: ☐ Approve ☐ Disapprove Amount: $
Commissioner Chairman Signature: Date:

RECEIVED BY: ___________ DATE: ___________
Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services
Applications for Release from the Special Tax Assessment

Map and Parcel #: 0478-014-000
Property Owner’s Name: Moses Taylor
Property Address Being Released: 106 Lexington Ave
Mailing Address: 1260 Longton Ave

Name of Contact Person:
Phone Number: ____________________ Additional Number: ____________________

Check One:
☐ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☐ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the special tax assessment:

Release and/or Refund Amount Requested:
Year: 2011 Tax Bill #: 2011-2158 Amount Requested $ 71500
Year: 2012 Tax Bill #: __________ Amount Requested $ __________
Year: 2013 Tax Bill #: __________ Amount Requested $ __________

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service within 30 days should my property no longer qualify for the special tax assessment release.

Moses Taylor

Person Requesting Release (please print) Signature of Person requesting Release

Fire & Rescue Director: ☐ Approve ☐ Disapprove By: Date: 6-17-22
Tax Assessor: ☐ Approve ☐ Disapprove By: Date: 6-17-22
Tax Commissioner: ☐ Approve ☐ Disapprove By: Date: 6-23-22
Board of Commissioners: ☐ Approve ☐ Disapprove Amount: $ _______
Commissioner Chairman Signature: Date: ___________

RECEIVED BY: J.Skipper DATE: 3/14/22
Effingham County provides flood information and insurance requirements upon request for properties in the Unincorporated County at no cost. Such information includes Special Flood Hazard Areas, copies of elevation certificates, and additional flood insurance data such as FIRM zones and base flood elevations. Contact Development Services at 904 N. Pine Street or call (912) 754-8063. More information is available at http://www. effinghamcounty.org/295 /Water-Resources.
Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services
Applications for Release from the Special Tax Assessment

Map and Parcel #: 02896 and 009
Property Owner's Name: Robin Smith
Property Address Being Released: 343 Pearl Davis Rd Springfield Ga 31329
Mailing Address: 343 Pearl Davis Rd Springfield Ga 31329

Name of Contact Person: Robin Smith
Phone Number: (912) 857-2199 Additional Number: 
Check One:  
☑ Structure is in deteriorating condition and not fit for habitation  
☐ Structure is not a permanent residence

Briefly describe the reason for requesting reimbursement for all or part of the special tax assessment.
Mobile home on this property has been vacant for several years and is not liveable.

Release and/or Refund Amount Requested:
Year: 2019 Tax Bill #: Amount Requested $ 215
Year: 2020 Tax Bill #: Amount Requested $ 215
Year: 2021 Tax Bill #: Amount Requested $ 215

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service within 30 days should my property no longer qualify for the special tax assessment release.

Robin Smith
Person Requesting Release (please print)

Signature of Person requesting Release

Fire & Rescue Director: ☑ Approve ☐ Disapprove By: Date: 6-23-22
Tax Assessor: ☑ Approve ☐ Disapprove By: Date: 6-17-22
Tax Commissioner: ☑ Approve ☐ Disapprove By: Date: 6-23-22
Board of Commissioners: ☑ Approve ☐ Disapprove Amount: $ 
Commissioner Chairman Signature: Date: 

RECEIVED BY: Johnson, S Date: 3/24/22
Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services

Applications for Release from the Special Tax Assessment

Map and Parcel #: 029A008 and
Property Owner’s Name: Jeanette T. Hodges
Property Address Being Released: 1630 Sandhill Rd., Guyton, GA 31312

Mailing Address: Same as above

Name of Contact Person: Jeanette T. Hodges
Phone Number: 912.444.7942 Additional Number: 912.661.7016

Check One:

☐ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☐ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the special tax assessment: Land was vacant until 3/22/22. Requested
garbage service

Release and/or Refund Amount Requested:

<table>
<thead>
<tr>
<th>Year</th>
<th>Tax Bill #</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>12460</td>
<td>$2,150.00</td>
</tr>
<tr>
<td>2019</td>
<td>12361</td>
<td>$2,150.00</td>
</tr>
<tr>
<td>2018</td>
<td>12221</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service within 30 days should my property no longer qualify for the special tax assessment release.

Jeanette T. Hodges 5.8.22
Person Requesting Release (please print) Signature of Person requesting Release

Fire & Rescue Director: ☑ Approve ☐ Disapprove By: Date: 6-17-22
Tax Assessor: ☑ Approve ☐ Disapprove By: 6-17-22
Tax Commissioner: ☑ Approve ☐ Disapprove By: 6-23-22
Board of Commissioners: ☐ Approve ☐ Disapprove Amount: $ Date: 
Commissioner Chairman Signature: 

RECEIVED BY: ______________________ DATE: ______________________
Staff Report

Subject: Intent to Abandon County Road maintenance – a portion of Webb Road
Author: Eric Larson, Asst. County Manager
Department: Engineering
Meeting Date: August 2, 2022
Item Description: Second public hearing for the abandonment of a portion of Webb Road.

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

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

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

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: Engineering

Funding Source: No new funding requested.

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

A RESOLUTION

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

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

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

BE IT FURTHER RESOLVED, that a sketch of the section of the county road system that Effingham County, Georgia, intends to abandon as herein above described shall be filed herewith; and

BE IT FURTHER RESOLVED, that written notice shall be provided by means
of registered or certified mail to each property owner located on the section of Kessler Loop at issue; and

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

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

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

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

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

BOARD OF COMMISSIONERS OF EFFINGHAM, COUNTY, GEORGIA

___________________________________
WESLEY CORBITT, CHAIRMAN

ATTEST:

____________________________________
STEPHANIE JOHNSON, CLERK

[COUNTY SEAL]
Staff Report

Subject: Forest Haven Drive at Effingham Parkway – Intersection Options
Author: Eric Larson, Assistant County Manager
Department: County Manager
Meeting Date: August 2, 2022
Item Description: Discuss and decide to whether or not to recommend to the Georgia Department of Transportation to modify the intersection of Forest Haven Drive and the Effingham Parkway.

Summary Recommendation:
Some residents of Forest Haven Drive has petitioned the Board of Commissioners to close the connection to Effingham Parkway. Those neighbors has asked the Board to submit a change order request to the GDOT to change the design and construction of the intersection. The Board of Commissioners have conducted a study to determine the Pros and Cons of a change before making a decision.

Executive Summary/Background:
- The Effingham Parkway is currently designed as a full access intersection with Forest Haven Drive and Squirrel Run.
- Some residents of Forest Haven Drive are concerned the road will become a cut through road from Hodgeville Road. Those residents desire the road to be dead-ended with a turn around. Others desire the road be left open as designed.
- Access to Squirrel Run would be from Effingham Parkway only.
- The 2020 Transportation Master Plan did not originally include Forest Haven Drive in the traffic model created to evaluate intersections. This was because it was considered a dead end local street. However, with the addition of an intersection with Effingham Parkway, the potential for a change in traffic use on Forest Haven Drive exists.
- Pond Co. was selected to prepare the 2020 Transportation Master Plan in December 2020. Prior to making such a change, the Board of Commissioners requested an engineering evaluation of the impacts of the connection of lack thereof. In February 2022, Pond Co. was requested add the road and model the impact to the road, its intersections with Hodgeville Road and Effingham Parkways, and what improvements would be needed to mitigate the effects either as a through street or dead end street. The report and its appendices provided multiple options for consideration.
- If a decision is made to close the Forest Haven connection to Effingham Parkway, the County will be required to request a change order to Atlas Technical Consultants to prepare the design change and any needed improvements to Forest Haven Drive and Hodgeville Road.

Alternatives for Commission to Consider
1 – Recommend to GDOT to construct an alternative intersection design for Forest Haven Drive and Effingham Parkway.
2 – Take no action. Request additional information.
3 – Take no action. Keep the intersection design as-is.
Department Review: County Engineer; County Attorney
Funding Source: TSPLOST.

Attachments: 1. Forest Haven Alternatives Study
The matrix below provides a comparison of the effects of two options for treatment of Forest Haven Road with the construction of Effingham Parkway. This comparison is based on the information provided in the Effingham Parkway at Forest Haven Drive / Squirrel Run Traffic Study, prepared for Effingham County by Pond, dated June 17, 2022.

<table>
<thead>
<tr>
<th>Creating a Connection between Hodgeville Road and Effingham Parkway via Forest Haven Drive</th>
<th>Prohibiting Access between Forest Haven Drive and Effingham Parkway</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pro</strong></td>
<td><strong>Con</strong></td>
</tr>
<tr>
<td>Would provide improved mobility in the area, by creating multiple available travel paths.</td>
<td>Would likely attract increased traffic volume, which might generate noise and other negative effects for residents.</td>
</tr>
<tr>
<td>Would create a new route for vehicles to bypass congested intersection of SR 30 and Hodgeville Road.</td>
<td>Increased traffic movement would likely necessitate pavement improvements on Forest Haven Drive and turning lanes at Hodgeville Road to support increased usage.</td>
</tr>
<tr>
<td>Would foster best emergency-response times throughout the region by providing more travel paths for responders.</td>
<td>Needed improvements could cost between $1.0 and $1.5 million.</td>
</tr>
<tr>
<td>Would provide increased access for residents on Forest Haven Drive, who will be able to access their homes from either Hodgeville Road or Effingham Parkway.</td>
<td>Would eliminate existing connection to Squirrel Run. Those traveling to/from locations on Squirrel Run would have to use Effingham Parkway.</td>
</tr>
<tr>
<td>Would maintain existing traffic volumes on Forest Haven Drive, preserving quiet nature of the neighborhood.</td>
<td>Those traveling to or from the homes on Forest Haven Drive would only be able to do so via Hodgeville Road.</td>
</tr>
<tr>
<td>Closing off the street is expected to be less expensive than improvements needed if street is kept open. A hammerhead or cul-de-sac are expected to cost between $170,000 and $321,000.</td>
<td>May contribute to increased emergency-response times.</td>
</tr>
<tr>
<td>Would provide no relief for other congested areas.</td>
<td>Would provide no relief for other congested areas.</td>
</tr>
</tbody>
</table>
Effingham Parkway and Forest Haven Drive/Squirrel Run

June 17, 2022

Prepared by:

Prepared for:

Attachments:

Appendix A – Traffic Counts (electronic only)
Appendix B – Traffic Analysis Output (electronic only)
Appendix C – Pavement Analysis and Cost Estimations
**Introduction**

Effingham County and the Georgia Department of Transportation (GDOT) are constructing Effingham Parkway, a new roadway in southern Effingham County, extending from the intersection of SR 30 and Benton Boulevard northward to Blue Jay Road. This roadway will connect to a number of existing roadways, including Forest Haven Drive and Squirrel Run. Upon its completion, Forest Haven Drive will create a link between Hodgeville Road and Effingham Parkway as shown in Figure 1.

This report works to anticipate how this new connection may affect travel patterns in the area and specifically how it may affect traffic patterns on Forest Haven Drive, including at the existing intersection with Hodgeville Road. This document also includes a discussion of potential improvements needed along Forest Haven Drive and at the intersection with Hodgeville Road, including improvements to existing pavement needed to support increased traffic, improvements to signage and/or curvature needed to help improve safety, and intersection lane changes needed to support increased traffic at Hodgeville Road.
Existing Conditions

In order to understand existing traffic dynamics in the area, the following traffic volumes were referenced:

- A twelve-hour intersection turning movement count was taken at the intersection of Hodgeville Road and Forest Haven Drive on Wednesday, February 23, 2022.
- A twenty-four-hour segment count was taken on Forest Haven Drive west of Mallard Court on Wednesday, February 23, 2022.
- A four-hour intersection turning movement count at Hodgeville Road and SR 30 from the Effingham County TMP was referenced. This count was originally taken on Tuesday, February 9, 2021.

All traffic counts are included in Appendix A of this report. In order to estimate current conditions, the observed volumes at Hodgeville Road and SR 30 were adjusted by the COVID-adjustment factor (13%) and the annual growth rate (3.5%) developed in the TMP. Based on this information, estimated year 2022 travel volumes are shown in Figure 2.

These intersections were analyzed using Trafficware’s Synchro 11 software to understand existing congestion levels at each intersection. Analysis was performed based on methodologies published in the 6th edition of the Highway Capacity Manual (HCM). HCM methodology determines the average amount of delay an intersection control (signal, stop sign, etc.) causes for each vehicle in the intersection. This is typically expressed in average seconds of delay per vehicle (sec/veh). Intersections (or individual approaches or movements at intersections) are then assigned a Level of Service based on this average delay, based on research about drivers’ perceptions of delay. Levels of Service range from A to F, with different threshold for signalized and unsignalized control.

Figure 2 Year 2022 Peak Hour Traffic Volumes
Different jurisdictions have different policies, but generally an LOS of A through D is considered acceptable, while LOS of E or F is typically cause for concern. Detailed results of the analysis using year 2022 volumes are included in Appendix B and a summary is shown below in Table 1.

**Table 1 Existing Conditions**

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Approach</th>
<th>AM Delay* (AM LOS)</th>
<th>PM Delay* (PM LOS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hodgeville Road at</td>
<td>Westbound</td>
<td>12 (B)</td>
<td>14 (B)</td>
</tr>
<tr>
<td>Forest Haven Drive</td>
<td>Southbound Left Turn</td>
<td>8 (A)</td>
<td>9 (A)</td>
</tr>
<tr>
<td>Hodgeville Road at</td>
<td>Southbound</td>
<td>&gt;300 (F)</td>
<td>111 (F)</td>
</tr>
<tr>
<td>SR 30</td>
<td>Eastbound Left Turn</td>
<td>8 (A)</td>
<td>13 (B)</td>
</tr>
</tbody>
</table>

*Average delay is shown in seconds per vehicle*

Existing congestion at the stop-controlled approach of Hodgeville Road at SR 30 is already fairly severe in both the morning and afternoon peak periods. This congestion may encourage drivers to seek alternative routes if they were available.

To understand pavement improvements that may be needed along Forest Haven Drive to support increased traffic flow, a core sample of the existing roadway was taken, along with other observations of the road’s physical conditions. This field review revealed that the existing pavement is composed of two inches of asphalt with six inches of base, which is believed to be recycled concrete. The existing pavement is an average of 22.5 feet wide.

**Planned Changes**

As described previously, Effingham County and GDOT are currently constructing Effingham Parkway, a new two-lane roadway through southern Effingham County from SR 30 to Blue Jay Road. As part of this effort, a concept report was produced in 2014 that included anticipated traffic volumes along Effingham Parkway and turning movement counts at key intersections. While the intersection with Forest Haven Drive/Squirrel Run was not specifically included, this concept report has been referenced to support this analysis. Effingham Parkway is currently anticipated to be open to traffic beginning in year 2025. The concept report references an open year of 2019 and a design year of 2039. Volumes from the concept report have been adjusted using the traffic growth methodology used in the Effingham County TMP to reflect a more updated likely open year of 2025 and design year of 2045. This growth methodology includes applying a 3.5% per year growth through the year 2031 and a growth rate of 1.5% per year thereafter.

GDOT project 0018023 includes substantial improvements planned for the intersection of SR 30 and Hodgeville Road. GDOT plans to construct a single-lane roundabout with eastbound through and westbound right turn bypass lanes at the intersection to relieve congestion and improve safety. Currently this project is anticipated to be let in late 2025 and will open to traffic some time after that.
**Magnitude of Potential Cut-Through Traffic**

An assessment of current travel patterns was used to estimate how much total traffic may divert to Forest Haven Drive. **Figure 3** shows the existing travel path (in red) that may be diverted along Forest Haven Drive via a new travel path (in pink) made possible by Effingham Parkway. Based on this understanding of the potential travel paths, it was determined that the maximum number of vehicles that may divert to this new travel path is effectively equal to the number of vehicles making a westbound right turn and a southbound left turn at the intersection of Hodgeville Road and SR 30. The estimated total traffic volume that could divert (in year 2025 volumes) is shown by direction and time period in **Table 2**.

**Table 2** Total Potential Diverting Traffic, Year 2022

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Northbound Travel</th>
<th>Southbound Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morning Peak</td>
<td>94</td>
<td>274</td>
</tr>
<tr>
<td>Afternoon Peak</td>
<td>653</td>
<td>184</td>
</tr>
<tr>
<td>Daily</td>
<td>3,831</td>
<td>2,349</td>
</tr>
</tbody>
</table>

To better understand how many vehicles are likely to use the new travel route along Effingham Parkway and Forest Haven Drive, a travel time comparison was conducted. This analysis was conducted based on open year 2025 volumes, which were developed based on the growth rates developed in the Effingham County TMP (3.5% through year 2031, and 1.5% per year after that). Each travel path (existing or potential) was analyzed under conditions in which all possible diverting traffic follows the path being studied. Each travel path was also analyzed based on its peak period – the southbound paths were both analyzed in the morning peak and the northbound paths were analyzed in the afternoon period. The travel volumes used for these analyses are shown in **Figures 4 and 5**. Results of this travel time analysis are shown in **Table 3**.
**Figure 4** Year 2025 Volumes Used in Travel Time Analysis of Existing Travel Path

**Figure 5** Year 2025 Volumes Used in Travel Time Analysis of Potential New Travel Path
**Table 3 Estimated Travel Time by Route, Year 2025**

<table>
<thead>
<tr>
<th>Movement/Segment</th>
<th>Average Time (seconds)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Existing Travel Path – Northbound (PM)</strong></td>
<td></td>
</tr>
<tr>
<td>SR 30 from Effingham Parkway/Benton Boulevard to Hodgeville Road</td>
<td>112</td>
</tr>
<tr>
<td>Westbound right turn from SR 30 to Hodgeville Road (with existing intersection configuration)</td>
<td>0</td>
</tr>
<tr>
<td>Westbound right turn from SR 30 to Hodgeville Road (with planned GDOT roundabout)</td>
<td>8</td>
</tr>
<tr>
<td>Hodgeville Road from SR 30 to Forest Haven Drive</td>
<td>128</td>
</tr>
<tr>
<td><strong>Total (with existing configuration at Hodgeville Road and SR 30):</strong></td>
<td>240 (4.0 mins)</td>
</tr>
<tr>
<td><strong>Total (with planned GDOT roundabout at Hodgeville Road and SR 30):</strong></td>
<td>248 (4.1 mins)</td>
</tr>
<tr>
<td><strong>Potential Travel Path – Northbound (PM)</strong></td>
<td></td>
</tr>
<tr>
<td>Effingham Parkway from SR 30 to Forest Haven Drive</td>
<td>148</td>
</tr>
<tr>
<td>Northbound left turn from Effingham Parkway to Forest Haven Drive</td>
<td>9</td>
</tr>
<tr>
<td>Forest Haven Drive from Effingham Parkway to Hodgeville Road</td>
<td>130</td>
</tr>
<tr>
<td>Westbound right turn from Forest Haven Drive to Hodgeville Road</td>
<td>19</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>305 (5.1 mins)</td>
</tr>
<tr>
<td><strong>Existing Travel Path – Southbound (AM)</strong></td>
<td></td>
</tr>
<tr>
<td>Hodgeville Road from Forest Haven Drive to SR 30</td>
<td>128</td>
</tr>
<tr>
<td>Southbound left turn from SR 30 to Hodgeville Road (under existing intersection configuration)</td>
<td>&gt;300</td>
</tr>
<tr>
<td>Southbound left turn from SR 30 to Hodgeville Road (with planned GDOT roundabout)</td>
<td>6</td>
</tr>
<tr>
<td>SR 30 from Hodgeville Road to Effingham Parkway/Benton Boulevard</td>
<td>112</td>
</tr>
<tr>
<td><strong>Total (with existing configuration at Hodgeville Road and SR 30):</strong></td>
<td>540 (9.0 mins)</td>
</tr>
<tr>
<td><strong>Total (with planned GDOT roundabout at Hodgeville Road and SR 30):</strong></td>
<td>246 (4.1 mins)</td>
</tr>
<tr>
<td><strong>Potential Travel Path – Southbound (AM)</strong></td>
<td></td>
</tr>
<tr>
<td>Southbound left from Hodgeville Road to Forest Haven Drive</td>
<td>8</td>
</tr>
<tr>
<td>Forest Haven Drive from Hodgeville Road to Effingham Parkway</td>
<td>130</td>
</tr>
<tr>
<td>Eastbound right Forest Haven Drive to Effingham Parkway</td>
<td>19</td>
</tr>
<tr>
<td>Effingham Parkway from Forest Haven Drive to SR 30</td>
<td>148</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>305 (5.1 mins)</td>
</tr>
</tbody>
</table>
In general, the potential new route is physically about a quarter of a mile shorter (approximately 2.75 miles compared to 3 miles) but may take longer to travel in part because of Forest Haven Drive’s lower speed limit (25mph) than other roadways (45mph). In the afternoon period, northbound travelers may not find the potential new path very attractive due to the slower speeds on Forest Haven Drive, and the relative challenge they are likely to find turning from Forest Haven Drive onto Hodgeville Road. However, in the morning, southbound travelers are likely to find the new alternative route attractive because it would avoid the congested southbound left turn from Hodgeville Road onto SR 30. Once the proposed roundabout at this location is constructed, this delay is expected to decrease which is expected to make the route along Forest Haven Drive less attractive.

Based on the comparable forecast travel times predicted in this analysis, it was assumed that it was reasonable to expect approximately 40% of total potential diverting traffic to take the new route, and to expect 60% of existing traffic to remain on the existing route. Total diverting traffic anticipated under this assumption is shown in Table 4.

**Table 4 Estimated Diverting Traffic Volume**

<table>
<thead>
<tr>
<th>Year</th>
<th>Time Period</th>
<th>Northbound Travel</th>
<th>Southbound Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>2025 (Open Year)</td>
<td>Morning Peak</td>
<td>38</td>
<td>110</td>
</tr>
<tr>
<td></td>
<td>Afternoon Peak</td>
<td>261</td>
<td>74</td>
</tr>
<tr>
<td></td>
<td>Daily</td>
<td>1,532</td>
<td>940</td>
</tr>
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<td>2045 (Design Year)</td>
<td>Morning Peak</td>
<td>57</td>
<td>166</td>
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<tr>
<td></td>
<td>Afternoon Peak</td>
<td>395</td>
<td>111</td>
</tr>
<tr>
<td></td>
<td>Daily</td>
<td>2,320</td>
<td>1,423</td>
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</table>

To understand the impacts of these diversions, analyses of the existing intersections were performed based on a scenario in which no access is provided from Hodgeville Road to Effingham Parkway via Forest Haven Drive. Volumes used for these scenarios are shown in Figure 6 and 7. Based on the estimated diverting volumes, new volumes were developed to analyze future conditions with the potential access to identify improvements needed to support this change in travel behavior. These volumes are shown in Figures 8 and 9. Results of these analyses using existing and already-planned configurations are shown in Table 5.
Figure 7 Year 2025, With Access Volumes
Figure 8 Year 2045, With Access Volumes
Table 5: Future Year Congestion Analysis Results

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Approach</th>
<th>2025 No Access</th>
<th>2045 No Access</th>
<th>2025 With Access</th>
<th>2045 With Access</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>AM Delay* (AM LOS)</td>
<td>PM Delay* (PM LOS)</td>
<td>AM Delay* (AM LOS)</td>
<td>PM Delay* (PM LOS)</td>
</tr>
<tr>
<td>Hodgeville Road at Forest Haven Drive</td>
<td>Westbound</td>
<td>13 (B)</td>
<td>15 (C)</td>
<td>11 (B)</td>
<td>16 (C)</td>
</tr>
<tr>
<td></td>
<td>Southbound Left Turn</td>
<td>8 (A)</td>
<td>9 (A)</td>
<td>8 (A)</td>
<td>9 (A)</td>
</tr>
<tr>
<td>Hodgeville Road at SR 30 (existing configuration)</td>
<td>Southbound</td>
<td>&gt;300 (F)</td>
<td>235 (F)</td>
<td>&gt;300 (F)</td>
<td>&gt;300 (F)</td>
</tr>
<tr>
<td></td>
<td>Eastbound Left Turn</td>
<td>8 (A)</td>
<td>15 (B)</td>
<td>8 (A)</td>
<td>29 (D)</td>
</tr>
<tr>
<td>Hodgeville Road at SR 30 (GDOT roundabout)</td>
<td>Intersection</td>
<td>2 (A)</td>
<td>9 (A)</td>
<td>1 (A)</td>
<td>8 (A)</td>
</tr>
<tr>
<td>Effingham Parkway at Forest Haven Drive</td>
<td>Northbound Left Turn</td>
<td>9 (A)</td>
<td>10 (A)</td>
<td>9 (A)</td>
<td>10 (A)</td>
</tr>
<tr>
<td></td>
<td>Eastbound Right Turn</td>
<td>13 (B)</td>
<td>13 (B)</td>
<td>13 (B)</td>
<td>13 (B)</td>
</tr>
</tbody>
</table>
**Potential Improvements**

If access from Forest Haven Drive is **not permitted** onto Effingham Parkway, no further improvements beyond the already planned roundabout at SR 30 and Hodgeville Road are anticipated to be necessary. In order to restrict access, either a cul-de-sac or a hammerhead cap could be constructed on Forest Haven Drive immediately west of Effingham Parkway. Cost estimates for each of these options are included in **Appendix C**. It is anticipated that construction of this **cul-de-sac could cost between $265,000 and $321,000**, while construction of a **hammerhead cap is estimated to cost between $170,000 and $210,000**. Alternatively, In this scenario, the intersection of SR 30 and Hodgeville Road may begin to experience some congestion by year 2045 and be in need of further improvements to maintain throughput.

If access from Forest Haven Drive is **permitted** onto Effingham Parkway, minor improvements to the intersection of Hodgeville Road and Forest Haven Drive may be necessary to preserve good capacity. A right turn lane on Forest Haven Drive would provide for reduced congestion, and a southbound left turn lane on Hodgeville Road would provide safety benefits for the increased number of turning vehicles. **Table 6** compares anticipated congestion at the intersection with the existing configuration to an improved condition. Notably, the westbound left turn lane still experiences a failing level of service in year 2045. This may be improved with the installation of a two-stage left turn area or an unsignalized High-T configuration. This movement is expected to host fewer than twenty vehicles in the peak hour in year 2045 and this congestion is anticipated to be present regardless of the connection between Forest Haven Drive and Effingham Parkway.

**Table 6 Hodgeville Road and Forest Haven Drive Congestion Analysis**

<table>
<thead>
<tr>
<th></th>
<th>2025 With Access</th>
<th></th>
<th>2045 With Access</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Condition</td>
<td>Approach</td>
<td>AM Delay* (AM LOS)</td>
<td>PM Delay* (PM LOS)</td>
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<td>Existing Configuration</td>
<td>Westbound</td>
<td>11 (B)</td>
<td>16 (C)</td>
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<tr>
<td></td>
<td>Southbound Left</td>
<td>8 (A)</td>
<td>8 (A)</td>
<td></td>
</tr>
<tr>
<td>Improved condition (additional westbound right and southbound left turn lanes)</td>
<td>Westbound Right</td>
<td>10 (A)</td>
<td>13 (B)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Westbound Left</td>
<td>15 (C)</td>
<td>15 (C)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Southbound Left</td>
<td>8 (A)</td>
<td>8 (A)</td>
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<tr>
<td></td>
<td>Westbound</td>
<td>16 (C)</td>
<td>66 (F)</td>
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</tr>
<tr>
<td></td>
<td>Southbound Left</td>
<td>8 (A)</td>
<td>9 (A)</td>
<td></td>
</tr>
<tr>
<td>Improved condition (additional westbound right and southbound left turn lanes)</td>
<td>Westbound Right</td>
<td>15 (B)</td>
<td>16 (C)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Westbound Left</td>
<td>17 (C)</td>
<td>51 (F)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Southbound Left</td>
<td>10 (A)</td>
<td>9 (A)</td>
<td></td>
</tr>
</tbody>
</table>

In addition, the pavement along Forest Haven Drive should be improved to support the increased traffic demands placed upon it. As detailed in Appendix C, this could be achieved by either replacing existing pavement and constructing a new pavement section consisting of 6.25” of asphalt and 8” of compacted gravel base, or by performing a Full-Depth Reclamation of the existing pavement. A table including a cost estimate for these pavement improvements and the
new turn lanes at the intersection of Hodgeville Road and Forest Haven Drive is included in Tables 7 and 8.

Table 7 Cost Estimate for Improvements Needed if Access is Provided including Full Depth Reclamation on Forest Haven Drive

<table>
<thead>
<tr>
<th>Component</th>
<th>Estimated Construction Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Westbound Right Turn Lane</td>
<td>$128,000</td>
</tr>
<tr>
<td>Southbound Left Turn Lane</td>
<td>$360,000</td>
</tr>
<tr>
<td>Full Depth Reclamations</td>
<td>$400,000</td>
</tr>
<tr>
<td><strong>Subtotal:</strong></td>
<td><strong>$888,000</strong></td>
</tr>
<tr>
<td>Contingency</td>
<td>$177,600</td>
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<tr>
<td><strong>Total:</strong></td>
<td><strong>$1,065,600</strong></td>
</tr>
</tbody>
</table>

Table 8 Cost Estimate for Improvements Needed if Access is Provided including Pavement Reconstruction on Forest Haven Drive

<table>
<thead>
<tr>
<th>Component</th>
<th>Estimated Construction Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Westbound Right Turn Lane</td>
<td>$128,000</td>
</tr>
<tr>
<td>Southbound Left Turn Lane</td>
<td>$360,000</td>
</tr>
<tr>
<td>Pavement Reconstruction</td>
<td>$700,000</td>
</tr>
<tr>
<td><strong>Subtotal:</strong></td>
<td><strong>$1,188,000</strong></td>
</tr>
<tr>
<td>Contingency</td>
<td>$237,600</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$1,425,600</strong></td>
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</tbody>
</table>

In this scenario, diverted traffic also provides relief to the intersection of SR 30 and Hodgeville Road, which reduces congestion at that location and abates the potential need for further improvement. Maintaining access also provides for an alternative route during situations with roadway blockages such as crashes or other emergencies on nearby routes. Maintaining access will also provide more options for emergency vehicle access to locations along Forest Haven Drive and on nearby roadways, potentially reducing response times and improving community safety.
Effingham Parkway and Forest Haven Drive/Squirrel Run

Appendix C – Pavement Analysis and Cost Estimations
To: Arwin Lopez, PE, Pond & Company
From: Arwin Lopez, PE, Pond & Company
Date: April 14, 2022
Subject: Effingham Parkway and Forest Haven Drive/Squirrel Run a

Pond Proj. # 1220123
CC: 

**INTRODUCTION AND PURPOSE**

This memorandum is to provide observations to the implementation of either one of two alternatives as related to the construction of Effingham Parkway Extension. The Effingham Parkway Extension project goes through the existing intersection of Forest Haven Drive and Squirrel Run. One of the alternatives evaluated include construction of a Cul-de-sac on Forest Haven Drive west of the Effingham Parkway Extension. The second alternative would keep the connection between Forest Haven Drive and Squirrel Run.

**EXISTING CONDITIONS FOREST HAVEN DRIVE**

Forest Haven Drive is a two-lane local road with a 25-mph speed limit. The road has various curves, some back-to-back and other reverse curves. The road cross section of the road is normal crown and has no superelevation. The county estimates the existing pavement section consist of 2 inches of asphalt and 6 inches of gravel base. Forest Haven drive is approximately 4,800 feet, or 0.9 miles, in length.

**CLOSING FOREST HAVEN DRIVE**

A planning level cost estimate was prepared for two options to close Forest Haven Drive west of Effingham Parkway. The images below show the planning-level layouts of a cul-de-sac and a hammerhead cap. Corresponding cost estimates of each are attached. These designs assume Squirrel Run would be connected to the Effingham Parkway Extension and that intersection would be part of the Effingham Parkway extension project.
FOREST HAVEN DRIVE CONNECTION TO EFFINGHAM PKWY EXTENSION

The alternative of connecting Forest Haven Drive into Effingham Parkway would require various upgrades to Forest Haven Drive to accommodate the added traffic anticipated through this road.

The existing pavement section would be inadequate considering the anticipated traffic volume and vehicle loads; therefore, it is anticipated the pavement should be upgraded. There are two possible alternatives to this upgrade. Either removing the existing pavement and constructing a new pavement section consisting of 6 ¼ inches of asphalt and 8 inches of a compacted gravel base. The estimated cost of full depth reconstruction for the 0.9 miles is $700,000. The second, and possible more cost effective, option is to perform a Full-Depth Reclamation (FDR) of the existing pavement. FDR requires pulverization of the existing asphalt and subbase; this pulverized material is then blended with a stabilizing material such as portland cement. This mix of existing pulverized and stabilizing material is compacted and finally topped with a new asphalt. FDR enhances the existing pavement section and provides the structural capacity for the needs. The estimated cost of FDR for the 0.9 miles is $400,000. It is recommended that a geotechnical engineer provide an evaluation of existing pavement and final recommendations for the upgrades to the pavement section.

Since Forest Haven Drive would provide a direction connection to Effingham Parkway, it is anticipated that the road’s classification should be upgraded to a collector road. Collector roads have a higher design speed in relation to a local road. The collector road classification would ideally bring the road’s speed limit to 35 mph. The higher speed limit would warrant the need to upgrade certain curves along Forest Haven Drive. The curves would require to be increased in radius to safely accommodate the higher operating speeds. The increased radius would provide adequate sight distance and stopping sight distances – key elements to a safer roadway. It is estimated that seven (7) sections/curves of the existing road would require upgrades see attached exhibit. Upgrading these curves would likely require additional right-of-way and reconstruction of the road sections leading up to the curves.

In addition to the horizontal upgrades to the curves the cross slope of all the curves should also be considered for upgrades. Adding superelevation to the existing curves would further accommodate the higher operating speeds.
## PLANNING-LEVEL CONSTRUCTION COST ESTIMATE FOR
### FOREST HAVEN DRIVE CUL-DE-SAC

**CLIENT:** EFFINGHAM COUNTY  
**POND PROJECT NUMBER:** 1220123  
**DESCRIPTION:** CUL-DE-SAC ON FOREST HAVEN DRIVE WEST OF THE EFFINGHAM PKWY EXTENSION

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<th>Unit Price</th>
<th>Quantity</th>
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<td>402-3190</td>
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<td>402-4510</td>
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<td>BARRIER FENCE (ORANGE), 4 FT</td>
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<td>5,000.00</td>
<td>LANDSCAPING (LUMP SUM)</td>
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**SUB TOTAL =** $243,735.00

**CONTINGENCY (20%)** $48,747.00

**TOTAL** $292,482.00
# PLANNING-LEVEL CONSTRUCTION COST ESTIMATE FOR
# FOREST HAVEN DRIVE HAMMERHEAD

**CLIENT:** EFFINGHAM COUNTY  
**POND PROJECT NUMBER:** 1220123  
**DATE:** 6/17/2022  
**DESCRIPTION:** HAMMERHEAD ON FOREST HAVEN DRIVE WEST OF THE EFFINGHAM PKWY EXTENSION

### Pay Item # | Description | Unit | Unit Price | Quantity | Total
---|---|---|---|---|---
150-1000 | TRAFFIC CONTROL - USER UNIT PRICE | LS | 25,000.00 | 1 | $25,000.00

### ROADWAY ITEMS

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<th>Unit Price</th>
<th>Quantity</th>
<th>Total</th>
</tr>
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</table>
| 210-0100 | GRADING COMPLETE - USER UNIT PRICE (Grading, removal of existing road) | LS | 90,000.00 | 1 | $90,000.00
| 310-5080 | GRAGGR BASE CRS, 8 INCH, INCL MATL | SY | 20.00 | 125 | $2,500.00
| 432-0206 | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH | SY | 5.00 | 200 | $1,000.00
| 402-3119 | RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME | TN | 85.00 | 17 | $1,445.00
| 402-4510 | RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLY-MOD BITUM MATL & H LIME | TN | 95.00 | 15 | $1,425.00

### SIGNING AND MARKING

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<th>Unit</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
</table>
| 636-2070 | GALV STEEL POSTS, TP 7 | LF | 15.00 | 50 | $750.00
| 636-1036 | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11 | SF | 42.00 | 50 | $2,100.00
| 653-1502 | THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE | LF | 1.00 | 500 | $500.00

### EROSION CONTROL

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<th>Quantity</th>
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</table>
| 163-0232 | TEMPORARY GRASSING | AC | 1,200.00 | 0.50 | $600.00
| 163-0341 | CONSTRUCT AND REMOVE CONSTRUCTION EXIT | EA | 2,250.00 | 1 | $2,250.00
| 163-0550 | CONSTRUCT AND REMOVE INLET SEDIMENT TRAP | EA | 300.00 | - | -
| 165-0330 | MAINTENANCE OF TEMPORARY SILT FENCE, TP C | LF | 0.75 | 600 | $450.00
| 165-0101 | MAINTENANCE OF CONSTRUCTION EXIT | EA | 1,100.00 | 1 | $1,100.00
| 165-0055 | MAINTENANCE OF INLET SEDIMENT TRAP | EA | 100.00 | - | -
| 165-0105 | MAINTENANCE OF ROCK FILTER DAM | EA | 350.00 | - | -
| 167-1000 | WATER QUALITY MONITORING AND SAMPLING | EA | 700.00 | 1 | $700.00
| 167-1500 | WATER QUALITY INSPECTIONS | MO | 2,000.00 | 3 | $6,000.00
| 643-8200 | BARRIER FENCE (ORANGE), 4 FT | LF | 2.50 | 200 | $500.00
| 700-9010 | PERMANENT GRASSING | AC | 1,100.00 | 0.50 | $550.00
| 700-7000 | AGRICULTURAL LIME | TN | 700.00 | 1.00 | $700.00
| 700-8000 | FERTILIZER MIXED GRADE | TN | 1,000.00 | 1.00 | $1,000.00
| 716-2000 | EROSION CONTROL MATS, SLOPES | SY | 2.50 | 500 | $1,250.00

### LANDSCAPING (LUMP SUM)

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| 431-0750 | TACK COAT | GL | 1.50 | 75 | $112.50

### SUB TOTAL = $159,242.50

### CONTINGENCY (20%) = $31,848.50

### TOTAL = $191,091.00
Staff Report

Subject: Intent to Abandon County Road Right-of-Way – a portion of Kessler Loop
Author: Eric Larson, Asst. County Manager
Department: Engineering
Meeting Date: August 2, 2022
Item Description: Announcement and first public hearing for the abandonment of a portion of Kessler Loop.

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

Executive Summary/Background:
- Fire, Sheriff, and EMS have been requested to review the request to determine if services will be negatively impacted. Concurrence will be received before the September public hearing.
- The public notice of the closure begins on August 2, 2022 and continues for one (1) month.
- A second public hearing and vote will occur on September 6, 2022 at the regularly scheduled meeting of the Board of Commissioners.

Alternatives for Commission to Consider
1 - Approve the posting of the intent to abandon the portion of Kessler Loop and begin a public comment period.
2 – Take no action / Deny

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: Engineering

Funding Source: No new funding requested.

Attachments: 1. Records plats of the area.
2. Vicinity Map.
Eric,  

See below - here's the note from Thomas Kessler requesting to abandon the portion of Kessler Loop which runs through his property.

Stephanie D. Johnson  IIMC-CMC, CCC | Clerk of Commission  
Effingham County Board of Commissioners  
Office of the County Clerk  
804 South Laurel Street Springfield, Georgia 31329  
912.754.2123/phone | 912.754.4157/ fax  
sjohnson@effinghamcounty.org | www.effinghamcounty.org

-----Original Message-----
From: Thomas Kessler [mailto:thomasrkessler@gmail.com]  
Sent: Wednesday, July 13, 2022 8:39 PM  
To: Stephanie Johnson <SJohnson@EffinghamCounty.org>  
Subject: EXTERNAL:Kessler Loop

To whom it may concern  
Please remove Kessler Loop road that runs through my property from the county roads.  
If you have any questions you can reach me on this email or my phone is 912-657-1008 Thanks Thomas Ralph Kessler  
2439 Noel C Conaway Rd., Guyton GA 31312 Sent from my iPad

**** This is an EXTERNAL email. Please do not click on a link or open ANY attachments unless you are confident it is from a trusted source and you are expecting this email. *****
Request for Right-Of-Way closure

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

Subject: Consideration to approve the agreement with The City of Port Wentworth for the use of an inmate work detail
Author: Alison Bruton, Purchasing Agent.
Department: Purchasing and Prison
Meeting Date: July 19, 2022
Item Description: Inmate Work Detail Agreement with the City of Port Wentworth

Summary Recommendation: Staff recommends approval of the Agreement between the City of Port Wentworth and Effingham County for the use of an inmate work detail

Executive Summary/Background:
- The City of Port Wentworth has requested use of an inmate work crew.
- Effingham County provides a Correctional Supervisor to supervise the work crew. The City of Port Wentworth will reimburse the County for the cost of employing the Correctional Supervisor.
- The City of Port Wentworth supplies the ride vehicle and the tools required to perform the maintenance activities.
- The City of Port Wentworth pays for fuel to run the vehicle and equipment.
- The City of Port Wentworth pays for the maintenance of the vehicle and equipment.
- The City of Port Wentworth provides all equipment and tools, including safety equipment.
- The cost of the agreement to the City of Port Wentworth is $90,000.00 per year, which includes the cost of employing the Correctional Supervisor.
- The Agreement can be terminated at any time, by either party with 90 days written notice to the other party.
- The City Manager of Port Wentworth has confirmed that the City would like to renew the Agreement for an additional one-year term.

Alternatives for Commission to Consider
1. Consideration to approve the agreement with The City of Port Wentworth for the use of an inmate work detail.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing & Prison

Funding Source: All costs to administer the Agreement are paid by the City of Port Wentworth.

Attachments:
1. Work detail Agreement
State of Georgia  
County of Effingham  

THIS AGREEMENT IS BETWEEN THE BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA AND THE CITY OF PORT WENTWORTH,  
GEORGIA FOR THE USE OF COUNTY INMATES ON CITY AND COUNTY  
PROPERTY.  

WHEREAS, the EFFINGHAM COUNTY BOARD OF COMMISSIONERS,  
hereinafter referred to as "Effingham County" houses inmates pursuant to a contract  
with the Georgia Department of Corrections; and  

WHEREAS, Effingham County is authorized to make inmate labor available to other  
governmental entities; and  

WHEREAS, Effingham County's inmate labor force exceeds the County's current  
demands for inmate labor; and  

WHEREAS, the City of Port Wentworth, Georgia hereinafter referred to as "the City  
of Port Wentworth" is desirous of hiring prison work crews to assist in the  
maintenance of City Property within the corporate limits of Port Wentworth;  

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:  

WITNESSETH:  

PART A  

Effingham County and the City of Port Wentworth agree to the following:  

(1) Effingham County shall supply to The City of Port Wentworth a work detail,  
consisting of (1) full-time correctional supervisor employed by Effingham County  
as an employee of the Prison ("Correctional Supervisor") and no fewer than eight  
(8) and no more than twelve (12) inmates of the Effingham County Prison Public  
Work Camp, located in Springfield, Georgia The correctional supervisor and  
assigned inmates shall be used exclusively by The City of Port Wentworth and  
will not be assigned to other duties. The Warden or his designee shall have final  
authority concerning the number of inmates assigned to the detail taking into  
consideration the security required and areas that work is performed in.  

(2) Under normal circumstances the work detail will work the same hours and under  
the same conditions as other EFFINGHAM COUNTY PRISON Public Work  
Camp employees (Monday through Friday, 7:30 a.m. to 3:30 p.m.) which shall  
include travel time. Whether or not the inmate work detail can be called out
during inclement weather or other emergency conditions during other than normal working hours, is subject to the discretion of the Warden, Effingham County Prison, or their designee. Every effort shall be made to run details when it is raining, if it appears rain is scattered or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve. Every effort shall be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit if it appears that temperatures will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.

(3) The Prison shall be responsible for the care, custody, clothing, feeding, and hospital care of said inmates while traveling to and from or working within the City of Port Wentworth, Georgia for work detail purposes.

(4) The Prison will be responsible for guarding and supervising said inmates at all times while working within The City of Port Wentworth, Georgia. The City of Port Wentworth shall provide all the equipment that is needed for the inmate detail.

(5) Effingham County shall be responsible for transportation (in a vehicle furnished by The City of Port Wentworth, the "ride vehicle") of the work detail to and from the Effingham County Prison Public Works Camp to work sites within the incorporated limits of The City of Port Wentworth, Georgia as well as between work sites within The City of Port Wentworth.

(6) All fuels and oils used by the Prison for the ride vehicle or equipment for The City of Port Wentworth work details shall be purchased using a fuel-purchasing card to be supplied to the Prison by The City of Port Wentworth. Effingham County shall be responsible for any misuse of the card. The card is to be used for obtaining gasoline and oil only.

(7) The City of Port Wentworth will supply vehicular insurance for City vehicles used to transport inmates and for equipment used by the inmate work detail. Effingham County shall supply a list of inmates who are authorized to operate The City of Port Wentworth, Georgia equipment, exclusive of any motor vehicle, as defined by O.C.G.A. 40-1-1 (33). This list shall be updated as inmate assignments change. Only personnel previously approved and listed will be allowed to operate the City of Port Wentworth equipment.

(8) The City of Port Wentworth shall furnish all equipment and tools, safety equipment, and transportation vehicles and provide maintenance for all equipment and tools used by the work detail. Portable equipment utilized by the work detail, such as shovels, hand tools, etc., will be stored in a secured "cage" area either inside the ride vehicle or in a trailer towed by the ride vehicle, and
larger equipment, such as tractors, will be stored in a City storage facility. A
daily inventory of equipment will be kept by the correctional supervisor, and be
kept on file at the Prison.

(9) Effingham County shall schedule and have performed all routine and other
maintenance of the vehicle as it does other vehicles utilized by work details. All
non-routine maintenance shall be approved by The City of Port Wentworth's
Public Works Director prior to performing the maintenance. The City of Port
Wentworth shall reimburse Effingham County for maintenance of the ride
vehicle upon receipt of an invoice for such maintenance costs on a quarterly
basis. Payment of necessary vehicle maintenance shall be paid within thirty (30)
days of receipt.

(10) The City of Port Wentworth shall direct and supervise the work to be performed;
provided however, that no official, employee, or agent of the City of Port
Wentworth shall exercise any immediate control, direction, or supervision over
any inmate. Effingham County and its officials, correctional supervisors, and
employees shall have sole responsibility for guarding, directing, controlling, and
supervising said inmates. Directions as to work to be performed shall be
communicated to the correctional supervisor having the immediate custody and
supervision of the inmates, who shall direct said inmates accordingly. The City
of Port Wentworth Public Works Superintendent or his designee shall provide
this direction and communicate work assignments on a weekly basis.

(11) Upon receipt of the invoice on a quarterly basis from Effingham County, the City
of Port Wentworth will reimburse Effingham County for the cost of employing
one (1) correctional supervisor as set forth herein by paragraph 1 above. Payment
of the invoice shall be made within thirty (30) days of receipt. The total cost under
this agreement is Ninety Thousand Dollars ($90,000) per year. This will be
prorated for the initial term of this Agreement. This cost includes the
correctional supervisor's salary and employment benefits, Health Benefits,
Retirement, Workers Compensation, Unemployment and Payroll Taxes and a
portion of the inmate cost. Effingham County will notify the City of Port
Wentworth each year, if there is any change in the cost of the officer, i.e. cost of
living raises and annual performance raises.

(12) The correctional supervisor shall meet all requirements established by Georgia
Peace Officer Standard Training for supervision of outside work details. The
correctional supervisor shall be assigned to Effingham County Prison and shall
follow all rules and regulations that are set forth by the County, State, and
Effingham County Prison.

(13) Effingham County shall not be required to provide a substitute correctional
supervisor for days or for time that the correctional supervisor is on leave or calls
in sick, up to a maximum of fifteen (15) days. The prison shall provide a substitute correctional officer for any time missed in excess of fifteen (15) days.

(14) This Agreement may be terminated at any time by either party, with or without cause, by providing the other at least ninety (90) calendar days' prior written notice.

(15) This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto.

NOW WHEREAS, This Agreement will become effective on this _____ day of ______, 2022, upon execution by all parties and will be in effect for the duration of the year, July 1, 2022 through June 30, 2023. This agreement can be renewed for additional twelve (12) month periods after approval by the Board of Commissioners of Effingham County.

[ SIGNATURES ON FOLLOWING PAGE ]
The foregoing is agreeable, this _____ day of ____________, 2022.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: ______________________________

Wesley Corbitt, Chairman

Attested: ______________________________

Stephanie D. Johnson, County Clerk

EFFINGHAM COUNTY PRISON

By: ______________________________

Victor Walker, Warden

THE CITY OF PORT WENTWORTH, GEORGIA

By: ______________________________

Thomas Barbee, Mayor Pro-Tem

Attested: ______________________________

Zahnay Smoak, City Clerk

Agreement reviewed and approved by:

Effingham County Attorney
Edward L. Newberry, Jr.

City of Port Wentworth City Attorney
Scott C. Robichaux
Staff Report

Subject: Consideration to Approve a Resolution of Surplus
Author: Alison Bruton, Purchasing Agent
Department: Various
Meeting Date: August 2, 2022
Item Description: Surplus

Summary Recommendation: Staff recommends approval of the Resolution

Executive Summary/Background:
- From time to time the County has broken, unused, damaged or extra inventory. In order for the county to properly dispose of these items they must be declared surplus in accordance with O.C.G. A § 36-9-2 which states that the county “…may, by order entered onto its minutes, direct the disposal of any real property which may be lawfully disposed of and make and execute good and sufficient title thereof on behalf of the County.”
- This resolution consists of various items which have either been replaced or are no longer in use including numerous vehicles which will be auctioned by Enterprise and various pieces of equipment that no longer works.

Alternatives for Commission to Consider:
1. Board’s approval of the Resolution of Surplus.
2. Do not approve the Resolution of Surplus

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Various

Funding Source: NA

Attachments: Resolution of Surplus
Notice is hereby given that the Board of Commissioners of Effingham County Georgia, in regular session assembled on August 2, 2022 by this resolution declare the following described property surplus and authorize the public sale, or disposal thereof:

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<th>Department</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Serial Number / Identifying Number</th>
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<td>Animal Shelter</td>
<td>1998</td>
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<td>2010</td>
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<td>Ranger</td>
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<td>2008</td>
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<td>Explorer</td>
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<td>F150</td>
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<td>2005</td>
<td>Ford</td>
<td>Spreader</td>
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</tbody>
</table>

Pursuant to said resolution the above described surplus property will be demolished, offered for sale by auction or by sealed bid; will be traded for newer or alternate equipment or will be donated to non-profit.

This ______________ day of August 2022

Effingham County Board of Commissioners

ATTEST:

Stephanie Johnson, County Clerk
Staff Report

Subject: Approval of Vehicle Orders
Author: Alison Bruton, Purchasing Agent
Department: Multiple Departments
Meeting Date: August 2, 2022
Item Description: Approval of Vehicle Orders

Summary Recommendation: Staff recommends Approval of Vehicle Orders

Executive Summary/Background:
- The vehicles included in this order are as follows:
  - Recreation
    - (2) 2022 Chevrolet Equinox
    - These vehicles have come available because another client of Enterprise no longer needed them.

Alternatives for Commission to Consider
1. Approval of Vehicle Orders for the Recreation Department
2. Denial of the Vehicle Orders

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Purchasing, County Manager
Funding Source:
Attachments:
1. Lease Rate Quotes for the Vehicles
# Item XI. 5.

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Series</th>
<th>Vehicle Order Type</th>
<th>Term</th>
<th>State</th>
<th>Customer #</th>
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<tbody>
<tr>
<td></td>
<td>2022</td>
<td>Chevrolet</td>
<td>Equinox</td>
<td>LS w/1LS All-Wheel Drive</td>
<td>In-Stock</td>
<td>60</td>
<td>GA</td>
<td>505556</td>
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<tr>
<th>Description</th>
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<th>Notes</th>
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<tr>
<td>Capitalized Price of Vehicle</td>
<td>$30,950.00</td>
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<tr>
<td>License and Certain Other Charges</td>
<td>$39.00</td>
<td>6.6000% State GA</td>
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<tr>
<td>Initial License Fee</td>
<td>$0.00</td>
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<tr>
<td>Registration Fee</td>
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<td>Other:Courtesy Delivery Fee</td>
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<td>Gain Applied From Prior Unit</td>
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<td>Tax on Gain On Prior</td>
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<td>Security Deposit</td>
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<td>Tax on Incentive (Taxable Incentive Total: $0.00)</td>
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</table>

Total Capitalized Amount (Delivered Price): $30,950.00

Depreciation Reserve @ 1.3500%

Monthly Lease Charge (Based on Interest Rate - Subject to a Floor): $151.70

Total Monthly Rental Excluding Additional Services: $569.53

### Additional Fleet Management

- Master Policy Enrollment Fees: $0.00
- Commercial Automobile Liability Enrollment: Liability Limit $0.00
- Physical Damage Management: $0.00
- Comp/Coll Deductible: 0 / 0
- Full Maintenance Program: $46.50 (Contract Miles 60,000)
  - Incl.: # Brake Sets (1 set = 1 Axle): 0
  - OverMileage Charge: $0.0450 Per Mile
- # Tires: 0
- Loaner Vehicle Not Included

Additional Services SubTotal: $46.50

Sales Tax: $0.00

Total Monthly Rental Including Additional Services: $616.03

Reduced Book Value at 60 Months: $5,880.20

Service Charge Due at Lease Termination: $400.00

---

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

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

(Quote is Subject to Customer's Credit Approval)

Notes:

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

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

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

**LEASEE** Effingham County Board of Commissioners

**BY**

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

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

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<tr>
<th>Pricing Summary</th>
<th>INVOICE</th>
<th>MSRP</th>
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<tr>
<td>Base Vehicle</td>
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<td>$27,900.00</td>
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<td>Destination Charge</td>
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<td>Total Price</td>
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## SELECTED COLOR:

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

## SELECTED OPTIONS:

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<td>AG1</td>
<td>8-Way Power Driver Seat Adjuster</td>
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<td>AG6</td>
<td>Front Passenger 4-Way Manual Seat Adjuster</td>
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<td>AKO</td>
<td>Deep-Tinted Rear Glass</td>
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<td>AL9</td>
<td>2-Way Power Driver Lumbar Control Seat Adjuster</td>
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<td>B26</td>
<td>Driver Confidence II Package</td>
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<td>CGY</td>
<td>Retractable Cargo Shade</td>
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<td>CNI</td>
<td>GVWR: 4,630 lbs (2,100 kgs)</td>
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<td>GAZ_01</td>
<td>(0 P) Summit White</td>
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<td>HC8_01</td>
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<td>IOR</td>
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<td>SiriusXM Radio</td>
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<td>UD7</td>
<td>Rear Park Assist w/Audible Warning</td>
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<td>UDD</td>
<td>Multi-Color Enhanced Driver Instrument Info Display</td>
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<td>Bluetooth For Phone</td>
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<td>USS</td>
<td>2 Rear USB Charging-Only Ports</td>
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<td>UST</td>
<td>2 USB Ports &amp; Auxiliary Input Jack</td>
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<td>UZ6</td>
<td>6 Speaker Audio System Feature</td>
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<td>VK3</td>
<td>Front License Plate Mounting Package</td>
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<td>WARANT</td>
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Body Exterior Features:
- Number Of Doors: 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers
- Rear Bumper Insert: chrome rear bumper insert
- Front License Plate Bracket: front license plate bracket
- Body Material: fully galvanized steel body material
- Body Side Cladding: black bodyside cladding
- Grille: black w/chrome surround grille

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

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

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

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

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

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

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

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

**Unit #**

**Year** 2022  
**Make** Chevrolet  
**Model** Equinox  
**Series** LS w/1LS All-Wheel Drive  
**Vehicle Order Type** In-Stock  
**Term** 60  
**State** GA  
**Customer#** 505556

---

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capitalized Price of Vehicle</td>
<td>$30,950.00</td>
</tr>
<tr>
<td>License and Certain Other Charges</td>
<td>$39.00</td>
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<tr>
<td>Initial License Fee</td>
<td>$0.00</td>
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<tr>
<td>Registration Fee</td>
<td>$0.00</td>
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<tr>
<td>Other: Courtesy Delivery Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Capitalized Price Reduction</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tax on Capitalized Price Reduction</td>
<td>$0.00</td>
</tr>
<tr>
<td>Gain Applied From Prior Unit</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tax on Gain On Prior</td>
<td>$0.00</td>
</tr>
<tr>
<td>Security Deposit</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tax on Incentive (Taxable Incentive Total: $0.00)</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Capitalized Amount (Delivered Price)</strong></td>
<td>$30,950.00</td>
</tr>
<tr>
<td>Depreciation Reserve @ 1.3500%</td>
<td>$417.83</td>
</tr>
<tr>
<td>Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)</td>
<td>$151.70</td>
</tr>
<tr>
<td><strong>Total Monthly Rental Excluding Additional Services</strong></td>
<td>$569.53</td>
</tr>
</tbody>
</table>

**Additional Fleet Management**

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

---

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

**Notes**

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

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

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

**LESSEE** Effingham County Board of Commissioners  
**BY**

---

<table>
<thead>
<tr>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
</table>

---

*Indicates items to be billed on delivery.

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

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

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

---

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

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

2022 Chevrolet Equinox LS w/1LS All-Wheel Drive - US  
Series ID: 1XK26

**Pricing Summary:**

<table>
<thead>
<tr>
<th></th>
<th>INVOICE</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Vehicle</td>
<td>$26,616.6</td>
<td>$27,900.00</td>
</tr>
<tr>
<td>Total Options</td>
<td>$1,178.45</td>
<td>$1,295.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$1,395.00</td>
<td>$1,395.00</td>
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<tr>
<td><strong>Total Price</strong></td>
<td><strong>$29,190.05</strong></td>
<td><strong>$30,590.00</strong></td>
</tr>
</tbody>
</table>

**SELECTED COLOR:**

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

**SELECTED OPTIONS:**

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>INVOICE</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>1LS</td>
<td>Preferred Equipment Group 1LS</td>
<td>NC</td>
<td>NC</td>
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<tr>
<td>5CY</td>
<td>Tires: P225/65R17 All-Season Blackwall</td>
<td>STD</td>
<td>STD</td>
</tr>
<tr>
<td>AG1</td>
<td>8-Way Power Driver Seat Adjuster</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>AG6</td>
<td>Front Passenger 4-Way Manual Seat Adjuster</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>AKO</td>
<td>Deep-Tinted Rear Glass</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>AL9</td>
<td>2-Way Power Driver Lumbar Control Seat Adjuster</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>AR9</td>
<td>Front Bucket Seats</td>
<td>STD</td>
<td>STD</td>
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<tr>
<td>B26</td>
<td>Driver Confidence II Package</td>
<td>$359.45</td>
<td>$395.00</td>
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<td>CGY</td>
<td>Retractable Cargo Shade</td>
<td>$68.25</td>
<td>$75.00</td>
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<td>CNI</td>
<td>GVWR: 4,630 lbs (2,100 kgs)</td>
<td>STD</td>
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<tr>
<td>FX6</td>
<td>3.87 Final Drive Axle Ratio</td>
<td>STD</td>
<td>STD</td>
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<tr>
<td>GAZ_01</td>
<td>(0 P) Summit White</td>
<td>NC</td>
<td>NC</td>
</tr>
<tr>
<td>HC8_01</td>
<td>(0 I) Medium Ash Gray w/Premium Cloth Seat Trim</td>
<td>NC</td>
<td>NC</td>
</tr>
<tr>
<td>IOR</td>
<td>Radio: Chevrolet Infotainment 3 System w/AM/FM</td>
<td>STD</td>
<td>STD</td>
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<tr>
<td>LXY</td>
<td>Engine: 1.5L Turbo DOHC 4-Cyl SIDI VVT</td>
<td>STD</td>
<td>STD</td>
</tr>
<tr>
<td>MNH</td>
<td>Transmission: Electronic 6-Speed Auto w/OD</td>
<td>STD</td>
<td>STD</td>
</tr>
<tr>
<td>NE1</td>
<td>CT/DE/ME/MD/MA/NJ/NY/OR/PA/RI/VT/WA Emissions Req</td>
<td>NC</td>
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<tr>
<td>PAINT</td>
<td>Monotone Paint Application</td>
<td>STD</td>
<td>STD</td>
</tr>
<tr>
<td>PCR</td>
<td>LS Convenience Package</td>
<td>$714.35</td>
<td>$785.00</td>
</tr>
<tr>
<td>RZS</td>
<td>Wheels: 17&quot; Aluminum</td>
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<td>STD</td>
</tr>
<tr>
<td>STDTM</td>
<td>Premium Cloth Seat Trim</td>
<td>STD</td>
<td>STD</td>
</tr>
<tr>
<td>U2K</td>
<td>SiriusXM Radio</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>UD7</td>
<td>Rear Park Assist w/Audible Warning</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>UDD</td>
<td>Multi-Color Enhanced Driver Instrument Info Display</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>UFG</td>
<td>Rear Cross Traffic Alert</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>UKC</td>
<td>Lane Change Alert w/Slide Blind Zone Alert</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>UPG</td>
<td>Bluetooth For Phone</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>USS</td>
<td>2 Rear USB Charging-Only Ports</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>UST</td>
<td>2 USB Ports &amp; Auxiliary Input Jack</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>UZ6</td>
<td>6 Speaker Audio System Feature</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>VK3</td>
<td>Front License Plate Mounting Package</td>
<td>$36.40</td>
<td>$40.00</td>
</tr>
<tr>
<td>WARRANT</td>
<td>Fleet Customer Powertrain Limited Warranty</td>
<td>NC</td>
<td>NC</td>
</tr>
</tbody>
</table>
Body Exterior Features:
- Number Of Doors: 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Door Handles: body-colored
- Front And Rear Bumpers: body-colored front and rear bumpers
- Rear Bumper Insert: chrome rear bumper insert
- Front License Plate Bracket: front license plate bracket
- Body Material: fully galvanized steel body material
- Body Side Cladding: black bodyside cladding
- Grille: black w/chrome surround grille

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

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

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

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Item XI. 5.

Tracker System: tracker system
Electronic Stability: StabiliTrak electronic stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

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

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

Standard Transmission:
Transmission 6-speed automatic w/ OD and auto-manual
Staff Report

Subject: Coastal Regional Commission Area Agency on Aging Meal Contract #2023-08
Author: Mark W. Barnes, Finance Director
Department: Finance
Meeting Date: 8/2/22
Item Description: Consideration to approve Coastal Regional Commission (CRC) Area Agency on Aging (AAA) Contract #2023-08 for FY 2023.

Summary Recommendation:
Staff is requesting approval of the CRC AAA Contract #2023-08 for the provision of services and meals to our elderly population.

Executive Summary/Background:
Each year the County renews a contract with Coastal Regional Commission of Georgia Area Agency on Aging to be the provider of Aging Services meals to our Senior Citizens in Effingham County. This funding source plays a significant role in the County’s ability to serve warm meals to the elderly population of Effingham County.

1. The contract provides federal and state funding to serve congregate and home-delivered meals.
2. The contract shows:
   - A total funding budget, from all sources, of $240,361.44.
   - Federal funding of $134,579.24.
   - State funding of $66,321.60.
   - Required match of $15,832.21.
   - Program income and other local funding of $23,628.39.

Alternatives for Commission to Consider:
1. Approve the CRC AAA Contract #2023-08.
2. Do not approve CRC AAA Contract #2023-08.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve the CRC AAA Contract #2023-08.

Other Alternatives: N/A

Department Review: Finance
**Funding Source:**
Funding is as noted from Federal and State funding. Required match is included in the FY 2023 Budget.

**Attachments:**
CRC Contract #2023-08 documents
Provider Checklist for FY 2023 Contracts

Contractor information or signature is required is required for the following items in the contract or attachments:

- **CRC-AAA Contract (Para 103):** Indicate any changes to Contractor Contact Information. Line through, correct, and initial.
- **CRC-AAA Contract:** Sign the last page (Signature Page) of the contract.
- **Annex A (Page A-1):** Indicate any changes to contacts or contact information for subsequent contracts. Line through, correct, and initial as needed.
- **Annex A (Section III.F):** Designate and provide comparison signatures for up to 3 person(s) authorized to sign Monthly Reimbursement Reports (Annex D).
- **Annex C – Certification Regarding Lobbying:** Sign page C-1 (Lobbying) and page C-2 (Debarment)
- **Annex G – HIPAA Last/Signature page:** Sign
- **Annex G – Appendix G1:** Complete individuals who can receive, use and Disclose PHI and PII to and/or from DHS and Coastal RC. (Attach own list if needed)
- **Annex G – Appendix G2:** Complete individuals who can access the DHS/RC data systems. (Attach own list if needed).
- **Annex J – Code of Conduct Questionnaire:** Complete all questions and sign.
- **Annex M – Immigration and Security Form:** complete and sign page M-1. Must include E-Verify Number and date/year issued.
  - **Annex M must** be notarized.
  - **If you sub-contract with another company/contractor,** have them complete, sign and notarize M-2 (Sub-Subcontractor Affidavit).

_________________________________________________________________________________________

Signature                                              Date
COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING CONTRACT

PROJECT: Congregate and Home Delivered Meals
CONTRACT # See Annex A

SECTION I: GENERAL CONTRACT PROVISIONS

PARA #101: CONTRACT BETWEEN

This contract is made and entered into by and between the Coastal Regional Commission, hereinafter referred to as the “CRC”;

The responsibilities of the CRC herein are performed through its Area Agency on Aging Department, hereinafter referred to as “AAA” under the policies and procedures of the Georgia Department of Human Services (DHS) Division of Aging Services (DAS).

AND

Effingham County Commission

legally empowered to contract pursuant to the laws of Georgia, and hereinafter referred to as the “CONTRACTOR”.

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia.

Nothing contained in this contract shall be construed to constitute the CONTRACTOR or any of its employees, agents, or subcontractors as a partner, employee, or agent of the CRC, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent CONTRACTOR.

PARA #102 CRC AND CONTRACTOR AGREEMENTS:

WITNESSETH:

WHEREAS, the CRC AAA has a need for and desires a comprehensive service delivery system comprised of an array of services for the elderly and/or disabled persons in the Coastal Georgia Planning and Service Area (PSA), funded by various fund sources. These services are to be rendered in order that elderly and/or disabled Georgians may live independently in their communities for as long as possible thereby preventing premature institutional placement; and
WHEREAS, the CONTRACTOR has represented to the CRC AAA its ability and interest in providing services to the elderly.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The CONTRACTOR agrees:

1. That the CONTRACTOR may move and/or close service delivery sites during the term of this contract only with the prior written approval of the Executive Director of the CRC.

2. That the CONTRACTOR will deliver the services described in Annex A.

3. That reimbursement of Title III funds for the first quarter (July, August, and September) of this contract year is limited to 25% of total federal and state funds as indicated in Annex A.

4. That reimbursement (unit cost or line item) will be as specified in Annex A.

5. That reimbursement for all services provided under this contract are performance based, to include quality of services, compliance, and/or the number of units served. CONTRACTOR also agrees that the CRC AAA may withhold reimbursement for low, poor, and/or non-compliance performance and if satisfactory explanations are not provided regarding the provision of units and/or services and the ratio of dollars expended.

6. That the CRC AAA may withhold reimbursement until all outstanding paperwork and/or reporting as required by the State and the CRC AAA is satisfactorily completed by the CONTRACTOR and received by the CRC. PARA #206 Programmatic Report Submissions and PARA #207 Expenditure Report Submissions of this contract provide report submission requirements.

7. That the CONTRACTOR will disclose any agreements between CONTRACTOR and clients receiving services under this contract.

8. That program income (contributions from participants) will be reported to the CRC AAA on the CONTRACTOR’s monthly financial reporting form for the same month in which it is contributed. The amount of the program income will be deducted from the CONTRACTOR'S monthly payment. Program income must be tracked separately.

9. That donations from individuals, agencies, organizations, churches, and other entities must be expended in the manner and in the time frame as specified by the donating individual or group. The receipt of these additional funds must be reported to the CRC AAA on the CONTRACTOR’s monthly financial reporting
form for the same month in which they are received.

10. That the CONTRACTOR will furnish the required match as indicated in Annex A. Requirements for certified cost and/or in-kind match are specified in PARA # 204 of this contract.

11. That the CONTRACTOR will use the DHS, Division of Aging Services, and CRC AAA reporting, information gathering and tracking forms. CONTRACTOR agrees to develop and maintain a separate file on each client as required by the Division of Aging and the CRC AAA. All required forms will be provided by the CRC AAA under separate cover.

12. That the CONTRACTOR will provide the service(s) as indicated in Annex A, Statement of Work at the unit cost specified in Annex A (if a unit cost has been established).

13. That the CONTRACTOR agrees to and acknowledges the hearing procedures for grievances as described in Annex B.

14. That the CONTRACTOR will use the Uniform Cost Methodology on an annual basis, in accordance with the Division of Aging Services’ policies and procedures and the CRC AAA policies and procedures to determine projected costs of contracted services.

15. That the CRC AAA has the right to reduce the amount of this contract. For instance, the CRC may exercise this option when projected expenditures are less than the contract amount, for non-performance of duties, or for non-compliance with this contract.

B. The CRC will:

1. Assess, monitor, and evaluate progress towards achievement of objectives set forth in all applicable requirements, guidelines, manuals, policies and procedures as required by the Department of Human Services, Division of Aging Services, and the CRC AAA.

2. Provide technical assistance, guidance, consultation, management support and other necessary support.

3. Process programmatic and financial reports and submit to the Department of Human Services, Division of Aging Services for evaluation, dissemination, and reimbursement for the CONTRACTOR.

This contract has an effective beginning date of July 1, 2022, and shall terminate on June 30, 2023, unless terminated earlier under other provisions of this contract.
PARA #103: DEPARTMENT AND CONTRACTOR CONTACT INFORMATION

A. Mailing Addresses: The mailing addresses, telephone numbers, and contact persons listed below for the Coastal Regional Commission (CRC) and the CONTRACTOR may be changed during the term of this contract by written notification to the other party by the CRC office representatives or by the CONTRACTOR.

1. The CRC mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Coastal Regional Commission
1181 Coastal Drive, SW
Darien, GA 31305
Telephone #: (912) 437-0821
Fax #: (912) 437-0821

2. The CONTRACTOR’s mailing address and telephone number for correspondence, reports, and other matters relative to this contract are:

Mark W. Barnes
Thomas J. Kilmartin, Finance Director
Effingham County Commission
601 North Laurel St.
Springfield, GA 31329
912-754-8011
912-754-6097 (FAX)

B. Mailing Address for Contract Payments: The CONTRACTOR’s mailing address for all contract payment checks or remittance advice is:

Mark W. Barnes
Thomas J. Kilmartin, Finance Director
Effingham County Commission
601 North Laurel St.
Springfield, GA 31329
912-754-8011
912-754-6097 (FAX)

PARA #104: NONDISCRIMINATION BY CONTRACTORS AND SUB-CONTRACTORS

A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the Department of Human Services’ policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment,
promotions, demotions, dismissal, and other elements affecting employment/employees.

B. NONDISCRIMINATION IN CONSUMER/CUSTOMER/CLIENT SERVICE PRACTICES: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the Department of Human Services' policy relative to nondiscrimination in consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, or denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department of Human Services and the CRC.

C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The CONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules, and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

D. SUBCONTRACTOR COMPLIANCE: The CONTRACTOR agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations, and policies described in this paragraph.

PARA #105: CONFIDENTIALITY OF INDIVIDUAL INFORMATION

The CONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and the Department of Human Services policy on respecting confidentiality of an individual's records. CONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/customer/client, or responsible parent or guardian.

The CONTRACTOR agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA) and Privacy rule promulgated in 45 CFR Part 160 and Part 164 subparts A and E. The CONTRACTOR understands and acknowledges that DHS is a covered entity as defined by HIPAA and the CONTRACTOR further understands and acknowledges that it is a business associate of DHS as defined by HIPAA and agrees to comply and abide by DHS' privacy standards and procedures. The CONTRACTOR therefore agrees that any use of protected health information pursuant to this contract will comply with all HIPAA and DHS requirements and privacy standards and procedures.

PARA #106: CONFLICT OF INTEREST

A. The CONTRACTOR and the CRC certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which
prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated, and will not be violated, in any respect.

B. CODE OF CONDUCT AND CONFLICT OF INTEREST: No officer, employee, or agent of the CONTRACTOR shall solicit or accept gratuities, favors, or anything of monetary value from suppliers, or potential suppliers, including subcontractors under this contract.

No officer, employee, or agent of the CONTRACTOR shall participate in the selection, award, or administration of a procurement supported by Aging funds where, to the individual’s knowledge, any of the following has a financial or other substantive interest in any organization that may be considered for award:

1. the officer, employee, or agent;
2. any member of his or her immediate family;
3. his or her partner, or
4. a person or organization which employs, or is about to employ, any of the above.

C. OFFICIALS NOT TO BENEFIT: No member of or delegate to a State or area Advisory Council shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

D. ANTI FRAUD PROCEDURES: The CRC maintains a high standard of integrity and ethics in the performance of its duties. The CRC Council has adopted an Antifraud Program which includes, among other standard procedures, the annual completion of a Code of Conduct Compliance Questionnaire by each of the employees of the CRC and each of the employees of each sub recipient/subcontractor of the funds/programs we manage for DHS and other governmental agencies. All contractors, employees must annually complete The Code of Conduct Compliance Questionnaire in Annex J attached hereto.

PARA #107: CONTRACT MODIFICATION/ALTERATION

A. Bilateral modification may occur as needed when such modification is requested in writing and signed by both parties and affixed to this contract as an amendment indicating the CRC’s AAA contract number involved and the paragraph(s) being modified or superseded.

B. Unilateral modification by the CRC’s AAA may occur in the event that either of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) are reduced during the term of this contract, the CRC has the absolute right to make financial and other adjustments to this contract and to notify the
CONTRACTOR accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the contract. A certification by the CRC’s Executive Director of the occurrence of either of the reductions stated above shall be conclusive.

C. Unilateral modification by the CRC’s AAA may occur in cases of non-compliance, unreasonable delays, non-performance, or under-performance. Planned performance shall be monitored against actual performance. Under-performance shall constitute CONTRACTOR approval of unilateral reduction in funds to the level of actual performance.

D. Unilateral modification by the CRC’s AAA may occur when cost data during contract negotiations was not accurate, complete or current. A unilateral modification by the CRC’s AAA may occur when a federal or state requirement has been added, revised, or amended during the period of performance or became effective during the period of performance.

PARA #108: CRC RIGHT TO SUSPEND CONTRACT

The CRC reserves the right to suspend the contract/sub-grant in whole or in part under this contract provision if it appears to the CRC that the CONTRACTOR is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the CRC, in the programmatic performance or service delivery.

PARA #109: SEVERABILITY

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as “part”) of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal, or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #110: TERMINATION

A. Due to non-availability of funds. Notwithstanding any other provision of this contract, in the event that either of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event that the sum of all obligations of the CRC incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the CRC as of that moment.
B. Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by the CRC for failure of the CONTRACTOR to perform any of the provisions hereof. Should the CRC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The CONTRACTOR will be required to submit the final contract expenditure report no later than 30 days after the effective date of written notice of termination. Upon termination of this contract, the CONTRACTOR shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.

C. For Convenience. This contract may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

D. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:

1. CONTRACTOR becomes insolvent or liquidation or dissolution or a sale of the CONTRACTOR’s assets begins.
2. CONTRACTOR or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation.
3. CONTRACTOR or any subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
4. CONTRACTOR has exhibited an inability to meet its financial or services obligations under this contract or fails to comply with Paragraph 113 of this agreement.
5. A voluntary or involuntary bankruptcy petition is filed by or against the CONTRACTOR under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the CONTRACTOR for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the CONTRACTOR.
8. The CRC deems that such termination is necessary if the CONTRACTOR or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia’s personnel, consumers/customers/clients, facilities, or services.
9. CONTRACTOR is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
PARA #111: COOPERATION IN TRANSITION OF SERVICES

The CONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason to cooperate as requested by the CRC or DHS to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the CRC. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the CRC and/or the Department of Human Services. CONTRACTOR further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the CONTRACTOR to the CRC and/or DHS immediately and shall become the property of the CRC and/or DHS.

PARA #112: FORCE MAJEURE

Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not constitute a default under this contract or be a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the CONTRACTOR from its liability for work performed by any subcontractor. If the services to be provided to the CRC are interrupted by a force majeure event, the CRC will be entitled to an equitable adjustment to the fees and other payments due under this contract.

PARA #113: ACCESS TO RECORDS AND INVESTIGATION

A. The state and federal government, the Department of Human Services, and the CRC shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the CONTRACTOR and subcontractor for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. At the request of the CRC, CONTRACTOR shall make any such records available to the CRC within 48 hours notice. CONTRACTOR and subcontractor record retention requirements are six years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

B. The CONTRACTOR agrees that the CRC and/or the DHS Office of Investigative Services, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the CONTRACTOR. The CONTRACTOR agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.
C. The CRC and the Georgia Department of Human Services Division of Aging Services shall have the right to monitor and inspect the operations of the CONTRACTOR and any subcontractor for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. The CONTRACTOR agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The CRC will provide the CONTRACTOR with a report of any findings and recommendations and may require the CONTRACTOR to develop corrective action plans as appropriate. Such corrective action plans may include requiring the CONTRACTOR to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the CRC.

PARA #114: COLLECTION OF AUDIT EXCEPTIONS

The CONTRACTOR agrees that the CRC may withhold net payments (voucher deduction) equal to the amount that has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The CONTRACTOR may also repay the CRC for the total exception by check.

PARA #115: SUBCONTRACTS

A. The CONTRACTOR will be responsible for the performance of any subcontractor to whom any duties are delegated under any provision of this contract. In no event shall performance of any provision of this contract be subcontracted without the prior written consent of the CRC.

B. The CONTRACTOR agrees to reimburse the CRC for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract, which are delegated, to the subcontractor.

C. If the CONTRACTOR subcontracts for the provision of any deliverables pursuant to this contract, the CONTRACTOR agrees to include the following in each subcontract:

1. Stipulations that the subcontractor is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records, and contract administration.

2. A clear statement of the service or product being acquired through said subcontract with detailed description of cost, including properly completed
Division of Aging Services Unit Cost Methodology documentation, as appropriate.

D. The CONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subcontractor who fails to adhere to the contract requirements. The CONTRACTOR's failure to proceed against a subcontractor will constitute a separate breach by the CONTRACTOR in which case the CRC and/or DHS may pursue appropriate remedies as a result of such breach.

PARA #116: PUBLICITY

A. CONTRACTOR must ensure that any publicity given to the program or services provided herein identify the Department of Human Services and the CRC's AAA as sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the CONTRACTOR. Prior approval for the materials must be received from the CRC and/or the DHS managing programmatic division/office. All media and public information materials must also be approved by the Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the CONTRACTOR shall not display DHS' or the CRC's name or logo in any manner, including, but not limited to, display on CONTRACTOR's letterhead or physical plant, without the prior written authorization of the DHS Commissioner and the CRC.

B. Notwithstanding subparagraph A above, if the CONTRACTOR is a county board of health, the DHS Commissioner's Office of Policy and Government Services must be notified prior to major publicity and or media campaigns developed by or for the board-operated programs that identify the Department as a sponsoring agency. This is to enable the Commissioner's Office of Policy and Government Services to support the effort and to respond in a timely manner to inquiries to the Department that might result. In addition, the CONTRACTOR shall not display the Department's name or logo in any manner, including, but not limited to, displays on CONTRACTOR's letterhead or physical plant, without the prior written authorization of the Commissioner of the Department.

PARA #117: INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS

A. Inventions and patents. The CONTRACTOR agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts, in writing, promptly and fully to the CRC. The federal agency and the Department of Human Services shall determine whether protection of the invention or discovery shall be sought. The federal agency and Department of Human Services will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall
be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

B. Copyrights. Except as otherwise provided in the terms and conditions of this contract, the author or the Department of Human Services is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the federal agency and the Department of Human Services shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government and departmental purposes.

C. Publications. All publications, including pamphlets, art work, and reports shall be submitted to the Department of Human Services on disk or electronically.

PARA #118: CONSULTANT/STUDY CONTRACT

A. The CONTRACTOR agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this contract until such time as the information has been provided to the CRC and the Department of Human Services, appropriately presented to the Board of Human Services, and made a matter of public record.

B. The CONTRACTOR further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this contract by any outside individual or organization must be conducted in conformance with Department of Human Services Policy 7901, Protection of Human Subjects.

C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the CRC and the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #119: CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS

A. The CONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract.

B. The CONTRACTOR is responsible for ensuring that subcontractors are appropriately licensed.

C. The CONTRACTOR agrees that if it loses or has sanctioned any license, certification, or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.
PARA #120: DRUG-FREE WORKPLACE

A. If CONTRACTOR is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

B. If CONTRACTOR is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:

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

2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: As part of the subcontracting agreement with (CONTRACTOR’s Name), (Subcontractor’s Name), certifies to the CONTRACTOR that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3.

C. CONTRACTOR may be suspended, terminated, or debarred if it is determined that:

1. The CONTRACTOR has made false certification hereinabove, or

2. The CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #121: FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING

A. Pursuant to Section 1352 of Public Law 101-121, the CONTRACTOR agrees that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

2. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding $100,000, the CONTRACTOR shall file with the CRC a signed “Certification Regarding Lobbying,” attached hereto as Annex C.
3. If any funds other than federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department; and

4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by CONTRACTOR under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:

   i. A cumulative increase of $25,000 or more in the amount paid, or expected to be paid, for influencing or attempting to influence a covered federal action; or

   ii. A change in the person(s) or individual(s) influencing, or attempting to influence, a covered federal action; or

   iii. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

Any CONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The CONTRACTOR shall require that the prohibitions and requirements of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

B. CONTRACTOR further agrees that in accordance with the federal appropriations act:

1. No part of any federal funds contained in this contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
2. No part of any federal funds contained in this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

C. CONTRACTOR further agrees that no part of state funds contained in this contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #122: CRIMINAL HISTORY INVESTIGATIONS

A. For the filling of positions or classes for employment in a position the duties of which involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients rendered under this Contract, the Contractor agrees that applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of O.C.G.A. § 49-2-14. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Gemalto-Georgia Applicant Processing Services (GAPS) system. Contractors must register with the GAPS at www.aps.gemalto.com/ga/index.htm and follow the instructions provided on the website.

For positions that do not involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this Contract, the Contractor agrees that applicants selected for such positions are required to complete a fingerprint-based State of Georgia background check only. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Gemalto-GAPS system. Contractors must register with the GAPS at www.aps.gemalto.com/ga/index.htm and follow the instructions provided on the website.

B. Pursuant to O.C.G.A. § 49-2-14, after receiving and reviewing the criminal history report generated through the Gemalto-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department’s Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant’s criminal history record needs further review. If it is determined that the applicant is not eligible to provide services to the Department, said applicant will not be eligible to provide services to the Department under any circumstances.
C. Provisions of paragraphs A and B shall not apply to:

1. Persons employed in day-care centers, group day-care homes, family day-care homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning; or

2. Personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

PARA #123: AIDS POLICY

A. CONTRACTOR agrees, as a condition to provision of services to the Department of Human Services consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The CONTRACTOR is encouraged to provide, or cause to be provided, appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the CONTRACTOR deems necessary. The CONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

B. Notwithstanding subparagraph A above, if the CONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled “Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV),” dated October 30, 1987, from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the Department's programs, it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #124: INDEMNIFICATION

CONTRACTOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, CRC, DOAS, and their officers and employees (collectively "indemnitees") of, from any and all claims, demands, liabilities, losses, costs, or expenses for any loss or damage for bodily injury, including but not limited to death, personal injury, property damage, attorneys' fees caused by growing out of, or otherwise happening in connection with, this Contract, due to any act or omission on the part of CONTRACTOR, its agents, employees, subcontractors, or others working at the direction of CONTRACTOR or on CONTRACTOR's behalf, or due to any breach of this Contract by
CONTRACTOR (collectively, the "Indemnity Claims").

This indemnification extends to the successors and assigns of the CONTRACTOR, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the CONTRACTOR.

If, and to the extent, such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "funds"), the CONTRACTOR agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the CONTRACTOR and its insurers waive any right of subrogation against the State of Georgia, the Indemnities, and the Funds and insurers participating there under, to the full extent of this indemnification.

CONTRACTOR shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss, or damage asserted against Indemnitees shall be binding upon indemnitees unless expressly approved by the Indemnities.

PARA #125: DEBARMENT

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, CONTRACTOR certifies by signing Annex C that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. CONTRACTOR further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

PARA #126: PROPERTY MANAGEMENT REQUIREMENTS

The CONTRACTOR agrees:

A. That all non-expendable personal property purchased, in total or in part, with funds received from the CRC during the term of this contract and all previous contracts is property of the State of Georgia and the Department of Human Services and is subject to the rules and regulations of the Department of Human Services throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Office of Facilities and Support Services, Asset Services Section and the CRC’s AAA.

B. To adhere to all policies and procedures as promulgated in the DHS Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if
applicable, the Vehicle Management Manual, which are by reference made a part of this contract. CONTRACTOR understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.

C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 30 days after acquisition of such property, to the CRC office.

The CRC office will then forward the completed Form #5111 to the DHS Office of Facilities and Support Services, Asset Services Section, Two Peachtree Street, N.W., Suite 32.270, Atlanta, Georgia 30303-3142. For any Department-owned vehicles operated under this contract, the CONTRACTOR agrees to submit to the Department the Utilization and Data Report furnished by the Asset Services Section in accordance with the DHS Vehicle Management Manual, Chapter 4, Part G.

D. In the event that contract is terminated prior to expiration or is not renewed, CONTRACTOR agrees to properly dispose of all state property as follows:

1. Prepare Form 5086, Equipment Status Change Form, listing all state equipment in the CONTRACTOR’s possession and send this form to the CRC for final disposal determination; and
2. Upon notification by the Office of Facilities and Support Services, CONTRACTOR agrees to transport the state property to the designated State surplus facility. Expenses incurred by the CONTRACTOR in transporting this equipment may be charged to the terminated contract.

The CRC property coordinator will confirm, by written notification to the Office of Facilities and Support Services, that all surplus property listed on completed Form 5086 has received proper disposition.

**PARA #127: DOCUMENTATION OF RENT COST**

A. All CONTRACTORs budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from the Department).

B. Public facility maintenance in lieu of rent budgeted by the CONTRACTOR will be supported by a Local Statement of Service and Maintenance Cost in Lieu of Rent in Public Buildings, DHS Form #5464, and by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from the Department). Rent per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with OMB Circular A-87.
PARA # 128: HOLD HARMLESS CLAUSE

The CONTRACTOR agrees to indemnify and hold harmless the CRC and its employees against any and all liability, loss, damages, cost, or expenses which it may hereafter incur, suffer, or be required to pay by reason of any error or omission, misfeasance, malfeasance, or through the negligent or willful conduct of the CONTRACTOR or its employees or any subcontractor of the CONTRACTOR.

PARA # 129: VIOLATIONS OF THIS CONTRACT

The CRC will impose sanctions and/or penalties for violations or breaches of the terms of this contract. Sanctions and penalties include, but are not limited to, the following:

A. Withholding payment to the CONTRACTOR until the violation has been corrected;
B. Disallowance of costs associated with or created by the violation;
C. De-obligation of funds from this contract;
D. Termination of this contract in accordance with PARA #110.

PARA # 130: SAFE FACILITIES

The CONTRACTOR agrees that each facility used for the delivery of services to the clients under this contract will be physically and environmentally safe and have an annual fire and health inspection, as appropriate, and that the reports of these inspections will be conspicuously posted at the facility location.

PARA #131: COMPUTER AND DATA ENTRY REQUIREMENTS

A. EQUIPMENT:

Following are the minimum specifications for equipment, the operating systems, and software required for providers to use the Uniform Cost Methodology (UCM) and to comply with the recording requirements of the Division of Aging Services Data System (DDS):

Minimum Computer Requirements
- Intel Core i3, 500 GB Hard Drive (or better)
- 4 GB RAM (or higher)
- 17" LCD Monitor
- Network card to support DSL or other high-speed Internet connection
- Good quality laser printer
- Keyboard
- Mouse
- Windows 7 Professional or higher Operating System
CONTRACTOR must have the ability to connect to the Internet and the DAS Data Management System server through digital Service Line or other high-speed Internet connection.

CONTRACTOR must also have at least one email address designated for each service site and the ability to receive referrals in an electronic format.

B. DATA ENTRY

Each CONTRACTOR receiving in excess of $25,000 of funding from the Area Agency on Aging agrees to enter data into the DDS as prescribed by the Area Agency on Aging. CONTRACTOR is responsible for all computer purchase, monthly internet expense and maintenance costs associated with regular, monthly data entry into the DDS.

PARA #132: CLIENT COMPLAINT PROCEDURES

CONTRACTOR shall ensure that written client complaint procedures are established for use by each service provider site/program. These procedures shall provide all clients with the opportunity for and means of communicating those aspects of the service which have negative impact on them. Each client must be informed of his/her right to make such complaints and of the procedures for filing such complaints prior to the beginning of service delivery.

PARA #133: CLIENT APPEAL PROCEDURES

CONTRACTORS shall ensure that written appeals procedures are established for use by each service provider program/site. These procedures shall provide all clients or their advocates with the opportunity to appeal provider staff decisions concerning the provision of services, including, but not limited to, the initiation or termination of services, and increases or decreases in service levels. The intent of these procedures must be to assure client satisfaction with the services provided and it is the responsibility of the service provider to give specific consideration to the clients' concerns.
SECTION II:  BUDGET REQUIREMENTS, PAYMENT PROVISIONS, and CLIENT REFERRAL PROCESS

PARA #201: PAYMENT TO CONTRACTOR AND CONTRACTOR MATCH REQUIREMENT

A. The contract allocation attached to this contract as Annex I is made a part of this contract.

B. The CONTRACTOR agrees that the CRC will be provided a cost allocation plan as part of the Budget should the CONTRACTOR provide any service other than those specified in this contract.

C. Within thirty (30) days from the date of receipt of a request for budget amendment approval, the CRC will review the request and notify the CONTRACTOR of its decision. If the request for approval is still under consideration at the end of thirty (30) days, the CRC will inform the CONTRACTOR in writing as to when to expect the decision.

D. Any program income generated as a result of this contract activity shall be expanded as an additional cost alternative.

E. Program income collected shall be expended monthly or at intervals such that state and federal funds are not expended at an accelerated rate.

F. Payment for reimbursement of expenditures shall be processed and mailed to the CONTRACTOR by the CRC within five business days of receipt of such funds from the Georgia Department of Human Services Division of Aging Services. Payments will be mailed to the address indicated in Paragraph 103B. Funds from the Division of Aging Services are generally received between 30 and 60 calendar days following the last day of the period being reimbursed.

G. Payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below:

1. July 1 through September 30 - Reimbursement for this period will not exceed 25% of the allocation as reflected on the then current budget attached hereto as Annex I. Any excess funds can be used for expenses through the remainder of the contract period.

2. October 1 through June 30 -- Reimbursement for this period will not exceed 75% plus any excess funds from first quarter, and this contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.
PARA #202: CONTRACT BUDGET ANNEX

A. The Uniform Cost Methodology (UCM) spreadsheet(s) must be completed by all CONTRACTORS. All UCM Spreadsheets are considered a part of this agreement. CONTRACTOR acknowledges that all non-AAA funding contributed to the programs must be enumerated on the 4.2 Revenue Plan and Units/Persons Served form. Failure to provide adequate proof of non-CRC revenue to cover program expenses as outlined on 4.2 may result in contract re-negotiation. CONTRACTOR will notify CRC in writing of any reduction of 20% or more of non-CRC funding.

B. The contract allocation attached to this contract as Annex I is made a part of this contract.

C. Any program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below and identified by service:

Alzheimer’s Services, GCRC, CBS, CKOF, and GeorgiaCares - SHIP - Additional Costs Alternative, Deduction Alternative, or combination.
Title III/VII, SSBG, and LTCO Programs - Combination of Cost Sharing/Match Alternative, Additional Cost Alternative, Deduction Alternative.

D. Program income collected shall be expended monthly or at intervals such that state and federal funds are not expended at an accelerated rate.

PARA #203: BUDGET VS. EXPENSE LIMITATION

A. The maximum reimbursement to the CONTRACTOR is the total state and federal funds in this contract.

B. Budget revisions are necessary in the following situations:

1. When the scope or objectives of the program change.
2. When line item expenditures are expected to exceed 10% of the previously approved line item at Area Agency on Aging levels. Note: Area Agency on Aging has authority to approve sub-CONTRACTOR budget revisions.

C. Within 30 days from the date of receipt of a request for budget revision requiring a contract amendment, the CRC will review the request and notify the CONTRACTOR of its decision. If the request for approval is still under consideration at the end of 30 days, the CRC will inform the CONTRACTOR in writing as to when to expect the decision.

D. CONTRACTOR is expected to forecast the number of clients to be served by fund source by site at the beginning of the contract period. In addition, CONTRACTOR
should access financial and programmatic reports monthly from the Georgia DDS system in order to properly manage budgets and expenditures. Failure to expend funding in a timely manner may result in a reduction in contract amount.

**PARA #204: REQUIREMENTS FOR CERTIFIED COST AND/OR IN-KIND MATCH:**

A. Monthly reimbursement by the CRC of federal, state, and other funds will be prorated in direct percent proportion to the certified cost/cash contribution and/or in-kind match values established in the CONTRACTOR accounting records and reported to the CRC on the required expenditure report as per 45 CFR - Part 74.61 (b) and 74.53(d). Verifiable accounting records, which adequately identify certified cost/CPE must be maintained. Allowability of certified cost/cash contributions and in-kind match valuations shall be determined under the provisions of the appropriate federal cost principles as indicated in Paragraph 301 of this contract, a current copy of which the CONTRACTOR acknowledges has been previously received and that it has been reviewed and is understood. The state term "certified cost" and the federal term "cash contributions" are synonymous terms and are defined below:

1. Cash Contributions: Cash contributions represent the CONTRACTOR’s cash outlay, including the outlay of money contributed to the CONTRACTOR by other public agencies and institutions, and private organizations and individuals.

B. The state and federal term “in-kind match” is synonymous and is defined below:

1. In-Kind Contributions: In-kind contributions represent the value of non-cash contributions provided by (1) CONTRACTOR, (2) other public agencies and institutions, and (3) private organizations and individuals. In-kind contributions may consist of charges for real property and equipment, and value of goods and services directly benefiting and specifically identifiable to the Federal grant program contract.

2. The following requirements pertain to the CONTRACTOR’s Supporting records for in-kind contributions from private organizations and individuals:
   a. The number of hours of volunteer services must be supported by the same methods used by the grantee for its employees.
   b. The basis for determining the charges for personal services, materials, equipment, buildings and land must be documented.

C. The CONTRACTOR further agrees to maintain accounting records relative to certified cost/in-kind match in such a manner as to specifically identify each detailed accounting transaction to this specific contract/federal program and that these records will be available for the Georgia Department of Human Services, Department of Audits and/or federal auditors to review.

D. The CONTRACTOR agrees to submit a monthly-certified cost report, DHS Form
#5215 (Annex F), not later than the 7th working day following the end of each month during the term of this contract.

E. CONTRACTORS that utilize sub-CONTRACTOR provided in-kind match or certified cost match will maintain on file the sub-CONTRACTORs, Form #5215 as supporting documentation of CONTRACTOR's own Form #5215, Annex F.

PARA #205: FIDELITY BONDS:

A. IN the event funds are advance on this contract, those having the responsibility for the expenditure of funds made available under this contract shall be required to post a fidelity bond in an amount sufficient to assure sound fiscal practices in order to assure the Federal Government and the State against loss of funds coming into their possession under the terms of this contract. Such bond shall be payable to, or shall benefit to the State of Georgia, Department of Human Services. The dollar amount of the fidelity bond shall be determined through use of the DHS Schedule of Fidelity/Assurance Bonds.

B. Fidelity bonds shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR Part 223). A list of these companies is published annually by the Federal Department of the Treasury in its Circular 570.

PARA #206: PROGRAMMATIC REPORT SUBMISSION:

The CONTRACTOR agrees to submit a monthly programmatic/performance statistical report in the form and manner specified by the Division of Aging Services, and shall enter service logs into DDS for the current month's activities not later than the seventh (7th) working day after the end of each month during the term of this contract. The report forms to be used will be provided by the CRC. Originals of actual client service logs completed in blue ink will also be mailed to the CRC by the seventh (7th) day of the month. Fax transmittals will be accepted but originals shall also be submitted.

PARA #207: EXPENDITURE REPORT SUBMISSION

During the term of this contract, the CONTRACTOR agrees to submit a monthly expenditure report in the form and manner specified by the CRC not later than the seventh (7th) working day following the end of the month in which the expenses occurred. The report forms to be used will be provided by the CRC as listed in Annex D.

The CONTRACTOR further agrees to submit the "Final Supplemental" expenditure report on this contract, if required, not later than thirty (30) calendar days following the contract termination date. Any reimbursement request submitted after said thirty (30) days will not be paid by the CRC.

In the event the contract is terminated during the term, the maximum amount the CRC shall be required to reimburse pursuant to the "Final Supplemental" report referenced
herein is the percentage of permissible expenditures through that period in the program year. Percentages are as follows:

<table>
<thead>
<tr>
<th>Month</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>July</td>
<td>8.3%</td>
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<tr>
<td>August</td>
<td>16.6%</td>
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<tr>
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</tr>
<tr>
<td>May</td>
<td>91.6%</td>
</tr>
<tr>
<td>June</td>
<td>100.0%</td>
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</tbody>
</table>

**PARA #208 INFORMATION & REFERRAL POLICIES:**

CONTRACTOR acknowledges the CRC Area Agency on Aging is the single point of entry for all AAA funded Aging programs with the exception of Title V, Long Term Care Ombudsman Activities, Elderly Legal Assistance, and Title III C1 Programs. All clients taken into Aging programs other than these shall be screened and referred to the service CONTRACTOR by the CRC AAA Information and Assistance Specialists. All inquiries received and contacts made by the CONTRACTOR for Aging Services must be forwarded to the AAA for telephone screening before clients can receive Aging services. Service CONTRACTOR agrees to provide CRC toll free telephone number (800-580-6860) for the AAA Aging Disability Resource Connection (ADRC) office to inquirers and encourage them to call the number for a telephone screening to identify their service needs and provide referral to the appropriate services available.

Upon receiving a client referral, the CONTRACTOR agrees to perform a face-to-face assessment with the client and respond back to the CRC AAA with a complete DHS intake and assessment client disposition within ten (10) working days of receipt of the referral.

**PARA #209 PROVIDER TRAINING:**

Provider agrees to send appropriate aging program staff to all trainings and quarterly meetings provided by the Division of Aging Services and the CRC. Failure to have appropriate staff in attendance at all mandatory sessions will subject the CONTRACTOR to sanctions.

**PARA #210: SERVICE AREA**

The county service area(s) outlined in Annex I 4.2 Revenue Plan and Units/Persons Served obligate the CONTRACTOR to serve all clients referred by the CRC in such area regardless of where the client lives within the county.
SECTION III: COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS, AND STANDARDS

PARA #301: STATE AND FEDERAL LAWS, RULES, REGULATIONS, AND STANDARDS

CONTRACTOR agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the CRC for any loss of funds or resources resulting from non-compliance by the CONTRACTOR, its staff, agents, or subcontractor as revealed in any subsequent audits. CONTRACTOR understands that the following items specifically apply to this contract, but do not exclude any other applicable federal or state laws or regulations. Notwithstanding any other provision of this agreement, CONTRACTOR agrees to notify the CRC verbally and in writing within 24 hours of any hazardous circumstances occurring in any facilities where seniors gather pursuant to this agreement. Hazardous circumstances may include but are not limited to: food poisoning, chemical leaks, hazardous lead exposure, building code violations leading to unsafe conditions, excessive mold or any health emergency that occurs as a direct result of unsafe or hazardous circumstances within the facility.

A. Compliance with Health Insurance Portability and Accountability Act (HIPAA):
   It is understood and agreed that the CRC is a “covered entity” as defined by HIPAA of 1996 and the federal “Standards for Privacy of Individually Identifiable Health Information” promulgated there under at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the CRC that its use or disclosure of any person’s protected health information received from or on behalf of the CRC will be governed by the Business Associate Agreement, attached hereto as Annex G which the CONTRACTOR agrees to by signing and submitting with this contract. Such Business Associate Agreement is executed and is effective simultaneously with this contract/amendment. However, the Business Associate Agreement will survive this contract/amendment pursuant to Section E of the Business Associate Agreement.

B. 45 CFR Part 74; as used in this contract, the word CONTRACTOR is synonymous with the word Sub-grantee as used in this Code of Federal Regulations.

C. The federal cost principles for determining allowable costs for this contract are OMB Circular A87 and OMB Circular A122.


E. Georgia Division of Aging Services programmatic policies and procedures, Standards and Guidelines for Area Agencies on Aging, as Amended.
F. Community Care Services Program Policies and Procedures, as amended.

G. Brookdale Model Guidelines: How to Start and Manage a Group Activities and Respite Program for People with Alzheimer’s and their Families.

H. 45 CFR Part 92

I. Federal Programmatic Regulations:


- LONG TERM CARE OMBUDSMAN - Older Americans Act of 1965, as amended (42 USC 3027 (e) (12) 45 CFR 1321 O.C.G.A. 31-8-50 et. seq.

- SSBG Social Services Block Grant (Title XX) Omnibus Budget Reconciliation Act of 1981 P. L. 97-35


PARA #302: AUDITS AND FINANCIAL REPORTING REQUIREMENTS FOR NON-PROFIT AGENCIES

Contractors that expend $300,000 or more in Federal funds during their fiscal year agree to have a single entity-wide audit conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, OMB Circular A-133 entitled, "Audits of States, Local Governments, and Nonprofit Organizations." The audit-reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

Contractors expending $100,000 or more in State funds during their fiscal year agree to have an entity-wide audit conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit-reporting package shall include the documents listed in Policy 1244 of the DHS
Directives Information System.

Contractors expending at least $25,000 but less than $100,000 in State funds during their fiscal year agree to prepare unaudited entity-wide financial statements for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official as described in Policy 1244 of the DHS Directives Information System.

CONTRACTOR further agrees to submit the required audit or financial statements in the quantities set forth below, within 180 days after the close of the CONTRACTOR’s fiscal year.

Two (2) copies to:

Coastal Regional Commission
Attention: Finance Director
1181 Coastal Drive, SW
Darien, GA 31305

CONTRACTOR understands that according to the provisions of Title 50, Chapter 20, Sections 4 and 6 of the Official Code of Georgia, failure to comply with the above audit and financial reporting requirements could cause for DHS and the CRC to suspend payments, to terminate this contract, to require a refund of all monies received under this contract and to prohibit the CONTRACTOR from receiving funds from any state organization for a period of twelve (12) months from the date of notification by DHS, the State Department of Audits and Accounts, or the CRC.

PARA #303: IMMIGRATION AND SECURITY

CONTRACTOR agrees that Contractor complies with O.C.G.A. Sec. 13-10-90 et seq. regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all federal and state immigration laws, including but not limited to O.C.G.A. §13-10-91.

Contractor certifies by signing and providing the sworn affidavit titled Security and Immigration Affidavits, attached hereto as Annex M, that Contractor will comply with O.C.G.A. Sec. §13-10-90 et seq., and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-contract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in the Annex titled Security and Immigration. Affidavits at the initiation of and throughout the contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.
PARA #304: ENTIRE UNDERSTANDING

This contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this contract. No other understanding, oral or written regarding the subject matter of this contract, may be deemed to exist or to bind the parties at the time of execution.
SECTION IV: CONTRACT ANNEXES

PARA #401: CONTRACT ANNEX INCLUSION

This contract includes Annexes as listed below, which are hereto attached:

<table>
<thead>
<tr>
<th>Annex</th>
<th>Description</th>
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<tbody>
<tr>
<td>A</td>
<td>Statement of Work</td>
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<tr>
<td>B</td>
<td>Hearing Procedures</td>
</tr>
<tr>
<td>C</td>
<td>Certification Regarding Lobbying</td>
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<tr>
<td></td>
<td>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction</td>
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<tr>
<td>D</td>
<td>FY 2023 Financial Forms</td>
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<tr>
<td>E</td>
<td>Taxonomy of Services</td>
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<tr>
<td>F</td>
<td>Report of Certified Cost, Form 5215</td>
</tr>
<tr>
<td>G</td>
<td>HIPAA Business Associate Agreement</td>
</tr>
<tr>
<td>H</td>
<td>Uniform Cost Methodology</td>
</tr>
<tr>
<td>I</td>
<td>4.2 Revenue Plan and Units/Persons Served</td>
</tr>
<tr>
<td>J</td>
<td>Code of Conduct Questionnaire</td>
</tr>
<tr>
<td>K</td>
<td>Contractor Responsibilities, Rewards, and Sanctions</td>
</tr>
<tr>
<td>L</td>
<td>Contract Amendment Correspondences</td>
</tr>
<tr>
<td>M</td>
<td>Immigration and Security Form</td>
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<tr>
<td>N</td>
<td>DHS Notice: Critical Incident Reporting</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.

**CONTRACTOR EXECUTION:**

Signature – Authorized Person

Typed Name and Title

Typed Name of Agency

Date Signed

**CRC EXECUTION:**

Signature – Executive Director

Allen Burns, Executive Director

Typed Name and Title

Date Signed

Signature – CRC Chairman

Jason Coley, CRC Chairman

Typed Name and Title

Date Signed
Contract # 2023-08

STATEMENT OF WORK

I. CONTRACTOR DATA

Contractor: Effingham County Commission  
Project: Operation of a Senior Center with Congregate and Home Delivered Meals  
Contract Period: July 1, 2022, through June 30, 2023  
Physical Address: Effingham County Commission  
601 North Laurel St.  
Springfield, GA 31329  
Mailing Address: Effingham County Commission  
601 North Laurel St.  
Springfield, GA 31329  
Financial Contact: Thomas J. Kilmartin, Finance Director  
601 North Laurel St.  
Springfield, GA 31329  
(912) 754-8011  
(912) 754-6097 (FAX)  
Programmatic Contact: Theresa Johnson  
Effingham County Senior Center  
128 New Stillwell Road  
Springfield, GA 31329  
(912) 754-2138  
(912) 754-2152 (FAX)
II. SUMMARY

A. Purpose of Project

The purpose of the project is to operate a senior center in Effingham County that complies with Department of Human Services (DHS), Division of Aging Services (DAS) requirements and serves as a focal point for older individuals in the community. The senior center will serve a noon meal to senior center (congregate) participants and deliver a noon meal to participants of the home delivered meals (HDM) program.

Activities performed under this contract will be in compliance with all pertinent DHS DAS requirements, including procedural issuances, DHS DAS Requirements for Non-Medicaid Home and Community Based Services (Section 206 related to senior center requirements and Section 304 related to nutrition service program guidelines and requirements), and any other current or forthcoming manual material or directives.

B. Program Objectives

The program objectives are as follows:

1. To operate a senior center in Effingham County, including delivery of home delivered meals, for a minimum of 250 days per year, with a maximum of ten (10) holidays to be observed on dates approved by the Coastal Georgia Area Agency on Aging (AAA).

2. To operate a senior center for a minimum of six hours per day (8 a.m. to 2 p.m.)

3. To serve 13,008 congregate meals, a minimum of 5,000 congregate meals (units) at the center annually

4. To serve an average of at least 20 congregate meals/participants at each center daily with an overall goal of serving an average of 30+ clients daily.

5. To offer a minimum of two hours per day of planned activities with an overall goal to provide four or more hours of planned activities daily. These activities are in addition to nutrition education services, but may include recreation, exercise, health promotion/wellness, and medication management activities.

6. To offer planned activities in recognition of national observances relevant to older adults, (i.e. Older Americans Month, World Elder Abuse Awareness Day, and Alzheimer’s Awareness Month).
7. To ensure the provision of at least one health promotion/wellness activity per month at the senior center. Health promotion/wellness activities include presentations regarding breast cancer, heart disease, diabetes, etc.

8. To ensure the provision of at least four medication management activities annually at the senior center. Medication management activities include "brown bag" seminars, GeorgiaCares presentations, pharmacists as guest speakers, etc.

9. To ensure the provision of a nutrition education session at least once monthly at the senior center. Each nutrition education session must last at least 15 minutes.

10. To ensure the provision of at least two exercise/physical fitness activities per week at the senior center. Physical fitness activities include walking, chair exercises, theraband exercises, etc.

11. To ensure the provision of at least ten recreation activities per month at the senior center. Recreation activities include sports, the performing arts, games, and crafts, which are facilitated by the site manager or another instructor/provider. Each recreation activity must last at least 30 minutes.

12. To ensure the provision and documentation of quarterly fire drills and annual tornado drills at the center.

13. To serve 27,259 home delivered meals (units) in Effingham County annually.

14. To ensure the provision and documentation of nutrition education to home delivered meals participants at least monthly.

C. Population to be Served

While there are exceptions, congregate and home delivered meals participants must (1) be 60 years of age or over or (2) be the spouse of a participant, regardless of age. Home delivered meals participants must also have functional impairments that prevent them from participating in a congregate meals program, or be responsible for the care of a dependent, disabled person in the home, to the extent that they cannot leave the person to attend a congregate site. Preference will be given to those in greatest economic or social need, and emphasis will be placed on low-income minority individuals and rural elderly.

Detailed eligibility requirements (and exceptions) are not outlined in this Annex A. However, details of eligibility and priority of services for congregate and home delivered meals are outlined in Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services (Sections 304 and 304).
Centers must be safe and accessible for all eligible individuals and comply with the Americans with Disabilities Act requirements, relating to access, and any other relevant DAS standards or program requirements. (Requirements regarding safety and accessibility are outlined in Section 206.5.2 of the Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services.)

D. Service Area

The service area is Effingham County, Georgia.

E. Staffing Requirement

The contractor must employ at least one staff person to serve as the senior center site manager who will supervise and provide oversight for the center and will ensure all requirements are met. He/she must demonstrate appropriate knowledge and skills to work with an elderly population, general ability to complete required fiscal and programmatic reports in an accurate and timely manner, and ability to gather and report required client data in the manner specified by the AAA and/or the Division of Aging Services.

In the absence of a site manager (due to sick leave, personal leave, training attendance, etc.), another employee of the contractor must be present to supervise the center during the period of time that participants are in attendance.

F. Food Service and Delivery

Under a sub-contract arrangement, meals are prepared on a daily basis at the Effingham County Prison kitchen and are delivered to the senior center locations. Contractor staff at the senior center will be responsible for keeping food at the appropriate temperatures. Contractor staff will be responsible for serving the food at the center and for clean up after each meal.

The Food Service Manager at the Effingham County Prison is also responsible for individual packaging and delivery of home delivered meals to participants in the Home Delivered Meals program. The Prison will provide packaging material and will employ at least one staff person to deliver meals to the senior center and ensure that the state-required "holding" time of four hours is met. The last home delivered meal must be delivered (and the last congregate meal served) within four hours of food preparation. Volunteers should also be used to assist with meal packaging and/or delivery.

Contractor staff must comply with all nutrition program standards for food handling, processing, temperatures, food safety, and sanitation. Individuals serving food must wear hairnets and gloves. (Contractor staff continues to be responsible for food safety and temperatures when occasional picnic meals provided by the food vendor are served. If a meal is eaten at a restaurant during the course of a planned
trip, the restaurant staff and contractor staff share responsibility for food safety and temperatures.)

G. Required Service Days and Requests for Schedule Changes

Home delivered meals must be delivered 250 days per year, and congregate services must be provided 250 days per year. Non-delivery due to holidays shall not exceed 10 days per contract year.

Requests for deviations from the normal operating schedule must be submitted to the AAA for approval at least two weeks prior to the planned event. Deviations include center closings, picnics, trips, restaurant meals, etc.

If the contractor wishes to allow occasional meals/barbecues, etc. provided by churches, banks, or other organizations, the events must be scheduled after the normal operating hours of the senior center. Aging funds will not be expended for these events. (Contractor staff and the agency providing the meal are responsible for food safety and temperatures.)

H. ADRC as Single Point of Entry

The Coastal Georgia Area Agency on Aging is the single point of entry for aging programs, including congregate and home delivered meals services. Clients admitted into the programs shall be screened and referred to the contractor by the AAA’s Aging Disability Resource Connection (ADRC) intake and screening staff via an electronic format. Contractor staff is responsible for submitting a completed client disposition form to the AAA ADRC within (5) five business days after receiving client referrals.

When the contractor receives inquiries about services or requests for Home Delivered Meals (HDM) services, the information must be forwarded to the AAA where ADRC staff will conduct telephone screening. In the event there is no waiting list for HDM, the AAA ADRC staff will conduct the telephone assessment and then forward all information to the Contractor so that services can be initiated.

When space is available for new participants at the senior center, the site manager may conduct the initial assessment and enter the client intake and assessment information into the DAS Data System (DDS). In the event the senior center is operating at capacity and cannot accept new participants, the site manager shall refer individuals to the AAA ADRC office for a telephone assessment and placement on a waiting list.

The contractor agrees to provide the AAA toll free telephone number (800-580-6860) to inquirers and encourage them to call the number for a telephone screening to identify their needs and for referral to the appropriate services.
I. Intake/Registration and Assessment/Reassessment

Contractor staff is responsible for registering clients into the DAS Data System once services are initiated and for conducting client assessments and reassessments for participants in accordance with DAS guidelines. The Contractor will maintain a participant file for each home delivered and congregate client. The file will contain all pertinent forms and information related to the participant.

When a client's services are terminated (due to death, relocation, eligibility changes, etc.), Contractor staff is responsible for entering an "end date" in the client's DDS record indicating the date of and reason for the termination. Contractor staff is responsible for sending in a client disposition form within (5) five days after receiving the referral and/or termination of service.

J. Outreach Activities

Contractor staff must conduct outreach activities with emphasis on identifying potential congregate and home delivered meals program participants who are among those in greatest social and economic need. All outreach activities must be documented, and the documentation must be filed and maintained at the Senior Center. Outreach activities may include, but are not limited to, public service announcements, flyers, presentations at local clubs and associations, and faith-based contacts.

K. Additional Contractor Staff Responsibilities

In addition to contractor staff responsibilities specifically outlined in other sections of this Annex A, contractor staff must also:

a. Solicit volunteers, as needed, to assist with operation of the senior center, provision of congregate meals and services, and delivery of home delivered meals. (Volunteer time may be utilized as in-kind local match.)

b. Attend and participate in quarterly training and menu planning meetings conducted by the AAA.

c. Maintain detailed and diverse calendar of activities. While the AAA recognizes that planned activities may change during any given month, the contractor shall submit said calendars to the AAA for review monthly, at least five (5) business days before the month begins.

d. Complete program monitoring and evaluation (i.e., customer satisfaction) and document such evaluation. Contractor staff must submit an annual written report that summarizes evaluation findings, improvement goals, and an implementation plan.

e. Attend training sessions scheduled by the AAA or the Division of Aging Services

f. Assisting Coastal Georgia Area Agency on Aging staff with the maintenance of an up-to-date waiting list of potential congregate and home delivered meals participants
g. Utilize a meal reservation system to ensure that wasted congregate and home delivered meals are kept at a minimum.
h. Maintain at least one computer station for site manager and program participant use. Site manager shall maintain an active email account.

Contractor will cooperate with the AAA in the implementation of senior center re-design, evidence-based programming and the development and implementation of a volunteer program that supports our aging services delivery system. Contractor shall adopt best practices that utilize advances in technology relevant in the field of aging and beneficial to the clients we serve. Contractor will include goals in their annual report that support senior center re-design, evidence-based programs, volunteerism and technology.

L. Site Council

Senior center staff is responsible for the development of a senior center site council, consisting of senior center participants. The site council gives participants the opportunity to have input into activities and decisions that affect the senior center. The site council advises the staff on the needs and concerns of the participants; gives support and assists with site programs, services, and activities; and reviews meal preferences and complaints. The site council, with input from the site manager and contractor, is also responsible for decisions related to expending funds raised via participant fundraisers (bake sales, raffles, etc.). Site council minutes must be taken for all meetings and must reflect the decisions of the council.

M. Availability of Technical Assistance

The Coastal Regional Commission’s AAA will provide guidance and technical assistance, as needed, to contractor staff. The AAA’s Nutrition and Wellness Coordinator will be available to assist in the planning and organization of successful wellness programs and to assist staff in meeting medication management, wellness/health promotion, and exercise/physical fitness goals. The AAA will also provide assistance in meeting nutrition education requirements.

III. PROJECT MANAGEMENT

A. Program Management System

The Effingham County Commission is a branch of the County government. The County Administrator is responsible for the overall performance of the project.

B. Financial Management System

The contractor maintains financial records in accordance with generally accepted accounting principles. The scope of their annual audit includes Generally Accepted Auditing Standards, Government Auditing Standards, and OMB Circular A-133. A copy of the annual audit will be submitted to the Coastal Regional Commission.
Complete supporting documentation is retained, including time sheets, benefits, travel expense reports, invoices, etc. Allowable costs and allocation of those costs are determined by state and federal regulations. All records relative to this program will be available to CRC staff (or the CRC's auditor) during regular office hours.

C. Invoicing (Monthly Reports)

Payment for services rendered under this contract will be made on a unit cost basis. In keeping with generally accepted accounting principles, the contractor will invoice monthly, utilizing a monthly report form provided by the Coastal Regional Commission. The monthly report will be submitted to the CRC by the 7th working day of the month following the report month. The contractor will submit monthly congregate, and home delivered logs prepared by the senior center director/site manager or his/her designee to support the invoice (monthly report form). The monthly reports must be signed by the individual preparing the report (usually the site manager) and an authorized individual as identified below in Section III.F of this Annex A. The contractor will review and ensure that the report, logs, and supporting documentation are correct, accurate, and in agreement, prior to submission. Incorrect or inaccurate monthly submissions will not meet the terms of this contract, will not be considered a timely submission, and will not be accepted for payment until corrected. The CRC reserves the right to request other supporting documentation.

D. Fund Source(s) and Match Requirements

Title III (C1 and C2) Older Americans Act funding requires a local match of 10%. Social Service Block Grant (SSBG) funding requires a local match of 12%. AoA Nutrition Services Incentive Program (NSIP) and Community Based Services (CBS) funding does not require a local match.

The contractor will furnish the required local match. Local match will be expended/recorded by the contractor monthly in an amount not less than 10% of the total monthly Title III (C1 and C2) expenditures and not less than 12% of the total monthly SSBG expenditures. (See Annex I)

E. Budget

The total amount of this contract is $240,361.44 including local match, program income and other local funds.

This is a unit cost contract, and the unit cost is:

- $11.31 for congregate meals
- $9.43 for home delivered meals
For information purposes, the Uniform Cost Methodology Spreadsheet used to establish this unit cost is on file at the CRC and is attached as Annex H. The maximum amount paid to the contractor will be the total federal and state funds as specified in Section IID of this Annex A. No additional funds will be paid, regardless of the number of units provided. Additional costs are the responsibility of the contractor.

If the contract amount increases or decreases, a formal modification, signed by the CRC Executive Director, is required.

F. Person(s) Authorized to Sign Monthly Reports (Invoices)

The following person(s) are authorized to sign the Monthly Report Form:

<table>
<thead>
<tr>
<th>Typed or Printed Name</th>
<th>Title</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
OFFICE OF AGING
DEPARTMENT OF HUMAN SERVICES
OLDER AMERICANS ACT
HEARING PROCEDURES

I. PURPOSE

The purpose of these procedures is to establish a hearing mechanism in compliance with
Title III of the Older Americans Act of 1965, as amended, and its implementing regulations.

II. AUTHORITY

Older Americans Act of 1965, as amended, (Section 307 [a][5]); 42 USC 3027 (a)(5); 45
CFR PART 1321; O.C.G.A. Section 49-6-2; DHR Rules Chapter 290-1-1; or their
successors.

III. DEFINITIONS

1. "Grant" means an award of funds from a federal agency to the State Unit of Aging.
   Subsequent awards below the State Unit on Aging level (grantee level) are referred to
   in both federal legislation and regulation as a "subgrant" and the recipient as the
   "subgrantee." The Department of Human Services, Office of Aging utilizes a formal
   contract to authorize others to provide actual services to clients, and requires its
   contractors to utilize a formal subcontract to authorize others to provide any services to
   clients. The Office of Aging also requires that any subcontractual relationships be
   indicated in the Area Plan on Aging.

For the purposes of this Hearing Procedure:

A. The terms "contract" or "contractor" shall mean the Area Agency on Aging (AAA)
   having a direct contractual relationship with the Office of Aging.

B. "Subcontractor" shall mean an entity authorized by subcontract with the AAA or
   another service provider to provide services to older Georgians funded through a
   subgrant (subcontract) under the AAA’s plan as defined in 45 CFR Part 1321.3 with
   the express approval of the Area Agency on Aging and/or the Office of Aging
   through the approved Area Plan on Aging.

2. "Service Provider" means the entity that is awarded a subcontract from an AAA to
   provide services to older Georgians under the Area Agency on Aging’s Area Plan on
   Aging as defined in 45 CFR Part 1321.3

For purpose of these Hearing Procedures, "Service Provider" shall also mean, an entity:

A. Which has been awarded a contract from the AAA to provide services, or;

B. Which has been awarded a subcontract from a primary service provider (AAA
   contractor) to provide services as approved by the AAA, to older Georgians under
   the Area Agency on Aging’s Area Plan on Aging.
3. “Adverse Action” means:

   A. The denial of an application to provide services under an Area Plan on Aging; or,

   B. The termination or nonrenewal of a contract or subcontract for provision of services under an Area Plan on Aging; or,

   C. The termination or nonrenewal of a grant, subgrant, contract or subcontract for the provision of nutrition services with a service provider who was once a Title VII nutrition project service provider; or,

   D. The denial of an application for designation as an Area Agency on Aging or

   E. The withdrawal of designation as an Area Agency on Aging; or

   F. The disapproval of an application for designation of a Planning and Service Area.

4. “State Unit on Aging” means the Department of Human Services, Office of Aging as identified in the State Plan on Aging. For purposes of these Hearing Procedures, the terms “State Unit on Aging” and “Office of Aging” are interchangeable.

5. “State Plan on Aging” means the plan developed by the State Unit on Aging and submitted to the Commissioner of the Administration on Aging as specified in Section 307 of the Older Americans Act of 1965, as amended.

6. “Area Agency on Aging” (AAA) means the organization designated by the State Unit on Aging in accordance with Section 305 (5) (C) of the Older Americans Act of 1965, as amended, and as identified in the State Plan on Aging.

7. “Area Plan on Aging” means the plan developed by the designated Area Agency on Aging for a Planning and Service Area as specified in Section 306 of the Older Americans Act of 1965, as amended.

8. “Hearing Officer” means the Director of the Office of Aging or his/her designee.

9. “Applicant to Provide Services” means an entity:

   A. Which is responding to a Request for Proposal as issued by an Area Agency on Aging; or,

   B. Which is responding to an approved (by the AAA) solicitation issued by a primary service provider (contractor) of the Area Agency on Aging.

IV. PROCEDURES FOR REQUESTING A HEARING

1. An opportunity for a hearing will be offered to:

   A. Any applicant for designation as an Area Agency on Aging; or,

   B. Any Area Agency on Aging; or,
C. Any applicant to provide a service under an Area Plan on Aging;

D. Any Title III service provider, under an Area Plan on Aging; or

E. Any applicant for designation as a Planning and Service Area.

who has been subject to an adverse action as defined above by a current service provider, Area Agency on Aging or the State Unit on Aging.

2. Any adverse action taken by any party must be in writing, must identify the party making said adverse action, and must advise all parties with rights under these procedures of the right to appeal said action by first requesting a reconsideration of the decision and, if necessary, requesting a hearing by the AAA and/or Office of Aging as described herein. All applicable time limits shall be clearly stated in all communications.

3. A. If the decision being appealed was made by the AAA or one of its subcontractors, then the aggrieved party must request, in writing, a reconsideration of that decision at the AAA level within seven (7) calendar days of receipt of the adverse action. If the decision being appealed was made by one of the AAA’s subcontractors, the aggrieved party must also send a copy to that contractor at the same time. The AAA shall provide a reconsideration conference for review of the action within seven (7) calendar days of receipt of the request, and shall inform, in writing, both the aggrieved party and the contractor, if appropriate, of the AAA’s final decision within seven (7) calendar days of the reconsideration conference.

B. If the issue is not resolved at the AAA level, then the aggrieved party may request, in writing, a hearing by mailing a hearing request to the Director, Office of Aging, 878 Peachtree Street, Room 623, Atlanta, Georgia 30309. The hearing will be held by the Director or his or her designee. The request must be made within fourteen (14) calendar days of receipt of the final decision of the AAA. The hearing request must specifically identify the complaining party, the party who took the adverse action, the adverse action being appealed, the basis for the appeal, and the relief that is being requested.

4. A. If the decision being appealed was made by the Office of Aging, then the aggrieved party must request, in writing, a reconsideration of that decision at the Office of Aging level within seven (7) calendar days of receipt of the adverse action. The Office of Aging shall provide a reconsideration conference for review of the action within seven (7) calendar days of receipt of the request, and shall inform, in writing, both the aggrieved party and the contractor, if appropriate, of the State Unit on Aging decision within seven (7) calendar days of the reconsideration conference.

B. If the issue is not resolved through reconsideration at the Office of Aging level, then the aggrieved party may request, in writing, a hearing. Request for hearing should be made to Director, Office of Aging, 878 Peachtree Street, Room 623, Atlanta, Georgia 30309. The request must be made within fourteen (14) calendar days of receipt of the reconsideration decision of the State Unit on Aging. The hearing request must specifically identify the complaining party, the party who took the
adverse action, the adverse action being appealed, the basis for the appeal, and the relief that is being requested.

C. If the decision being appealed was made by the Office of Aging, the Director shall designate a hearing officer from outside the Office of Aging to preside over the formal hearing.

5. The issue at the reconsideration conference shall be limited to whether or not the decision being appealed was reached in accordance with the applicable procedures and was within the scope of authority of the agency taking the action.

V. SCOPE OF ISSUES AT HEARING

The issue at the hearing will be limited to whether or not the decision being appealed was reached in accordance with the applicable procedure and was within the scope of authority of the agency taking the action. Applicable current State and Federal laws and regulations concerning procurement, and the “Procedures for Competitive Procurement,” Department of Human Services, Office of Aging, will govern. Where the issue involves the award, denial or termination of a contract or subcontract, ordinary principles of Georgia contract law will also govern.

VI. HEARING PROCEDURES

1. The hearing request will not stay or otherwise delay implementation of the action appealed, unless a stay or delay is requested in writing and granted by the Hearing Officer.

2. Within thirty (30) calendar days of receipt of the hearing request by the Office of Aging, the Hearing Officer will mail or deliver to the parties a written notice of hearing, giving at least fifteen (15) calendar days advance notice of the hearing date.

3. The hearing will be conducted according to the “contested case” procedures of the Georgia Administrative Procedure Act and DIHS Rules Chapter 290-1-1, or their successors.

4. If the hearing is conducted by the Director of the Office of Aging, his or her written decision will be issued to the parties within thirty (30) calendar days of closure of the hearing record and will constitute the final administrative decision of the Department of Human Services. The decision of the Director of the Office of Aging will advise the parties of any available judicial or Federal administrative appeal rights.

5. If the hearing is held by a designee of the Director, the Hearing Officer will issue a written recommended decision to the parties and to the Director within thirty (30) calendar days of closure of the hearing record. The Director of the Office of Aging may affirm, modify, or reverse the recommended decision on his or her motion, or on written application of either party filed within thirty (30) calendar days of issuance of the recommended decision. The Director’s decision will constitute the final administrative decision of the Department of Human Services, and will advise the parties of any available judicial or Federal administrative appeal rights.
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By ____________________________ Date ____________________________
(Signature of Official Authorized to Sign)
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative                                    Signature                                    Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone 202/245-0729).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
**COASTAL REGIONAL COMMISSION**  
**AREA AGENCY ON AGING**  
**MONTHLY FINANCIAL REIMBURSEMENT FORM**

Contractor Name: Effingham County Commissioners  
County: Effingham County  
Month/Year: FY2023  
% of Year Completed: 100.00%

<table>
<thead>
<tr>
<th>Cost Per Meal/Unit</th>
<th>Current Month Units</th>
<th>YTD Units</th>
<th>Units Budgeted</th>
<th>Unexpended Units</th>
<th>% of Budget</th>
</tr>
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<tr>
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**RDC USE ONLY**  
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**Details:**

- **Contract Services**
- **Reimbursement Amount**: $0.00
## Monthly Financial Reimbursement Form

**Contractor Name:** Effingham County Commissioners  
**County:** Effingham County  
**Program:** HCBS - Nutrition Services  
**Service:** Home Delivered Meals  
**Fund Source:** NSIP-State  
**Month/Year:** FY2023  
**% of Year Completed:** 100.00%

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<th>Cost Per Meal/Unit</th>
<th>Current Month Units</th>
<th>YTD Units</th>
<th>Units Budgeted</th>
<th>Unexpended Units</th>
<th>% of Budget</th>
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<th>% of Budget</th>
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<tr>
<td>Unit Cost Expense Summary</td>
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<td>$</td>
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<tr>
<td>Less Cash Match</td>
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<tr>
<td>Less Program Income</td>
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<td>#DIV/0!</td>
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<tr>
<td><strong>Net Expenditures</strong></td>
<td>$</td>
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<td>$23,840.00</td>
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### Revenue Category

<table>
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<th>YTD Revenue</th>
<th>Budget</th>
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**RDC Use Only**

**Vendor Code:** 2509  
**Cost Code:** 33710/525  
**Total:**

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**D - 2**
**COASTAL REGIONAL COMMISSION**  
**AREA AGENCY ON AGING**  
**MONTHLY FINANCIAL REIMBURSEMENT FORM**

**Contractor Name:** Effingham County Commissioners  
**County:** Effingham County

**Program:** HCBS Nutrition/Wellness  
**Service:** HCBS Home Delivered Meals  
**Fund Source:** Title III C2 Home Delivered Meals

**Month/Year:** 6/30/2023  
**% of Year Completed:** 100.00%

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<th>Cost Per Meal/Unit</th>
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<th>YTD Units</th>
<th>Units Budgeted</th>
<th>Unexpended Units</th>
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<tbody>
<tr>
<td>$9.43</td>
<td>0.00</td>
<td>0.00</td>
<td>10,203</td>
<td>10,203</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditure Category</th>
<th>Current Month</th>
<th>YTD Expense</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Cost Expense Summary</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$96,212.05</td>
<td>$96,212.05</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less Cash Match</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$9,131.21</td>
<td>$9,131.21</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less Program Income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$4,900.00</td>
<td>$0.00</td>
<td>DIV/01</td>
</tr>
<tr>
<td>Net Expenditures</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$82,180.84</td>
<td>$82,180.84</td>
<td>0.00%</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Current Month</th>
<th>YTD Revenue</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal (85%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$77,615.24</td>
<td>$77,615.24</td>
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</tr>
<tr>
<td>State (5%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$4,565.60</td>
<td>$4,565.60</td>
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</tr>
<tr>
<td>Match (10%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$9,131.21</td>
<td>$9,131.21</td>
<td>0.00%</td>
</tr>
<tr>
<td>Program Income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$4,900.00</td>
<td>$0.00</td>
<td>DIV/01</td>
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<tr>
<td>Total</td>
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<td>$0.00</td>
<td>$96,212.05</td>
<td>$96,212.05</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**RDC USE ONLY**

<table>
<thead>
<tr>
<th>Contract Services Vendor Code</th>
<th>Cost Code</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2509</td>
<td>3250/525</td>
<td>$0.00</td>
</tr>
</tbody>
</table>


COASTAL REGIONAL COMMISSION  
AREA AGENCY ON AGING  
MONTHLY FINANCIAL REIMBURSEMENT FORM  

Contractor Name: Effingham County Commissioners  
County: Effingham County  
Program: HCBS Senior Center  
Service: HCBS HDM  
Fund Source: CBS - HCBS State  
Month/Year: FY2023  
% of Year Completed: 100.00%  

<table>
<thead>
<tr>
<th>Cost Per Meal/Unit</th>
<th>Current Month Units</th>
<th>YTD Units</th>
<th>Units Budgeted</th>
<th>Unexpended Units</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>$9.43</td>
<td>0.00</td>
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<td>627</td>
<td>627</td>
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<table>
<thead>
<tr>
<th>Expenditure Category</th>
<th>Current Month</th>
<th>YTD Expense</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Cost Expense Summary</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,912.61</td>
<td>$5,912.61</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less Cash Match</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Less Program Income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Net Expenditures</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,912.61</td>
<td>$5,912.61</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Current Month</th>
<th>YTD Revenue</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal (0%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>State (100%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,912.61</td>
<td>$5,912.61</td>
<td>0.00%</td>
</tr>
<tr>
<td>Match (0%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Program Income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Total</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,912.61</td>
<td>$5,912.61</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

RDC USE ONLY  
Vendor Code: 2509  
Cost Code: 0  
Total: $0.00  

Contract Services  
Reimbursement Amount
## COASTAL REGIONAL COMMISSION
### AREA AGENCY ON AGING
#### MONTHLY FINANCIAL REIMBURSEMENT FORM

Contractor Name: Effingham County Commissioners  
County: Effingham County  
Month/Year: FY2023  
% of Year Completed: 100.00%

### Cost Per Meal/Unit

<table>
<thead>
<tr>
<th>Cost Per Meal/Unit</th>
<th>Current Month Units</th>
<th>YTD Units</th>
<th>Units Budgeted</th>
<th>Unexpended Units</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>$11.31</td>
<td>0.00</td>
<td>0</td>
<td>807</td>
<td>807</td>
<td>0.00%</td>
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</tbody>
</table>

### Expenditure Category

<table>
<thead>
<tr>
<th>Expenditure Category</th>
<th>Current Month</th>
<th>YTD Expense</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Cost Expense Summary</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$9,130.00</td>
<td>$9,130.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less Cash Match</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Less Program Income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Net Expenditures</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$9,130.00</td>
<td>$9,130.00</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### Revenue Category

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Current Month</th>
<th>YTD Revenue</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal (0%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>State (100%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$9,130.00</td>
<td>$9,130.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Match (0%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Program Income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Total</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$9,130.00</td>
<td>$9,130.00</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### RDC USE ONLY

<table>
<thead>
<tr>
<th>Vendor Code</th>
<th>Cost Code</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2609</td>
<td>3166/525</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

D - 5
## COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM

**Contractor Name:** Effingham County Commissioners  
**County:** Effingham County  
**Program:** HCBS - Senior Centers  
**Service:** Congregate Meals  
**Fund Source:** NSIP-State  
**Month/Year:** FY2023  
**% of Year Completed:** 100.00%

### Cost Per Meal/Unit

<table>
<thead>
<tr>
<th>Cost Per Meal/Unit</th>
<th>Current Month Units</th>
<th>YTD Units</th>
<th>Units Budgeted</th>
<th>Unexpended Units</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>$11.31</td>
<td>0.00</td>
<td>0.00</td>
<td>1,214</td>
<td>1,214</td>
<td>0.00%</td>
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</table>

### Expenditure Category

<table>
<thead>
<tr>
<th>Expenditure Category</th>
<th>Current Month</th>
<th>YTD Expense</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Cost Expense Summary</td>
<td>$</td>
<td>$</td>
<td>$13,734.00</td>
<td>$13,734.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less Cash Match</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Less Program Income</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Not Expenditures</td>
<td>$</td>
<td>$</td>
<td>$13,734.00</td>
<td>$13,734.00</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### Revenue Category

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Current Month</th>
<th>YTD Revenue</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$</td>
<td>$</td>
<td>$13,734.00</td>
<td>$13,734.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>State (100%)</td>
<td>$</td>
<td>$</td>
<td>$13,734.00</td>
<td>$13,734.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Match</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Program Income</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Total</td>
<td>$</td>
<td>$</td>
<td>$13,734.00</td>
<td>$13,734.00</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### RDC USE ONLY

<table>
<thead>
<tr>
<th>Vendor Code</th>
<th>Cost Code</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2509</td>
<td>33701/525</td>
<td>$</td>
</tr>
</tbody>
</table>

**Reimbursement Amount:** $
COASTAL REGIONAL COMMISSION  
AREA AGENCY ON AGING  
MONTHLY FINANCIAL REIMBURSEMENT FORM  

Contractor Name: Effingham County Commissioners  
County: Effingham County  
Program: HCBS - Senior Centers  
Service: Congregate Meals  
Fund Source: Title III C1 - Congregate Meals  
Month/Year: FY2023  
% of Year Completed: 100.00%  

<table>
<thead>
<tr>
<th>Cost Per Meal/Unit</th>
<th>Current Month Units</th>
<th>YTD Units</th>
<th>Units Budgeted</th>
<th>Unexpended Units</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
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<td>5,890</td>
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<table>
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<th>YTD Expense</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Cost Expense Summary</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$66,616.49</td>
<td>$66,616.49</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less Cash Match</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$2,701.66</td>
<td>$2,701.66</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less Program Income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,600.00</td>
<td>$5,600.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Net Expenditures</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$58,314.83</td>
<td>$58,314.83</td>
<td>0.00%</td>
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<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Current Month</th>
<th>YTD Revenue</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal (85%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$56,964.00</td>
<td>$56,964.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>State (5%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$1,350.83</td>
<td>$1,350.83</td>
<td>0.00%</td>
</tr>
<tr>
<td>Match (10%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$2,701.66</td>
<td>$2,701.66</td>
<td>0.00%</td>
</tr>
<tr>
<td>Program Income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,600.00</td>
<td>$5,600.00</td>
<td>0.00%</td>
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<td>Total</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$66,616.49</td>
<td>$66,616.49</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

RDC USE ONLY  
Vendor Code: 2509  
Contract Services  
Cost Code: 3250/525  
Reimbursement Amount: $0.00
## Item XI. 6.

### COASTAL REGIONAL COMMISSION
### AREA AGENCY ON AGING
### MONTHLY FINANCIAL REIMBURSEMENT FORM

**Contractor Name:** Effingham County Commissioners  
**County:** Effingham County  
**Program:** HCBS Senior Center  
**Service:** HCBS Congregate Meals  
**Fund Source:** CBS - HCBS State  
**Month/Year:** FY2023  
**% of Year Completed:** 100.00%

<table>
<thead>
<tr>
<th>Cost Per Meal/Unit</th>
<th>Current Month Units</th>
<th>YTD Units</th>
<th>Units Budgeted</th>
<th>Unexpended Units</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
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<td>638</td>
<td>638</td>
<td>0.00%</td>
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<table>
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<th>Expenditure Category</th>
<th>Current Month</th>
<th>YTD Expense</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Cost Expense Summary</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$7,212.00</td>
<td>$7,212.00</td>
<td>0.00%</td>
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<tr>
<td>Less Cash Match</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Less Program Income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Net Expenditures</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$7,212.00</td>
<td>$7,212.00</td>
<td>0.00%</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Current Month</th>
<th>YTD Revenue</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal (0%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>State (100%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$7,212.00</td>
<td>$7,212.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Match (0%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Program Income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Total</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$7,212.00</td>
<td>$7,212.00</td>
<td>0.00%</td>
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</tbody>
</table>

**RDC USE ONLY**  
<table>
<thead>
<tr>
<th>Vendor Code</th>
<th>Cost Code</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Services</td>
<td>2509</td>
<td>3166/525</td>
</tr>
<tr>
<td>Program: (Program must match what is in DDS)</td>
<td>Service Name: (Service must match what is in DDS)</td>
<td>Unit of Measure:</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>-----------------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>AAA LINE ITEMS</td>
<td>AAA Administration</td>
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</tr>
<tr>
<td>AAA LINE ITEMS</td>
<td>Advocacy</td>
<td>N/A</td>
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<tr>
<td>AAA LINE ITEMS</td>
<td>Coordination</td>
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<tr>
<td>AAA LINE ITEMS</td>
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<td>AAA LINE ITEMS</td>
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<td>ADRC Information and Assistance</td>
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<tr>
<td>Service Type</td>
<td>Service Description</td>
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<tr>
<td>----------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>ADULT PROTECTIVE SERVICES</td>
<td>A service provided as a result of the justification that a disabled adult and/or elder person is at risk for further abuse, neglect or exploitation (s in need of protective services) and that the adult has consented to on-going APS case management services. Case management services include, but are not limited to, assessment, case plan development, identification and coordination of essential services, follow up and reassessment.</td>
<td></td>
</tr>
<tr>
<td>INTAKE</td>
<td>A service to receive reports of alleged abuse, neglect, exploitation and/or self neglect of disabled adults (18-64) or elder persons (65+). Reports may be accepted for investigation, provide intervention (limited telephone case management) or for information and referral.</td>
<td></td>
</tr>
<tr>
<td>INVESTIGATION</td>
<td>For reports that meet criteria, investigation is a service to determine if alleged abuse, neglect, exploitation and/or self neglect has occurred, report (except self-neglect) substantiated cases to law enforcement and prevent further maltreatment of the adult at risk.</td>
<td></td>
</tr>
<tr>
<td>DISASTER SERVICES</td>
<td>A meal provided to a qualified individual in a congregate group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.</td>
<td></td>
</tr>
<tr>
<td>DISASTER SERVICES</td>
<td>A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining. Used only for services provided during disaster relief.</td>
<td></td>
</tr>
<tr>
<td>ELDERLY LEGAL ASSISTANCE PROGRAM</td>
<td>Legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.</td>
<td></td>
</tr>
<tr>
<td>Case Consultation, Technical Assistance</td>
<td>Case reviews/consultations for DAS, first responders and mandated reporters regarding issues related to Abuse, Neglect and Exploitation. Forensics is point of contact for agencies engaged in criminal &amp; death investigations to determine if victim and/or decedent is or was receiving services through Adult Protective Services. Persons will refer to the individuals contacting FSU for assistance, not the number of people involved in the case.</td>
<td></td>
</tr>
<tr>
<td>FSU Information and Outreach</td>
<td>Provision of services to include information and outreach to mandated reporters and first responders to increase awareness of and response to abuse, neglect &amp; exploitation of older adults and adults with disabilities.</td>
<td></td>
</tr>
</tbody>
</table>
## Taxonomy of Services Definitions

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Session Type</th>
<th>Unit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>HCBS - Caregiver Services</td>
<td>1 Session</td>
<td>Group</td>
<td>Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a layperson, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.</td>
</tr>
<tr>
<td>HCBS - Caregiver Services</td>
<td>1 Session</td>
<td>Group</td>
<td>Instruction provided to caregivers or the general public regarding available support services for caregivers or practical information on the methods and techniques of caregiving. Examples include but are not limited to health fairs, presentation, and caregiver conferences.</td>
</tr>
<tr>
<td>HCBS - Caregiver Services</td>
<td>1 Session</td>
<td>Group</td>
<td>Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to support groups and caregiver training of families.</td>
</tr>
<tr>
<td>HCBS - Caregiver Services</td>
<td>1 Session</td>
<td>Individual</td>
<td>Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals and caregiver training of individuals and families.</td>
</tr>
<tr>
<td>HCBS - Caregiver Services</td>
<td>1 Session</td>
<td>Group</td>
<td>The provision of evidence-based program activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting.</td>
</tr>
<tr>
<td>HCBS - Caregiver Services</td>
<td>1 Meal</td>
<td>Individual</td>
<td>$1 per unit</td>
</tr>
<tr>
<td>HCBS - Caregiver Services</td>
<td>1 Meal</td>
<td>Individual</td>
<td>$1 per unit</td>
</tr>
<tr>
<td>HCBS - CAREGIVER SERVICES</td>
<td>Material Aid - Other - Group</td>
<td>Per Item</td>
<td>Group</td>
</tr>
<tr>
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</tr>
<tr>
<td>HCBS - CAREGIVER SERVICES</td>
<td>Material Aid - Other - Individual</td>
<td>Per Item</td>
<td>Individual</td>
</tr>
<tr>
<td>HCBS - CAREGIVER SERVICES</td>
<td>Material Aid - Other - Individual - Voucher</td>
<td>Per Item</td>
<td>Individual</td>
</tr>
<tr>
<td>HCBS - CAREGIVER SERVICES</td>
<td>Outreach</td>
<td>1 Contact</td>
<td>Individual</td>
</tr>
<tr>
<td>HCBS - CAREGIVER SERVICES</td>
<td>Powerful Tools for Caregivers</td>
<td>1 Workshop</td>
<td>Group</td>
</tr>
<tr>
<td>HCBS - CAREGIVER SERVICES</td>
<td>RCI REACH (Resources Enhancing Alzheimer's Caregiver Health)</td>
<td>15 min</td>
<td>Individual</td>
</tr>
<tr>
<td>HCBS - CAREGIVER SERVICES</td>
<td>Respite Care - In-Home</td>
<td>1 Hour</td>
<td>Individual</td>
</tr>
<tr>
<td>HCBS - CAREGIVER SERVICES</td>
<td>Respite Care - In-Home - Voucher</td>
<td>1 Hour</td>
<td>Individual</td>
</tr>
</tbody>
</table>
## DIVISION of AGING SERVICES
### Taxonomy of Services Definitions

<table>
<thead>
<tr>
<th>HCBS - CAREGIVER SERVICES</th>
<th>Respite Care - Out-of-Home</th>
<th>1 Hour</th>
<th>Individual</th>
<th>Unit Cost</th>
<th>Caregiver Services Specialist, Liveable Communities</th>
<th>Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program. 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.</th>
</tr>
</thead>
<tbody>
<tr>
<td>HCBS - CAREGIVER SERVICES</td>
<td>Respite Care - Out-of-Home Voucher</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Caregiver Services Specialist, Liveable Communities</td>
<td>Vouchers issued for caregivers to pay for services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program. 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.</td>
</tr>
<tr>
<td>HCBS - CAREGIVER SERVICES</td>
<td>Support Group</td>
<td>Session</td>
<td>Group</td>
<td>Unit Cost</td>
<td>Caregiver Services Specialist, Liveable Communities</td>
<td>Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.</td>
</tr>
<tr>
<td>HCBS - CAREGIVER SERVICES</td>
<td>Support Groups - Caregiver Group</td>
<td>Session</td>
<td>Group</td>
<td>Unit Cost</td>
<td>Caregiver Services Specialist, Liveable Communities</td>
<td>Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.</td>
</tr>
<tr>
<td>HCBS - CASE MANAGEMENT</td>
<td>Behavioral Health Coaching - Congregate</td>
<td>1/4 hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Aging Services Coordinator, Liveable Communities</td>
<td>The process of assessment, service coordination, education, and coaching to support persons living with mental health and/or substance abuse issues to live as safely and independently as possible in a congregate setting.</td>
</tr>
<tr>
<td>HCBS - CASE MANAGEMENT</td>
<td>Behavioral Health Coaching - Non-Congregate</td>
<td>1/4 hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Aging Services Coordinator, Liveable Communities</td>
<td>The process of assessment, service coordination, education, and coaching to support persons living with mental health and/or substance abuse issues to live as safely and independently as possible in a non-congregate setting.</td>
</tr>
<tr>
<td>HCBS - CASE MANAGEMENT</td>
<td>Care Consultation</td>
<td>1/4 hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Caregiver Services Specialist, Liveable Communities</td>
<td>An evidence-based information and coaching service delivered by telephone which empowers people to understand options, manage care, and make decisions more effectively. Participants must complete periodic contacts based on program guidelines.</td>
</tr>
</tbody>
</table>
### Taxonomy of Services Definitions

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
<th>Cost Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HCBS - CASE MANAGEMENT</strong></td>
<td><strong>Case Management</strong></td>
<td>1/4 hour, Individual, Unit Cost</td>
</tr>
<tr>
<td><strong>HCBS - CASE MANAGEMENT</strong></td>
<td><strong>Case Management, Brokering</strong></td>
<td>1/4 hour, Individual, Unit Cost</td>
</tr>
<tr>
<td><strong>HCBS - CASE MANAGEMENT</strong></td>
<td><strong>Support Options Coordination</strong></td>
<td>1/4 hour, Individual, Unit Cost</td>
</tr>
<tr>
<td><strong>HCBS - EVIDENCE BASED SERVICES</strong></td>
<td><strong>CDSME - CDSMP</strong></td>
<td>1 Workshop, Group, Unit Cost</td>
</tr>
<tr>
<td><strong>HCBS - EVIDENCE BASED SERVICES</strong></td>
<td><strong>CDSME - Diabetes</strong></td>
<td>1 Workshop, Group, Unit Cost</td>
</tr>
<tr>
<td>HCBS - Evidence Based Services</td>
<td>CDSME - Tomando</td>
<td>1 Workshop</td>
</tr>
<tr>
<td>--------------------------------</td>
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</tr>
<tr>
<td>Item XI. 6.</td>
<td>1 Workshop</td>
<td>Group</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HCBS - Evidence Based Services</th>
<th>Falls Prevention - Matter of Balance</th>
<th>1 Workshop</th>
<th>Group</th>
<th>Unit Cost</th>
<th>EBP Specialist, Livable Communities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developed by researchers in Maine, this is an 8 week evidence based program designed to address the fear individuals have of falling. It combines education about falls prevention as well as an introduction to physical activities that can help improve balance and stability. A completer is a participant who attends at least five of the eight sessions.</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HCBS - Evidence Based Services</th>
<th>Falls Prevention - Tai Chi</th>
<th>1 Workshop</th>
<th>Group</th>
<th>Unit Cost</th>
<th>EBP Specialist, Livable Communities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developed by Dr. Paul Lam in Australia, TCH is 12 forms of Tai Chi taught by trained instructors over 8 (1 hour) or 12 (1 hour) week sessions. The program improves balance and especially helps persons with Arthritis. Completers are participants who attend 2/3 of the sessions (8 of 8 or 9 of 12) in a workshop.</td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HCBS - Evidence Based Services</th>
<th>Hospital Transition - Care Transitions Intervention</th>
<th>1 Person</th>
<th>Individual</th>
<th>Line Item</th>
<th>EBP Specialist, Livable Communities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transition Coordination is the assistance of eligible participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage HCBS services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains support up to thirty (365 for NHT) days after day of transition. <strong>(Not MFP Eligible Clients)</strong></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HCBS - Evidence Based Services</th>
<th>Hospital Transition - The Bridge Model</th>
<th>1 Person</th>
<th>Individual</th>
<th>Line Item</th>
<th>EBP Specialist, Livable Communities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospital Transitions have a number of components to assist an individual transfer home post discharge including, but not limited to: meals, case management, medication management, home visit, help making follow up appointments completely based on the individual's need for supports as they recover at home.</td>
<td></td>
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</tr>
</tbody>
</table>
### DIVISION of AGING SERVICES
#### Taxonomy of Services Definitions

<table>
<thead>
<tr>
<th>HCBS - HCBS SERVICES</th>
<th>Service Type</th>
<th>Quantity</th>
<th>Grouping</th>
<th>Unit Cost</th>
<th>Description</th>
</tr>
</thead>
</table>
| HCBS - HCBS SERVICES | Adult Day Care             | 1 Hour   | Individual| Unit Cost | Caregiver Services Specialist, Livable Communities  
Personal assistance for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling. |
| HCBS - HCBS SERVICES | Adult Day Care - Mobile    | 1 Hour   | Individual| Unit Cost | Caregiver Services Specialist, Livable Communities  
Personal assistance for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling. Mobile Adult Day Care are services provided by staff who travel from a central location to an off-site location(s), primarily, but not limited to, rural areas. |
| HCBS - HCBS SERVICES | Adult Day Health           | 1 Hour   | Individual| Unit Cost | Caregiver Services Specialist, Livable Communities  
Personal assistance for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day health typically include social and recreational activities, training, and counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health. Adult Day Health programs must have an RN or LPN present at all time. |
| HCBS - HCBS SERVICES | Community and Public Education | 1 Session | Group    | Unit Cost | Caregiver Services Specialist, Livable Communities  
Instruction provided to potential clients, caregivers, or the general public regarding available support services or to provide general program information. Examples include but are not limited to information and assistance, health fairs, and presentations. |
| HCBS - HCBS SERVICES | Counseling - Group         | 1 Session | Group    | Unit Cost | Aging Services Coordinator, Livable Communities  
Guidance to assist older adults, persons with disabilities and caregivers in making decisions and solving problems offered in a group setting. Primary reasons for counseling include, but are not limited to, depression, grief, family problems and lifestyle changes. |
| HCBS - HCBS SERVICES | Counseling - Individual    | 1 Session | Individual| Unit Cost | Aging Services Coordinator, Livable Communities  
Guidance to assist older adults, persons with disabilities and caregivers in making decisions and solving problems. Primary reasons for counseling include, but are not limited to, depression, grief, family problems and lifestyle changes. |
| HCBS - HCBS SERVICES | Material Aid - Assistive Technology | Per item | Individual| Unit Cost | In-Home Services Specialist, Livable Communities  
Any item, piece of equipment or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals. Items can range from low tech to high tech and include eye glasses, dental care, and hearing aids. |
| HCBS - HCBS SERVICES | Material Aid - Assistive Technology - Voucher | Per item | Individual| Unit Cost | In-Home Services Specialist, Livable Communities  
A voucher provided for any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals. Items can range from low tech to high tech and include eye glasses, dental care, and hearing aids. |
### DIVISION of AGING SERVICES
#### Taxonomy of Services Definitions

<table>
<thead>
<tr>
<th>HCBS - HCBS SERVICES</th>
<th>Service Description</th>
<th>Unit</th>
<th>Individual</th>
<th>Unit Cost</th>
<th>Chief Dietitian, Livable Communities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nutrition Risk Assessments</td>
<td>1 Session</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for healthcare services. Information selected may include health status, nutrition status, and/or financial status.</td>
<td></td>
</tr>
<tr>
<td>Telephone Reassurance</td>
<td>1 Contact/Completed Call with Client</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Interaction with individuals by telephone to reduce social isolation, provides support and ensures health and safety.</td>
<td></td>
</tr>
<tr>
<td>Chore</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Non-continuous household maintenance and assistance in heavy housework, yard work, or sidewalk maintenance for an individual to improve and maintain the safety of the individual. Assistance such as heavy housework, yard work or sidewalk maintenance for a person.</td>
<td></td>
</tr>
<tr>
<td>Home Management</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Training to functionally impaired individuals in self-help and self-care skills and/or training in daily living skills or instrumental activities of daily living (IADLs).</td>
<td></td>
</tr>
<tr>
<td>Homemaker</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.</td>
<td></td>
</tr>
<tr>
<td>Homemaker - Voucher</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Providing a voucher for assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.</td>
<td></td>
</tr>
<tr>
<td>Material Aid - Home Modifications/ Home Repair</td>
<td>1 per unit</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. For Kinship Care, could include, but not limited to: safety electrical plugs, child safety gates, window and drawer safety latches.</td>
<td></td>
</tr>
<tr>
<td>Material Aid - Other - Individual</td>
<td>Per Item</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>For purchase of materials and/or supplies that support a person's ability to continue living in the community as independently as possible. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.</td>
<td></td>
</tr>
<tr>
<td>Service Type</td>
<td>Service Description</td>
<td>Duration</td>
<td>Delivery</td>
<td>Cost</td>
<td>Provider Notes</td>
</tr>
<tr>
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</tr>
<tr>
<td>HCBS - IN-HOME SERVICES</td>
<td>Installation of technology designed to provide in-home or off-site monitoring with the intention of managing the health and safety of at-risk older adults and those with disabilities. Some examples include remote video monitoring, door sensors, telemedicine, health monitors, sensor mats, fall detectors, movement detectors, etc. Monitoring can be done privately or by agencies who offer professional telecaregiving services. In addition to managing and monitoring health and safety, this type of technology may also provide respite for the in-home caregiver.</td>
<td>$1 per Unit</td>
<td>Individual</td>
<td>Unit Cost</td>
<td></td>
</tr>
<tr>
<td>HCBS - IN-HOME SERVICES</td>
<td>Monitoring of technology designed to provide in-home or off-site monitoring with the intention of managing the health and safety of at-risk older adults and those with disabilities. Some examples include remote video monitoring, door sensors, telemedicine, health monitors, sensor mats, fall detectors, movement detectors, etc. Monitoring can be done privately or by agencies who offer professional telecaregiving services. In addition to managing and monitoring health and safety, this type of technology may also provide respite for the in-home caregiver.</td>
<td>1 Month Service</td>
<td>Individual</td>
<td>Unit Cost</td>
<td></td>
</tr>
<tr>
<td>HCBS - IN-HOME SERVICES</td>
<td>Personal care providing personal assistance, supervision, or cues for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating. Personal assistance, stand-by assistance, supervision or cues.</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td></td>
</tr>
<tr>
<td>HCBS - IN-HOME SERVICES</td>
<td>Providing a voucher for personal assistance, stand-by assistance, supervision, or cues for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating. Personal assistance, stand-by assistance, supervision or cues.</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td></td>
</tr>
<tr>
<td>HCBS - KINSHIP CARE</td>
<td>Caregiver supervision for individual clients documented. Watchful oversight for care receivers while kinship caregiver participates in other program activities</td>
<td>1 Session</td>
<td>Individual</td>
<td>Unit Cost</td>
<td></td>
</tr>
<tr>
<td>HCBS - KINSHIP CARE</td>
<td>Instruction provided to potential clients, caregivers, or the general public regarding available support services or to provide general program information. Examples include but are not limited to health fairs, presentations, and caregiver conferences.</td>
<td>1 Session</td>
<td>Group</td>
<td>Unit Cost</td>
<td></td>
</tr>
<tr>
<td>HCBS - KINSHIP CARE</td>
<td>Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to support groups and caregiver training of families.</td>
<td>1 Session</td>
<td>Group</td>
<td>Unit Cost</td>
<td></td>
</tr>
</tbody>
</table>
### DIVISION of AGING SERVICES

#### Taxonomy of Services Definitions

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<thead>
<tr>
<th>HCBS - KINSHIP CARE</th>
<th>Counseling - Individual</th>
<th>1 Session</th>
<th>Individual</th>
<th>Unit Cost</th>
<th>Caregiver Services Specialist, Livable Communities</th>
<th>Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals and caregiver training of individuals.</th>
</tr>
</thead>
<tbody>
<tr>
<td>HCBS - KINSHIP CARE</td>
<td>Kinship Care - Group</td>
<td>1 Session</td>
<td>Group</td>
<td>Unit Cost</td>
<td>Caregiver Services Specialist, Livable Communities</td>
<td>Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.</td>
</tr>
<tr>
<td>HCBS - KINSHIP CARE</td>
<td>Material Aid - Other - Group</td>
<td>Per Item</td>
<td>Group</td>
<td>Unit Cost</td>
<td>Caregiver Services Specialist, Livable Communities</td>
<td>A provision of materials to relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.</td>
</tr>
<tr>
<td>HCBS - KINSHIP CARE</td>
<td>Material Aid - Other - Individual</td>
<td>Per Item</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Caregiver Services Specialist, Livable Communities</td>
<td>For purchase of materials and/or supplies that support a person's ability to continue living in the community as independently as possible. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.</td>
</tr>
<tr>
<td>HCBS - KINSHIP CARE</td>
<td>Material Aid - Other - Individual - Voucher</td>
<td>Per Item</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Caregiver Services Specialist, Livable Communities</td>
<td>A voucher to be spent by relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.</td>
</tr>
<tr>
<td>HCBS - KINSHIP CARE</td>
<td>Powerful Tools for Caregivers</td>
<td>1 Workshop</td>
<td>Group</td>
<td>Unit Cost</td>
<td>Caregiver Services Specialist, Livable Communities</td>
<td>Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. Completers are participants who attend 2/3 of the sessions (4 of 6 sessions).</td>
</tr>
<tr>
<td>HCBS - KINSHIP CARE</td>
<td>Respite Care - Out-of-Home</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Caregiver Services Specialist, Livable Communities</td>
<td>Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program, 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.</td>
</tr>
<tr>
<td>HCBS - KINSHIP CARE</td>
<td>Support Group</td>
<td>1 Session</td>
<td>Group</td>
<td>Unit Cost</td>
<td>Caregiver Services Specialist, Livable Communities</td>
<td>Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.</td>
</tr>
<tr>
<td>HCBS - KINSHIP CARE</td>
<td>Training</td>
<td>1 Session</td>
<td>Group</td>
<td>Unit Cost</td>
<td>Caregiver Services Specialist, Livable Communities</td>
<td>Individual client documented. Provision of skill building through instruction for family caregivers and/or professional caregivers conducted in a group setting.</td>
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<tr>
<td>HCBS - KINSHIP CARE</td>
<td>Tutoring</td>
<td>1 Session</td>
<td>Group</td>
<td>Unit Cost</td>
<td>Caregiver Services Specialist, Livable Communities</td>
<td>Individual clients documented. Giving instruction to small groups (or to individuals), to help participants help themselves, or to assist or guide them to the point at which they become independent learners in academic subjects, including languages.</td>
</tr>
<tr>
<td>HCBS - NUTRITION SERVICES</td>
<td>Disaster Services - Home Delivered Meals</td>
<td>1 Meal</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Chief Dietitian, Livable Communities</td>
<td>A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.</td>
</tr>
<tr>
<td>HCBS - NUTRITION SERVICES</td>
<td>Home Delivered Meals</td>
<td>1 Meal</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Chief Dietitian, Livable Communities</td>
<td>A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.</td>
</tr>
<tr>
<td>HCBS - NUTRITION SERVICES</td>
<td>Home Delivered Meals - Voucher</td>
<td>1 Meal</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Chief Dietitian, Livable Communities</td>
<td>A voucher provided for a meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.</td>
</tr>
<tr>
<td>HCBS - NUTRITION SERVICES</td>
<td>Nutrition Counseling</td>
<td>1/4 hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Chief Dietitian, Livable Communities</td>
<td>Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses or medications use, or to caregivers. Counseling is provided one-on-one by a registered dietitian, and addresses the options and methods for improving nutrition status.</td>
</tr>
<tr>
<td>HCBS - NUTRITION SERVICES</td>
<td>Nutrition Education</td>
<td>1 Session</td>
<td>Individual or Group</td>
<td>Unit Cost</td>
<td>Caregiver Services Specialist, Livable Communities</td>
<td>A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. (Note - Nutrition Education Group is documented on the Health Promotion and Disease Prevention Staff Activity Log)</td>
</tr>
<tr>
<td>HCBS - SENIOR CENTERS</td>
<td>Congregate Meals</td>
<td>1 Meal</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Chief Dietitian, Livable Communities</td>
<td>A meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws.</td>
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<tr>
<td>HCBS - SENIOR CENTERS</td>
<td>Service Description</td>
<td>Provider</td>
<td>Service Details</td>
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<td>A voucher provided for a meal provided to a qualified individual in a congregate or</td>
<td>Chief</td>
<td>A voucher provided for a meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.</td>
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<td>group setting. The meal as offered meets all of the requirements of the Older</td>
<td>Dietitian</td>
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<td>Americans Act and State/Local laws. Used only for services provided during disaster</td>
<td>Livable</td>
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<td>relief.</td>
<td>Communities</td>
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<td></td>
<td>A meal provided to a qualified individual in a congregate or group setting. The meal</td>
<td>Chief</td>
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<td>as offered meets all of the requirements of the Older Americans Act and State/Local</td>
<td>Dietitian</td>
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<td></td>
<td>laws. Used only for services provided during disaster relief.</td>
<td>Livable</td>
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<td></td>
<td>Temporary home delivered meal service provided to registered congregate meal site</td>
<td>Chief</td>
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<td>participants who are ill, incapacitated, or temporarily homebound, at the discretion</td>
<td>Dietitian</td>
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<td></td>
<td>of the AAA.</td>
<td>Livable</td>
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<td></td>
<td>The provision of evidence-based program activities promoting wellness, nutrition,</td>
<td>Chief</td>
<td>Staff activities will include:</td>
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<td></td>
<td>and physical activity, disease prevention and risk management, healthy lifestyle and</td>
<td>Dietitian</td>
<td>Disease Management, Mediations Management, Physical Activity, Health</td>
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<td>safety in a group setting.</td>
<td>Livable</td>
<td>Promotion, Health Indicators, Outcomes, Evaluation, Health Literacy, Preventive</td>
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<td>Communities</td>
<td>Action, Self-Care/Self-Management</td>
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<td></td>
<td>Provision of group education regarding how to correctly obtain, take, and manage</td>
<td>Chief</td>
<td>Intervention with individuals initiated by an agency or organization for the</td>
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<td></td>
<td>medications to prevent incorrect medication use and adverse drug reactions.</td>
<td>Dietitian</td>
<td>purpose of identifying potential clients (or their caregivers) and encouraging</td>
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<td></td>
<td></td>
<td>Livable</td>
<td>their use of existing services and benefits.</td>
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<td></td>
<td>Provision of one-on-one education regarding how to correctly obtain, take, and</td>
<td>Chief</td>
<td>Individual clients documented. Nutrition related activities; activities that</td>
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<td></td>
<td>manage medications to prevent incorrect medication use and adverse drug reactions.</td>
<td>Dietitian</td>
<td>promote socialization; physical and mental enrichment; clubs; education</td>
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<td></td>
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<td>Livable</td>
<td>sessions and programming for other leisure activities (i.e., sports,</td>
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<td>Communities</td>
<td>performing arts, games, crafts, travel, volunteering; community gardening;</td>
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<td>environmental activities; and intergenerational activities, etc.) offered to</td>
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<td>eligible persons sponsored by and/or at an approved senior center facility</td>
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<td>which are facilitated by an instructor or provider. These activities are those</td>
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<td>which do not fall under funded nutrition and/or wellness programs.</td>
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</tbody>
</table>
## DIVISION of AGING SERVICES
### Taxonomy of Services Definitions

<table>
<thead>
<tr>
<th>HCBS - SUPPORT OPTIONS</th>
<th>Support Options</th>
<th>1 Unit Received</th>
<th>Individual</th>
<th>Unit Cost</th>
<th>Aging Services Coordinator, Livable Communities</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HCBS - TRANSPORTATION</strong></td>
<td>Transportation - Individual</td>
<td>1 One-Way Trip</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Aging Services Coordinator, Livable Communities</td>
<td>Transportation of an established group of consumers from one location to another, for example a senior center outing. Does not include any other activity.</td>
</tr>
<tr>
<td><strong>HCBS - TRANSPORTATION</strong></td>
<td>Transportation - Individual - Voucher</td>
<td>1 Trip</td>
<td>Individual</td>
<td>Unit Cost = $1</td>
<td>Aging Services Coordinator, Livable Communities</td>
<td>Transportation of an approved consumer in which the consumer pays the provider for the trip with a voucher OR the AAA has an agreement with a provider to accept payment vouchers. The AAA or the consumer negotiates the rate and trip type (one-way, round trip) with the provider.</td>
</tr>
<tr>
<td><strong>HCBS - TRANSPORTATION</strong></td>
<td>Transportation (DHS Unified)</td>
<td>1 One-Way Trip or hourly rate for group trips</td>
<td>N/A</td>
<td>Line Item</td>
<td>Aging Services Coordinator, Livable Communities</td>
<td>Provision of DHS Unified transportation as a means of transporting clients from one location to another. <strong>Only allowable for funding designated for DHS Unified Transportation.</strong></td>
</tr>
</tbody>
</table>

| MDSQ OPTIONS COUNSELING | MDSQ Options Counseling | 1 Person | Individual | Line Item | Executive & Aging Services Coordinator, Livable Communities | An interactive decision support process whereby consumers, along with designated members of their circles of support, are supported in their deliberations to determine appropriate long-term care choices in the context of the consumer's needs, preferences, values and individual circumstances. Service is provided face-to-face. |

| MFP TRANSITION COORDINATION | MFP - Transition Coordination | 1 Person | Individual | Line Item | ADRC Team Lead or Transitions Specialist, Access to Services | Transition Coordination is the assistance of eligible Money Follows the Person (MFP) participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage MFP services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains MFP Support for one year after day of transition. |

| NURSING HOME TRANSITION | Nursing Home Transitions | 1 Person | Individual | Line Item | ADRC Team Lead or Transitions Specialist, Access to Services | Transition Coordination is the assistance of eligible participants (non-MFP), through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage NHT Transition Services, community-based services, and expanded circles of support to achieve transition from these institutions based on a prescribed Care Plan and maintains support for 365 days after day of transition. |
## DIVISION of AGING SERVICES

### Taxonomy of Services Definitions

| OPTIONS COUNSELING | Community Options Counseling | 1 Person | Individual | Line Item | ADRC Team Lead or Options Counseling Specialist, Access to Services | Provided to individuals in the community where counseling is an interactive decision support process whereby consumers, family members, and/or significant others are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers' needs, preferences, values, and individual circumstances for individuals currently residing in nursing facilities and is provided face-to-face. |
|---------------------|-----------------------------|----------|------------|-----------|---------------------------------------------------------------|
| PUBLIC GUARDIANSHIP OFFICE | Guardianship | N/A | Individual | N/A | N/A | Guardianship case management services are provided to adult persons under guardianship, also referred to as "wards," whom a probate court has determined lack sufficient capacity to make or communicate decisions concerning health or safety. When no other guardian is appropriate or available, a probate court may appoint the Department of Human Services as guardian. The Division of Aging Services' Public Guardianship Office carries out guardianship duties when DHS has been appointed to serve as guardian. Case managers acting as guardians make and express decisions for persons under guardianship that the person would have made if the person had the capacity to do so. This substituted decision-making process is informed by the preferences and needs of the person under guardianship. Case managers respect the privacy and dignity of the person under guardianship and choose options for the person that are the least-restrictive, allowing for the greatest exercise of self-determination, self-reliance, and individual rights. |
| SCSEP | SCSEP | 1 Enrollment | Individual | Line Item | SCSEP Coordinator, Livable Communities | Provision of services to assist older persons with subsidized employment training opportunities and to obtain unsubsidized employment. May include assessment of skills and abilities, upgrading of job-seeking skills, employability training, development of individual development plans, job placement into unsubsidized employment and follow-up activities. |
GEORGIA DEPARTMENT OF HUMAN SERVICES
DIVISION OF AGING SERVICES
REPORT OF CERTIFIED COSTS

Completed by Contractor:

For the period of: Date: To Date: 
Name of Contractor: Program Officer, DHS: 

Specify Type of Certified Costs:

Certified Costs: Non-Cash Match: 

Specify Type of Program:

Type of Program: Contract #: 
Identification #: Control #: 
Name of Provider: 
Address of Provider: 

Costs Detailed:

Personnel:

Name Title Salary/Benefits % of Time Applicable Amount

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Salary/Benefits</th>
<th>% of Time</th>
<th>Applicable Amount</th>
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</table>

Subtotal

Detailed Other Costs:
Local Cash Match

I, the undersigned, hereby certify that the above certified costs and/or non-cash match have been provided/received in compliance with the requirements and conditions of the applicable federal or state program. I further certify that my office has available a set of accounting records relative to these certified costs that specifically identifies each specific detailed transaction direct to this federal or state program and that these records are available to DHS or federal auditors to review.

Date: Signature: 
Title:

PI 156 Revised
Form 5215

F - 1
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective the day and year first written above, is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and the Contractor (hereinafter referred to as "Business Associate").

WHEREAS, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), Public Law 111-5, and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.

2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:

A. Use PHI for internal quality control and auditing purposes.

B. Use or disclose PHI as required by Law.

C. Use and disclose PHI to consult with an attorney for purposes of determining Contractor’s legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. § 164.502(j)(1).
ANNEX G

3. Contractor warrants that only individuals designated by title or name on Appendix G-1 and Appendix G-2 will request PHI from DHS or access DHS PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.

4. Contractor warrants that the individuals listed by title on Appendix G-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to G-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Appendix QF1 are impermissible.

5. Contractor warrants that the individuals listed by name on Appendix G-2 require access to a DHS information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Appendix G-2 immediately, but at least within 24 hours, of any change in the need for a DHS information system access by any individual listed on Appendix G-2. Any failure to report a change within the 24-hour time period will be considered a security incident and may be reported to Contractor’s Privacy and Security Officer, Information Security Officer, and the Georgia Technology Authority for proper handling and sanctions. G-1.

6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.

7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

A. At DHS:

   Jamila Coleman  
   DHS HIPAA Privacy Officer  
   Office of Counsel General  
   privacy@dhs.ga.gov  
   404-463-0363

   Randy C. Coleburn  
   DHS Chief Information Security Officer  
   Randy_Coleburn@dhs.ga.gov  
   404-651-9876
ANNEX G

B. At CRC/AAA:

Peggy Luukkonen
ADRC Program Manager/ HIPPA Privacy Officer
pluukkonen@crc.ga.gov
912-437-0861

C. At Contractor:


8. Contractor agrees that it will:

A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.

B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.

C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.

D. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Appendix G-1 and Appendix G-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.

E. Upon DHS’s reasonable request, but, no more frequently than annually, obtain an independent assessment of Contractor’s implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.

F. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this
ANNEX G

Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.

G. Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.

H. Except for “Non-Reportable Incidents,” report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:

i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;

ii. the inadvertent disclosure of PHI from a person designated in G-1 or Appendix G-2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in Appendix G-1 or Appendix G-2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.

I. Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:

   i. The nature of the impermissible use or disclosure (the “incident”), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;

   ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;

   iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;

   iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;

   v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the DHS HIPAA Privacy and Security Officer or the DHS Information Security Officer, Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS within five (5) business days of DHS’s request for proof of implementation.

J. Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor’s information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above.

Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS’s approval of Contractor’s corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS.

K. Upon DHS’s reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor’s information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, “pings,” or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.

L. Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.

M. If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor’s impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932, 45 C.F.R. Part 160, 45 C.F.R. Part 164, Subparts A, D & E, as of their
ANNEX G

respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications. In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS's approval of the notification letter.

N. Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 C.F.R. §164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.

O. In order to meet the requirements under 45 C.F.R. § 164.524, regarding an individual's right of access, within five (5) business days following DHS's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by DHS, provide DHS access to the PHI in an individual's Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.

P. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices, or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.

Q. Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the DHS HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DHS. If requested by DHS, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to DHS upon request.

R. In addition to any indemnification provisions in the Contract, indemnify DHS, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DHS.

S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of $300.00 per calendar day, starting with the day after the
deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

9. DHS agrees that it will:

A. Notify Contractor of any new limitation in DHS’s Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor’s use or disclosure of PHI.

B. Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor’s use or disclosure of PHI.

C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor’s use or disclosure of PHI.

D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.

10. The Term of this Agreement shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

A. Termination for Cause. Upon DHS’s knowledge of a material breach of this Agreement by Contractor, DHS shall either:
   i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;

   ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days’ notice; or

   iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.
B. Effect of Termination.

i. Upon termination of this Agreement, for any reason, DHS and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify DHS and obtain instructions from DHS for either the return or destruction of the PHI.

ii. Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DHS may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.

iii. This Effect of Termination section survives the termination of the Agreement.

11. Interpretation. Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary, provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.

12. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

13. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

BY: ___________________________ DATE: ___________________________

SIGNATURE

PRINT NAME

TITLE
APPENDIX G-1

List of Individuals Permitted to Receive, Use and Disclose DHS PHI

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract. If this is not applicable please mark the first line below with N/A:

- 
- 
- 
- 
- 

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through “secure tunnel” approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Appendix G-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Appendix G-1 as needed and provide the updated form to DHS Project Leader Contact.
APPENDIX G-2

Part 1:
Please initial beside the correct option. Please select only one option.

Contractor **DOES NOT** need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

Contractor **DOES** need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:
Please complete the table below if you indicated that Contractor **DOES** need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Employer</th>
<th>DHS Information System</th>
<th>Type of Access (Read only? Write?)</th>
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</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
</table>

The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DIIS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DIIS Access Control Coordinators privacy@dhs.ga.gov and Randy.Coleburn@dhs.ga.gov, as well as AAA HIPPA Privacy Officer plaukkonen@crc.ga.gov, immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Appendix G-2 as needed and provide the updated form to DIIS Project Leader Contact and the CRC AAA HIPPA Privacy Officer, Peggy Laukkonen.
## Annex H

### DHS Division of Aging Services Uniform Cost Methodology

#### Personnels Spreadsheet: SFY 2023-2024

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<th>Effingham County Commission</th>
<th>2023</th>
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</thead>
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#### STAFF LIST

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<tr>
<th>Number of Staff Positions</th>
<th>Hourly Rate Range</th>
<th>Base Wages</th>
<th>Benefit Costs (Benefits)</th>
<th>Total Benefits</th>
<th>Production Hours</th>
<th>Annual Benefit Costs</th>
<th>General Admin Cost</th>
<th>Total Hours</th>
<th>Vacant Hours</th>
<th>Total Time Expenditures</th>
<th>Total Benefits</th>
<th>Total Hours</th>
<th>Vacant Hours</th>
<th>Total Time Expenditures</th>
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<td>$21,668</td>
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<td>97</td>
<td>2,370</td>
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<td>69</td>
<td>1,722</td>
<td>47</td>
<td>107</td>
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<td>$92,522</td>
<td>1,000</td>
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<td>1,722</td>
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</tbody>
</table>

**Total Wages and Benefits:** $182,732

**Percent of Total Wages and Benefits:** 50.00%

**Total Hours:** 2,400

**Percent of Total Hours:** 100.00%

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The following data columns automatically do not enter.
## DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY
Personnel Spreadsheet  SFY 2023-2024

### Effingham County Commission

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<tr>
<th>Position</th>
<th>STAFF LIST</th>
<th>Numerical Code</th>
<th>Base Wages</th>
<th>Fringe Benefits</th>
<th>Total Wages</th>
<th>HOURS (Labor)</th>
<th>Total Cost</th>
<th>% of W&amp;B</th>
<th>Nut/Wellness</th>
<th>Home-Delivered Meals</th>
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<th>Meal Cost Only</th>
<th>All Other</th>
<th>At Other</th>
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### Travel/Medical Transportation Cost Pool Section Only

| Travel/Medical | $31,312 | $55,489 |

### Additional Information

- **Total Wages and Benefits**: $181,782
- **Total Hours**: 1,469
- **Percent of Total Hours**: 11.96%
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### DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY

**Support Spreadsheet SFY 2023-2024**

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### DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY
Support Spreadsheet SFY 2023-2024

#### ANNEX H

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<tr>
<th>2022</th>
<th>In Balance</th>
<th>General Administration COST POOL</th>
<th>Shared Building Space COST POOL</th>
<th>Client/Meal Transportation COST POOL</th>
<th>Support COST POOL</th>
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<th>#3</th>
<th>#4</th>
<th>#5</th>
<th>All Other</th>
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<td>Select Line Item from DAS Chart of Accounts</td>
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<td>$51,845</td>
<td>$30,130</td>
<td>$12,560</td>
<td>$34,186</td>
<td>$31,500</td>
<td>$6,312</td>
<td>$76,500</td>
<td>$155,489</td>
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<td>TOTAL ALLOWABLE COSTS</td>
<td>$453,522</td>
<td>$51,845</td>
<td>$30,130</td>
<td>$12,560</td>
<td>$34,186</td>
<td>$31,500</td>
<td>$6,312</td>
<td>$76,500</td>
<td>$155,489</td>
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</tbody>
</table>

### Notes
- The table above outlines the proposed annual expenses for Effingham County Commission in 2022, segmented into various categories and years.
- The total allowable costs are calculated and presented at the bottom of the table.
- The spreadsheet check is auto-populated and matches the total allowable costs.
## DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY

Support Spreadsheet  SFY 2023-2024

<table>
<thead>
<tr>
<th>Item XI. 6.</th>
<th>General Administration COST POOL</th>
<th>Shared Building Space COST POOL</th>
<th>ClientMeal Transportation COST POOL</th>
<th>Support COST POOL</th>
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<tbody>
<tr>
<td>2022</td>
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<td></td>
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<tr>
<td>Effingham County Commission</td>
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<tr>
<td>PROPOSED ANNUAL EXPENSES (Select Line Item from IAS Chart of Accounts)</td>
<td>General Administration COST POOL</td>
<td>Shared Building Space COST POOL</td>
<td>ClientMeal Transportation COST POOL</td>
<td>Support COST POOL</td>
<td>All Other</td>
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<td>COST POOL SECTION: Service Subcontract Allowance (per contract)</td>
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<tr>
<td>Autopopulates % of Driver Time Per Program from Personnel</td>
<td>0.00%</td>
<td>0.00%</td>
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<td>Reallocate Support Costs</td>
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<td>Autopopulates based on Percent of Total Staff Hours from Personnel</td>
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### Donated Personnel or Non-Cash Match Section

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<td>Reallocate Donated Building Space (Auto-populates from Cost Pool Section above)</td>
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<td>Reallocated Donated General Administration (Auto-populates from Cost Pool Section above)</td>
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<tr>
<td>Reallocated Donated General Administration</td>
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## Effingham County Senior Citizens Center
### FY23-P
### Annex I

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<th>State</th>
<th>SubTotal (Payable)</th>
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<th>Total</th>
<th>Program</th>
<th>Other Source</th>
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<th>Units</th>
<th>Unit Cost</th>
<th>Served</th>
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<tbody>
<tr>
<td><strong>Service: Home Delivered Meals</strong></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>CBS - HCBS State (Unit Cost)</td>
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*Program: HCBS - Senior Centers*

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<th>Total</th>
<th>Program</th>
<th>Other Source</th>
<th>Total Amount</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Served</th>
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<tbody>
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<tr>
<td>CBS - HCBS State (Unit Cost)</td>
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Code of Conduct Compliance Questionnaire for Employees of Subrecipients/Subcontractors

Amended: 8/23/2012
CODE OF CONDUCT COMPLIANCE QUESTIONNAIRE

All employees of subrecipients/subcontractors to The Coastal Regional Commission ("the Center" or "CRC") are being asked to complete this Compliance Questionnaire. The Center is committed to providing a workplace where employees and contractors can and do act responsibly and ethically. The CRC's Code of Conduct sets out specific standards of conduct, which should govern our behavior towards our fellow employees, suppliers, subrecipients, contractors, subcontractors, and member governments. Please answer each of the following questions and, if necessary, provide an explanation. For any "yes" response, please explain in the extra space provided on the last page.

Conflict of Interest

1. During fiscal , did you, or are you aware of anyone who received from any person or center doing business with the Center any loan, gift, trip, gratuity, or other payment, which did or could cause prejudice toward or obligation to the giver, or could be perceived by others as creating an obligation to the giver? (Note: Each item or the total of items from a single vendor with a value of more than $50.00 must be reported, except that you do not need to report loans made by financial institutions on normal and customary terms).
   Yes  No

2. In fiscal , did you, or are you aware of anyone who participated in or influenced any transaction between the Center and another entity, or between your employer and other entity, in which they or any member of their family had a direct or indirect financial interest?
   Yes  No

3. In fiscal , did you, or are you aware of anyone who had a material financial interest in or held a position of influence with any business which furnishes goods or services to the Center or to your employer? (Note: The term "material financial interest" means someone who by virtue of their stock ownership or monetary interest in a business is able to direct or to influence business decisions, or a commissioned sales representative; "position of influence" means someone holding an influential position such as a sole proprietor, partner, member of a board of directors, an executive, or a manager.)
   Yes  No

4. For fiscal , did you, or are you aware of anyone who used resources (including funds, equipment, supplies, or personnel) for purposes other than business or business-sponsored activities?
   Yes  No

5. During fiscal , did you, or are you aware of anyone who received gifts or entertainment from individuals or organizations having dealings with the Center or with your employer, including but not necessarily limited to loans, any form of cash gratuities, private or personal discounts not sanctioned by the Center, or remuneration or service related to illegal activities?
   Yes  No
6. During fiscal ___, did you, or are you aware of anyone who accepted any consideration or special favors from suppliers or potential suppliers which in fact or appearance could be deemed a bribe, kickback or reward given to influence your business judgment?
   Yes  No

7. Were you involved, or are you aware of any employee who was involved in a conflict of interest situation during fiscal year ___?
   Yes  No

8. I have listed names, addresses and the nature of the relationships of all persons or entities doing business with the Center or with my employer from whom I or any member of my immediate family has received, directly or indirectly, cash or a gift of more than nominal value ($50.00) during the fiscal year ended June 30, ___. (If there are no persons or entities to be listed, so indicate by writing "NONE" in the first space provided below.)

<table>
<thead>
<tr>
<th>Name of Person/Entity</th>
<th>Nature of Relationship/Outside Activity</th>
</tr>
</thead>
</table>

   **Political**

9. In fiscal ___, did you, or are you aware of anyone who received any payments from the Center or from your employer for the purpose of making a contribution to any political party, candidate, or election committee?
   Yes  No

**Financial Integrity**

10. Are you aware of any entries made in the books and records in fiscal ___ that you believe are false or intentionally misleading?
    Yes  No

11. Are you aware of any assets, liabilities, or transactions that you believe were improperly omitted from the books in fiscal ___?
    Yes  No

12. In fiscal ___, are you aware of anyone seeking to influence any governmental official (including foreign officials) or governmental employee, or individual doing business with the Center or with your employer, by offering money, goods, or services in return for some special consideration?
    Yes  No
13. Are you aware of any incident involving the Center or your employer that you feel constituted noncompliance with laws, regulations, policies, guidelines, procedures, or ethical principles, other than those matters referred to in other questions or incidents, which have already been reported? (Note: If you prefer to report an incident or violation anonymously, please answer this question “NO” and contact a member of the CRC Audit Committee.)

Yes  No

14. Please provide any explanations for “yes” responses.

____________________________________________________________

____________________________________________________________

In the space below, please provide any suggestions you may have for improving the Code of Conduct and Compliance Program.

____________________________________________________________

____________________________________________________________

Printed Name

____________________________________________________________

Signature

____________________________________________________________

Date
Contractor Responsibilities, Rewards, and Sanctions

Scope and Background. This provides policies and procedures to be used by the CRC in assessing compliance by their CONTRACTORS, with contract requirements and responsibilities and developing appropriate performance-based rewards or sanctions, relative to compliance status. To the extent feasible, the CRC will reward those CONTRACTORS which the CRC finds have demonstrated exceptional performance. Likewise, should there be findings of non-compliance with the terms of a contract which governs the use of monies appropriated under that contract, the CRC may take such actions, described in this section, as may be legally available and appropriate to the circumstances. This section outlines the rewards available for compliance with a contract and the potential sanctions which can be levied for non-compliance with contract terms and conditions.

Definitions. Definitions for terms used in this section shall have the following meanings, unless the context clearly indicates otherwise.

(a) Levels of Sanctions include but are not limited to:

(1) **Level One Sanction** - The sanction that the CRC may impose as a response to a contractual breach and/or failure to comply with CRC policies and procedures and specific state and federal requirements.

(2) **Level Two Sanction** - The sanction that the CRC may impose as a response to a severe problem and the potential negative impact that such a problem may have on a CONTRACTOR agency’s region or on the State.

(3) **Level Three Sanction** - The sanction that the CRC may impose with a severe and/or continued failure to comply with contractual requirements, CRC policies and procedures, and/or state and/or federal laws may affect service delivery and/or CONTRACTOR agency financial stability.

(4) **Level Four Sanction** - The sanction that the CRC may impose where a severe and/or continued failure to comply with contractual requirements, CRC policies and procedures, and/or state and/or federal laws continue to go uncorrected.

(b) **Acceptable corrective action plan** - Identification of actions to be taken, including a timeline, that are acceptable to the CRC to correct and identify issue of contractual or legal non-compliance.

(c) **Certified** - When used in conjunction with performance measure testing, describes having obtained acceptable results, within parameters established by the CRC, for data tested.

(d) **Discretionary funds** - Any funds issued by the CRC that are not awarded based on a general funding formula or not awarded to all Providers by the CRC.

(e) **Extension** - An approved request submitted to the CRC on or before the original due date, to submit required reports or other required information, later than the established due date, and granted at the discretion of the CRC for good cause shown.

Preventive maintenance. Preventive maintenance activities or approaches, developed to ensure achievement of desired program outcomes and provide fiscal accountability, include technical
assistance, procedural issuances and policy manual issuances, timely and effective program and fiscal monitoring, performance measure testing, and quality reviews.

(a) Technical assistance is performance-driven and outcome-based. Specified CRC or Division of Aging Services staff with appropriate programmatic, technical and/or administrative expertise will provide technical assistance for administrative, programmatic and fiscal issues. Training is included as a preventive maintenance approach, to the extent that resources are available to arrange for and provide such training.

(b) Procedural issuances and manual issuances provide clarification and interpretation of federal and state requirements and are performance-driven and outcome-based. They may relate to both programmatic and fiscal issues.

(c) Program and Fiscal Monitoring assistance may include site visits, desk reviews and analysis of both financial and program outcomes to help identify potential weaknesses, before such weaknesses result in sub-standard performance or questioned costs. Monitoring may result in recommendations that provide practical solutions that can be used to take immediate corrective action.

(d) Performance measure testing is conducted to determine the accuracy (including completeness) of data submitted to the CRC and to assess the quality of the controls in place to ensure the consistency of accurate and well-documented data.

(e) Quality reviews include the routine evaluation of essential quality indicators and certification systems and will be enhanced with timely and relevant training and technical assistance to help develop and maintain the knowledge, skills and abilities required across all program lines.

CONTRACTOR Responsibilities. Contractors are responsible for compliance with the terms of the contract and will:

(a) comply, as applicable, with all governing documents;

(b) comply with the requirements of approved contracts or plans;

(c) meet the administrative and service requirements established by the CRC, including, but not limited to, all budget documents and required reporting in a timely, complete and accurate manner; and

(d) respond to requests by the CRC for specific correction as a result of:

(1) the area plan or area plan amendment review;
(2) program and fiscal reviews, monitoring and assessments;
(3) investigation and response to complaints; or
(4) erroneous or incomplete information on program performance or financial reports.

(e) respond to or comply with corrective action plans as requested or required by the CRC.

(f) notify the CRC immediately if service levels are to be temporarily limited or reduced by
unanticipated staffing constraints or other unexpected circumstances.

**Rewards.** Rewards for exceptional performance will be determined by the CRC based on the results of periodic and annual monitoring and evaluation. The CRC will work with the provider network to establish reward and recognition initiatives that are both meaningful and tangible. Exceptional performance is characterized by those activities that produce results which substantially exceed minimum requirements, and could be related to superior consumer satisfaction ratings, outstanding leadership in the community and state, highly effective stewardship of funds, highly effective advocacy efforts resulting in actions taken to benefit programs or clients, innovations leading to process improvements, and improved results. Actual rewards are not limited to, but may include any one, or a combination of:

(a) notification and publicizing of outstanding performance to the public in the Area Agency's region and to the governing board of the designated Regional Development Center or non-profit organization. This could include holding annual recognition events, giving "Best in Class" Awards for AADs and providers, highlighting accomplishments in newsletters and annual reports;

(b) providing discretionary funding awards for conferences, training events, or leadership workshops, including in-state and, when appropriate, out-of-state travel;

(c) providing discretionary funding awards for the purchase of equipment, including upgrades to computer hardware and software;

(d) reducing the frequency of monitoring and other review processes, as long as performance levels are maintained at the exceptional level;

(e) providing the opportunity to participate in policy and program development initiatives;

(f) giving priority consideration for new projects, activities or funding.

**Sanctions.** The CRC may apply sanctions which can be both progressive and cumulative in nature and which can include, but are not limited to, the following:

**Level One Sanctions.** Level One Sanctions may result in one or more of the following actions:

(a) requiring the development, submission and implementation of an acceptable corrective action plan to address identified weaknesses, contractual breaches, and/or non-compliance;

(b) submission of additional and/or more detailed financial and/or performance reports;

(c) designation as a high-risk CONTRACTOR, requiring additional monitoring visits;

(d) repayment of disallowed costs; and

(e) requiring directed amendments to contract.

**Level Two Sanctions.** Level Two Sanctions may result in one or more of the following actions:
(a) imposition of one or more Level One Sanctions;

(b) restrictions on ability to draw down CONTRACTOR/Agency funds, including suspension or termination of funding, with notice of such action to the agency director, the agency director’s superior (if applicable), and the agency’s board chairperson, or comparable agency official;

(c) prohibition of participation in discretionary funds application process;

(d) imposition of required technical assistance, and

(c) requiring directed amendments to contract or subcontract proposals.

**Level Three Sanctions.** Level Three Sanctions may result in one or more of the following actions:

(a) imposition of one or more Level One sanctions;

(b) imposition of one or more Level Two sanctions;

(c) prohibition or limitation of the provision of direct services;

(d) imposition of the requirement that reimbursement payments made to the CONTRACTOR for the remainder of the fiscal year shall only be made following submission of bills paid or other documentation to show that bills for which reimbursement is sought have been paid; and

(e) requiring directed amendments to contract or subcontract proposals.

**Level Four Sanctions.** Level Four Sanctions may result in one or more of the following actions:

(a) imposition of one or more Level One sanctions;

(b) imposition of one or more Level Two sanctions;

(c) imposition of one or more Level Three sanctions;

(d) requiring a directed amendment to the current area plan/proposal; and

(e) withdrawal of designation and/or cancellation of provider contract.

**Administrative Violations.** Administrative violations shall result in disciplinary and/or corrective actions as specified in this section, unless the violation occurred as a result of an act of God or action by the Division/Department. The CRC is responsible for documenting violations. Higher levels of administrative sanctions will be applied for non-compliance issues deemed most serious, and for continued non-compliance, including failure to take appropriate corrective action, for less serious issues.

** Violations Subject to Level One Sanctions.** Violations which may result in the imposition of Level One sanctions include, but are not limited to, the following:
(a) failure to satisfactorily resolve an identified contractual breach within specified timeframes.
(b) failure to submit a required report by the due date or date of approved extension.
(c) failure to submit required reports accurately and completely, if identified by the CRC (not to exceed two instances in one fiscal year), and not corrected within five workdays following notification;
(d) failure, on the third occurrence, to submit required reports accurately and completely, if identified by the CRC, whether or not a violation notice was previously issued;
(e) failure to submit timely an acceptable corrective action plan for findings of program and fiscal monitoring within thirty (30) calendar days;
(f) failure to resolve deficiencies noted in an audit review within timeframes established by contract.

Violations Subject to Level Two Sanctions. Violations which may result in the imposition of Level Two sanctions include, but are not limited to, the following:

(a) failure to rectify any level one sanction within the timeframe established for corrective action;
(b) failure to complete in a timely manner any corrective actions provided in any corrective action plan;
(c) failure to submit in a timely manner a Single Audit, in accordance with OMB Circular A-133, to the Department;
(d) failure to be certified as having had accurate data following performance measure testing;

Violations Subject to Level Three Sanctions. Violations which may result in the imposition of Level Three sanctions include, but are not limited to, the following:

(a) failure to rectify any Level One sanction within sixty (60) calendar days following the timeframe established for corrective action;
(b) failure to rectify any Level Two sanction within the timeframe established for corrective action;
(c) failure to appropriately act upon reported or identified threats to the health and safety of program participants, within established timeframes, as follows:

1. immediately, or on the next business day, when an immediate threat to life and safety of participants is reported or identified;
2. within forty-eight (48) work hours, when there is some risk to health or safety, which is considered not to be life threatening;
3. within seven (7) work days for all other reports or risks identified.
(d) failure to appropriately report and respond to allegations of abuse, neglect, and/or exploitation, and/or allegations of fraud or ethics code violations;¹

(c) failure to have tested data certified as accurate two times out of any four consecutive performance measure tests; and

(f) occurrence of four or more Level One violations or three or more Level Two violations within the same fiscal year.

Violations Subject to Level Four Sanctions. Violations which may result in the imposition of Level Four sanctions include, but are not limited to, the following:

(a) failure to rectify any Level One sanction within 120 calendar days following the timeframe established for corrective action;

(b) failure to rectify any Level Two sanction within 90 calendar days following the timeframe established for corrective action; and

(c) failure to rectify any Level Three sanction within the timeframe established for corrective action.

Notice of Pending Action. The CRC is responsible for providing adequate and timely notice of pending actions, including sanctions, according to the following guidelines.

(a) The date of notice shall be the date the notice is sent to the CONTRACTOR via facsimile transmission (FAX), if transmitted or recorded as delivered by 12:00 Noon on a regular business day. If transmitted after 12:00 Noon, the next business day will be considered the date of notice.

(b) All notices of violations will be sent by postal mail for violations subject to a Level one and Level Two sanction or, for violations subject to a Level Three and Level Four sanction, by postal mail, return receipt requested, or by commercial delivery services with signature of receipt required.

(c) All notices will be addressed to:

(1) the agency’s/CONTRACTOR’s Executive Director or designated representative;
(2) the CONTRACTOR’s Board Chair or comparable agency official.

Fraud. All allegations of fraud will be investigated by the Department of Human Services or other agency(ies) with jurisdiction. Complaints will be referred to the appropriate agency for action. Since

¹ Refer to “Requirements for Non-Medicaid Home and Community Based Services” General and Individual Services requirements, regarding mandatory reporting of suspected abuse, neglect or exploitation of participants. Provider staff are considered to be mandated reporters as defined in O.C.G.A. 30-4, Protection of Disabled Adults and Elder Persons. AAs which provide direct services, including case management, will be subject to mandated reporting.
payments to CONTRACTORs are made from both State and Federal funds, submission of false or fraudulent claims, statements, documents, or the concealment of a material fact may be prosecuted as a felony in either Federal or State Court.

(a) The Department/Division will inform the agency/CONTRACTOR of the exact nature of the complaint and may require the CONTRACTOR to conduct its own internal investigation.

(b) The Department will document its investigation's findings and conclusions and inform the CONTRACTOR and the complainant of the results. If an investigation substantiates fraud, the Department will require the CONTRACTOR to take corrective action and/or refer the complaint to the Georgia Attorney General's Office, the United States Attorney General's Office, and other appropriate law enforcement agencies.

Ethics Code Violations. The Department/Division is bound by the Code of Ethics for Government Service and expects all CONTRACTORs, including area agencies on aging and their sub-CONTRACTORs to abide by the same (See Appendix 93-B). Violations of the Ethics Code requirements will be investigated by the Department and referred by the Department to the appropriate law enforcement agency. Ethics violations may result in criminal prosecution and may be pursued based on the provisions pertinent laws and regulations.

(a) The Department will inform the CONTRACTOR of the exact nature of the complaint and may require the CONTRACTOR to conduct its own internal investigation.

(b) The Department will document its investigation's findings and conclusions and inform the CONTRACTOR and the complainant of the results. If an investigation indicates there is a substantiated situation in which there is a question of ethics code violations, the Department will require the CONTRACTOR to take corrective action and/or refer the complaint to appropriate law enforcement agencies.

Abuse, Neglect, and Exploitation. Abuse, neglect, exploitation and other violations of client rights will be reported by the Department/Division to the appropriate authorities. ²

Other Remedies. The CRC may take and/or impose other remedies that are legally available based on the circumstances involved.

Effective Date: July 2022

Review Date: March, annually, or at any other such time as there are changes in laws or regulations which affect this policy.

² See note 1.
Contract Amendment Correspondences
Security and Immigration Compliance Affidavits
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with COASTAL REGIONAL COMMISSION, [name of contractor] on behalf of the Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number - E-Verify

Date of Authorization

Name of Subcontractor
Multi-Funded Services

Name of Project
Georgia Department of Human Services

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, __________, 20__ in __________________________ (city), ______(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF: ______________, 20__.

NOTARY PUBLIC

My Commission Expires:

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rev. 8/12/19
Security and Immigration Compliance Affidavits
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (__________ [name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]) and COASTAL REGIONAL COMMISSION [name of contractor] on behalf of the Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (__________ [name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (__________ [name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number - E-Verify

Date of Authorization ________________________________

Name of Sub-subcontractor ________________________________

Name of Project Georgia Department of Human Services

Name of Public Employer ________________________________

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ____________, __202__ in _________________________(city), __________(state).

Signature of Authorized Officer or Agent ________________________________

Printed Name and Title of Authorized Officer or Agent ________________________________

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _______ DAY OF ____________________, 202__

NOTARY PUBLIC
My Commission Expires: ________________________________

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rev. 8/12/19
Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

Department of Human Services
Notice Concerning Critical Incident Reporting

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)
Fax: 404-463-5496
Email: inspectorgeneralhotline@dhs.ga.gov

Address: 2 Peachtree Street, NW, Suite 30.450 Atlanta, Georgia 30303-3142
Staff Report

Subject: Schedule of Fees change – water & sewer rates, sanitation fees
Author: Mark W. Barnes, Finance Director
Department: Finance
Meeting Date: 8/2/22
Item Description: Consideration to approve a resolution to amend the Schedule of Fees for the water & sewer rates and sanitation fees

Summary Recommendation:
Staff is requesting approval of the proposed resolution to amend the sanitation fees and water & sewer rates on the Schedule of Fees.

Executive Summary:
Each year the Board establishes the sanitation fees and may also re-evaluate the water & sewer rates.

Sanitation Fees
Sanitation fees are driven almost entirely by the contracted price of trash/recycle pickup. The County received notice in June 2022 that those prices would increase beginning July 2022.

Sanitation fees for the prior year were set at:
- Standard trash/recycle service - $215 per year
- Additional trash cart - $115 per year
- Additional recycle cart - $65 per year
- Elderly special school exemption - $100 a year

Staff is recommending the following new sanitation fees for FY 2023:
- Standard trash/recycle service - $243 per year
- Additional trash cart - $127 per year
- Additional recycle cart - $72 per year
- Elderly special school exemption - $100 a year

Water & Sewer Rates
At the public meeting held 8/4/2020 the Board approved a plan to raise the water & sewer rates by a total of 65 cents per 1,000 gallons over a three-year period. This was after the County had gone a number of years with no rate increases, even while the County was paying more per gallon from the City of Savannah.

The first phase increase of 22 cents per 1,000 gallons was effective as of that 8/4/2020 meeting, the second phase of 22 cents per 1,000 gallons was effected at the 6/1/2021
Board meeting, and now staff is requesting to increase fees by 21 cents per 1,000 gallons to bring the total increase over three years to 65 cents per 1,000 gallons. In future years, the plan from 8/4/2020 calls for the County to raise rates by the same percentage as the increase we pay to the City of Savannah for their wholesale water.

Currently, a residential customer (without reuse water) using a typical 8,200 gallons in one month would pay $75.31. With the increase of 21 cents per 1,000 gallons that same customer would pay $78.75 for an increase of $3.44 per month or 4.6%.

As in previous years, the rate change affects all tiers and affects both residential and commercial customers.

**Alternatives for Commission to Consider:**

1. Approve the proposed resolution to amend the Schedule of Fees.
2. Do not approve the proposed resolution to amend the Schedule of Fees.
3. Provide staff with direction.

**Recommended Alternative:**

Staff recommends Alternative number 1 – Approve the resolution to amend the Schedule of Fees.

**Other Alternatives:**

n/a

**Department Review:** (list departments)

Finance

**Funding Source:**

No funding needed

**Attachments:**

Resolution to amend the Schedule of Fees
STATE OF GEORGIA  
COUNTY OF EFFINGHAM  

A RESOLUTION TO AMEND THE EFFINGHAM COUNTY SCHEDULE OF FEES

BE IT RESOLVED by the Board of Commissioners of Effingham County, in regular meeting assembled and pursuant to lawful authority thereof, that the Effingham County Schedule of Fees on file with the Clerk of the Board of Commissioners of Effingham County, Georgia, is hereby amended to include the following:

<table>
<thead>
<tr>
<th>LICENSING AND TAXING OF ALCOHOL BEVERAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Service Rendered</strong></td>
</tr>
<tr>
<td>-------------------------------------------</td>
</tr>
<tr>
<td><strong>License Fee</strong></td>
</tr>
<tr>
<td>Retail Beer &amp; Wine sale by drink</td>
</tr>
<tr>
<td>Retail Liquor sale by drink</td>
</tr>
<tr>
<td>Retail Beer, Wine and Liquor sale by drink</td>
</tr>
<tr>
<td>Wholesale License</td>
</tr>
<tr>
<td>Retail Beer &amp; Wine sale by package</td>
</tr>
<tr>
<td>Farm Winery, sale by package and drink</td>
</tr>
<tr>
<td>Exterior signs</td>
</tr>
<tr>
<td>Advertisement</td>
</tr>
<tr>
<td><strong>Initial Application Fee</strong></td>
</tr>
<tr>
<td>Beer, Wine, Liquor</td>
</tr>
<tr>
<td>Renewal Application Fee</td>
</tr>
<tr>
<td><strong>Excise Tax</strong></td>
</tr>
<tr>
<td>Case of 48 cans/bottles containing 6oz</td>
</tr>
<tr>
<td>Case of 48 cans/bottles containing 7oz</td>
</tr>
<tr>
<td>Case of 36 cans/bottles containing 8oz</td>
</tr>
<tr>
<td>Case of 24 cans/bottles containing 10oz</td>
</tr>
<tr>
<td>Case of 24 cans/bottles containing 12oz</td>
</tr>
<tr>
<td>Case of 24 cans/bottles containing 14oz</td>
</tr>
<tr>
<td>Case of 24 cans/bottles containing 16oz</td>
</tr>
<tr>
<td>Case of 12 cans/bottles containing 32oz</td>
</tr>
<tr>
<td>Keg/Drum/ Barrel with capacity to hold 1.125gal</td>
</tr>
<tr>
<td>Keg/Drum/ Barrel with capacity to hold 2.25gal</td>
</tr>
<tr>
<td>Keg/Drum/ Barrel with capacity to hold 3.875gal</td>
</tr>
<tr>
<td>Keg/Drum/ Barrel with capacity to hold 7.75gal</td>
</tr>
<tr>
<td>Keg/Drum/ Barrel with capacity to hold 15.5gal</td>
</tr>
<tr>
<td>Keg/Drum/ Barrel with capacity to hold 31gal</td>
</tr>
<tr>
<td>Proportionate tax for all fractional parts of 15.5gal</td>
</tr>
<tr>
<td><strong>Liquor by package or drink</strong></td>
</tr>
<tr>
<td>Per Gallon</td>
</tr>
<tr>
<td>Per Half Gallon</td>
</tr>
<tr>
<td>Per Quart</td>
</tr>
<tr>
<td>Per Fifth</td>
</tr>
<tr>
<td>Per Pint</td>
</tr>
<tr>
<td>Service Rendered</td>
</tr>
<tr>
<td>------------------</td>
</tr>
<tr>
<td>Per Tenth</td>
</tr>
<tr>
<td>Per Half Pint</td>
</tr>
<tr>
<td>Mixed Drink Tax</td>
</tr>
<tr>
<td>(set by ordinance)</td>
</tr>
<tr>
<td>Collection by licensee, licensee may withhold % based on allowable deduction in O.C.G.A. A. § 48-8-50</td>
</tr>
<tr>
<td>Wine for sale by package or drink</td>
</tr>
<tr>
<td>Per Liter</td>
</tr>
<tr>
<td>Per Gallon</td>
</tr>
<tr>
<td>Violations - minimum fine of</td>
</tr>
<tr>
<td>Late Payment Penalties</td>
</tr>
<tr>
<td>Late payment of Mixed Drink Tax</td>
</tr>
<tr>
<td>Minimum late fee</td>
</tr>
<tr>
<td>Plus 1% per month tax not paid</td>
</tr>
</tbody>
</table>

**ANIMAL CONTROL**

<table>
<thead>
<tr>
<th>Service Rendered</th>
<th>Assessed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption Fee</td>
<td></td>
</tr>
<tr>
<td>Rabies Vaccine</td>
<td>$15.00 per animal</td>
</tr>
<tr>
<td>Impound Fee</td>
<td>$25.00 per animal impounded</td>
</tr>
<tr>
<td>Boarding Charge</td>
<td>$5.00 per day per animal</td>
</tr>
<tr>
<td>Quarantine</td>
<td>$10.00 per day per animal (Bite Cases)</td>
</tr>
<tr>
<td>Veterinarian Charges</td>
<td>Varies</td>
</tr>
<tr>
<td>Animal Care Charges</td>
<td>Varies</td>
</tr>
</tbody>
</table>

**BUILDING APPLICATION FEES**

<table>
<thead>
<tr>
<th>Service Rendered</th>
<th>Assessed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Home (SW)</td>
<td>$150.00</td>
</tr>
<tr>
<td>Mobile Home (DW)</td>
<td>$250.00</td>
</tr>
<tr>
<td>Mobile Home (TW)</td>
<td>$350.00</td>
</tr>
<tr>
<td>One and Two Family Dwellings Building Permit</td>
<td>$50 Plan Review Fee + $2.25 climate controlled + $.20 non-climate controlled</td>
</tr>
<tr>
<td>Plan Review Fee is due when plans are submitted</td>
<td></td>
</tr>
<tr>
<td>Commercial Building Permit</td>
<td>$150 Plan Review Fee + $7.00 per $1,000 of Construction Value</td>
</tr>
<tr>
<td>Plan Review Fee is due when plans are submitted</td>
<td>Based on Greater of $100/SQ. FT. climate controlled or $50/SQ. FT. non-climate controlled and Submitted Value, Permit Fee Shall Not Exceed $150,000</td>
</tr>
<tr>
<td>Government, Educational, and Religious Building/Renovation/Remodel/Addition Permits</td>
<td>$50.00 Admin Fee + $50.00 each licensed trade (Electric, Plumbing, HVAC)</td>
</tr>
<tr>
<td>One and Two Family Dwelling Renovation/Remodeling/Addition Permit</td>
<td>$50 admin fee + $.20/climate controlled sq. ft. + $.15/non-climate controlled sq. ft.</td>
</tr>
<tr>
<td>Private Educational, and Religious Addition Permit</td>
<td>$50 admin fee</td>
</tr>
<tr>
<td>Slab</td>
<td>$50.00</td>
</tr>
<tr>
<td>Accessory Building for One and Two Family Dwellings</td>
<td>$50 adm fee + $.10 sq ft</td>
</tr>
<tr>
<td>Deck</td>
<td>$50 adm fee + $.05 sq ft</td>
</tr>
</tbody>
</table>
### Pools
- $50 adm fee + $.10 sq ft pool area

### Demolition Permit
- $50.00

### Relocation
- $50 + $.10 sq. ft.

### Windows
- $50 admin fee + $5 per $1,000 in estimated cost

### Signs
- $50 ad min + $.10 sq. ft. sign area

### Re-inspection Fee
- $50 - first
  - $75 - second
  - $100 - Third

---

**COUNTY CLERK**

<table>
<thead>
<tr>
<th>Service Rendered</th>
<th>Assessed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copies</td>
<td>$.10 per copy</td>
</tr>
<tr>
<td></td>
<td>set county wide unless otherwise noted</td>
</tr>
<tr>
<td>Copies of Meeting</td>
<td>$5.00 per CD</td>
</tr>
</tbody>
</table>

**EMS**

<table>
<thead>
<tr>
<th>Service Rendered</th>
<th>Assessed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALS Non-Emergency</td>
<td>$525</td>
</tr>
<tr>
<td>ALS 1 Emergency</td>
<td>$544.30</td>
</tr>
<tr>
<td>BLS Non-Emergency</td>
<td>$286.50</td>
</tr>
<tr>
<td>BLS Emergency</td>
<td>$458.40</td>
</tr>
<tr>
<td>ALS Level 2</td>
<td>$787.85</td>
</tr>
<tr>
<td>Specialty Care</td>
<td>$931.10</td>
</tr>
<tr>
<td>Mileage</td>
<td>$12 per mile</td>
</tr>
<tr>
<td>Non Transport</td>
<td>$75.00</td>
</tr>
<tr>
<td>Non Transport with Treatment</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

**FIRE FEES**

<table>
<thead>
<tr>
<th></th>
<th>Assessed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$120.00 per year +$0.01/sq.ft.</td>
</tr>
<tr>
<td>Multi-Family</td>
<td></td>
</tr>
<tr>
<td>One to Four units</td>
<td>$120.00 per year unit + $0.01/sq.ft.</td>
</tr>
<tr>
<td>Five or more units</td>
<td>$80.00 for each additional unit + $0.01/sq.ft.</td>
</tr>
<tr>
<td>Commercial</td>
<td></td>
</tr>
<tr>
<td>5,000 sq. ft. or less</td>
<td>$330.00 per year</td>
</tr>
<tr>
<td>5,000 – 15,000 sq. ft.</td>
<td>$555.00 plus 0.022 per sq. ft.</td>
</tr>
<tr>
<td>More than 15,000 sq. ft.</td>
<td>$830.00 plus $0.02 per sq ft</td>
</tr>
</tbody>
</table>

| Industrial              |                                             |
| 0 – 5,000 Sq. Ft.       | 660.00 per year                            |
| 5,000 – 15,000 sq. ft.  | $1,105 +$0.028/sq.ft.                     |
| 15,000 – 1,000,000 sq. ft. | $1,655 + $0.028/sq.ft.                       |
| More than 1,000,000     | $30,005.00 + $0.16/sq.ft.                  |

| Solar Farm              | $42.00 per acre                            |
| Vacant Parcel (w/ no primary structure) | $0.105/acre |

**GIS - MAP PRICE LIST**

<table>
<thead>
<tr>
<th>Service Rendered</th>
<th>Assessed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Realtor / Chamber Map</td>
<td>$2.00</td>
</tr>
<tr>
<td>Map book</td>
<td>$20.00</td>
</tr>
<tr>
<td>Item and Description</td>
<td>Price</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>8 1/2 X 11</td>
<td>$5.00</td>
</tr>
<tr>
<td>Fully Customized Maps</td>
<td>$5 + $75 per hour</td>
</tr>
<tr>
<td>8 1/2 x 14</td>
<td>$10.00</td>
</tr>
<tr>
<td>Fully Customized Maps</td>
<td>$10 + $75 per hour</td>
</tr>
<tr>
<td>11 X 17</td>
<td>$15.00</td>
</tr>
<tr>
<td>Fully Customized Maps</td>
<td>$15 + $75 per hour</td>
</tr>
<tr>
<td>24 x 24 Pre-made Maps &amp; limited customization</td>
<td>$20.00</td>
</tr>
<tr>
<td>Fully Customized Maps</td>
<td>$20 + $75 per hour</td>
</tr>
<tr>
<td>36 x 42 Pre-made Maps &amp; limited customization</td>
<td>$25.00</td>
</tr>
<tr>
<td>Fully Customized Maps</td>
<td>$25 + $75 per hour</td>
</tr>
<tr>
<td>42 x 44 Pre-made Maps &amp; limited customization</td>
<td>$30.00</td>
</tr>
<tr>
<td>Fully Customized Maps</td>
<td>$30 + $75 per hour</td>
</tr>
<tr>
<td>60 x 60 Pre-made Maps &amp; limited customization</td>
<td>$35.00</td>
</tr>
<tr>
<td>Fully Customized Maps</td>
<td>$35 + $75 per hour</td>
</tr>
<tr>
<td>Digital Exported Maps</td>
<td>free if map is purchased</td>
</tr>
<tr>
<td>If digital export is requested alone</td>
<td>$5 + $75 per hour</td>
</tr>
<tr>
<td>Digital Data</td>
<td></td>
</tr>
<tr>
<td>Parcel shape file (polygons, zoning)</td>
<td>$80.00</td>
</tr>
<tr>
<td>Parcel shape file (polygons, zoning, all tax data)</td>
<td>$100.00</td>
</tr>
<tr>
<td>All other vector layers</td>
<td>$60.00</td>
</tr>
<tr>
<td>Aerial Photography</td>
<td>$30 per tile</td>
</tr>
<tr>
<td>Whole County SIDS</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>LIDAR</td>
<td></td>
</tr>
<tr>
<td>Complete County Wide LAS</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Individual Tile LAS</td>
<td>$250.00</td>
</tr>
<tr>
<td>County Wide Digital Elevation Model</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Digital Elevation Model tiles</td>
<td>$250.00</td>
</tr>
<tr>
<td>County Wide Contours</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Tif Image CD (for plat recording)</td>
<td>$10.00</td>
</tr>
<tr>
<td>Shipping and Handling</td>
<td>$5.00</td>
</tr>
<tr>
<td>Black &amp; White Copies .25 per side (up to 11X17)</td>
<td>$5.00 (over 11X17)</td>
</tr>
<tr>
<td>Color Copies</td>
<td>$1.00 per side (up to 11X17)</td>
</tr>
<tr>
<td></td>
<td>$20.00 (over 11X17)</td>
</tr>
</tbody>
</table>

An hourly rate of $75.00 will be charged for customized data requiring additional GIS staff time.

Customization may include any of the following procedures:

- Data Conversion processes
- Addition of background air photos
- Customer specified colors, fonts, labeling, etc.

**Rush Jobs** with less than 2 days’ notice will be charged at an hourly rate of $75.00 in addition to any other media charges.
<table>
<thead>
<tr>
<th>Service Rendered</th>
<th>Assessed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>ID Card fee</td>
<td>$5.00</td>
</tr>
<tr>
<td>Medical fee</td>
<td>4.00</td>
</tr>
<tr>
<td>D-3-L fee</td>
<td>100.00</td>
</tr>
<tr>
<td>Medical Co Pay</td>
<td>5.00</td>
</tr>
<tr>
<td>Monthly Banking Fee</td>
<td>1.00</td>
</tr>
<tr>
<td>Postmaster</td>
<td>-US Postal Service Postage Rate</td>
</tr>
<tr>
<td>Indigent Postage</td>
<td>-US Postal Service Postage Rate</td>
</tr>
<tr>
<td>Mail Rejection Fee</td>
<td>-US Postal Service Postage Rate</td>
</tr>
<tr>
<td>Restitution</td>
<td>- as per damage done</td>
</tr>
</tbody>
</table>

**PROBATION**

<table>
<thead>
<tr>
<th>Service Rendered</th>
<th>Assessed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Probation</td>
<td>$50.00</td>
</tr>
<tr>
<td>Supervision Fee</td>
<td></td>
</tr>
</tbody>
</table>

**PUBLIC WORKS**

<table>
<thead>
<tr>
<th>Service Rendered</th>
<th>Assessed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Culvert Installation Permit</td>
<td>$60.00- Installation inspection &amp; grade set</td>
</tr>
<tr>
<td>Existing culvert permit</td>
<td>$20.00 - Inspection of existing culvert</td>
</tr>
<tr>
<td>Right of Way Permit</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

**RECREATION**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Assessed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructional League</td>
<td>$65.00</td>
</tr>
<tr>
<td>Youth Softball/Baseball</td>
<td>$65.00</td>
</tr>
<tr>
<td>Youth Basketball</td>
<td>$65.00</td>
</tr>
<tr>
<td>Youth Football</td>
<td>$65.00</td>
</tr>
<tr>
<td>Youth Soccer</td>
<td>$65.00</td>
</tr>
<tr>
<td>Track</td>
<td>$15.00</td>
</tr>
<tr>
<td>Cheerleading with uniforms</td>
<td>$40.00</td>
</tr>
<tr>
<td>Cheerleading w/out uniforms</td>
<td>$90.00</td>
</tr>
<tr>
<td>Open Baseball/Softball</td>
<td>48-max 450</td>
</tr>
<tr>
<td>Adult Women's Volleyball</td>
<td>$190.00</td>
</tr>
<tr>
<td>Adult Basketball</td>
<td>$415.00</td>
</tr>
<tr>
<td>Adult Softball</td>
<td>$390.00</td>
</tr>
<tr>
<td>(Spring &amp; Coed)</td>
<td>$390.00</td>
</tr>
<tr>
<td>Adult Flag Football</td>
<td>$300.00</td>
</tr>
<tr>
<td>Spring run</td>
<td>$10 $15</td>
</tr>
<tr>
<td>All Stars</td>
<td>$25.00</td>
</tr>
<tr>
<td>Football equipment deposit</td>
<td>$50.00</td>
</tr>
<tr>
<td>discount - 2 children -</td>
<td>10% off</td>
</tr>
<tr>
<td>discount - 3 children -</td>
<td>15% off</td>
</tr>
<tr>
<td>discount - 4 or more children</td>
<td>20% off</td>
</tr>
</tbody>
</table>

**REGISTRARS**
<table>
<thead>
<tr>
<th>Service Rendered</th>
<th>Assessed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voter's List (Paper)</td>
<td>$205.00</td>
</tr>
<tr>
<td>Voter's List (CD)</td>
<td>$90.00</td>
</tr>
<tr>
<td>District or Municipal Voters List (Paper)</td>
<td>$225.00</td>
</tr>
<tr>
<td>District or Municipal Voters List (CD)</td>
<td>$130.00</td>
</tr>
</tbody>
</table>

**SANITATION**

<table>
<thead>
<tr>
<th>Service Rendered</th>
<th>Assessed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Carts</td>
<td>$243 per year</td>
</tr>
<tr>
<td>1st Carts (elderly exemption)</td>
<td>$100 per year</td>
</tr>
<tr>
<td>2nd Carts</td>
<td>$127 per year</td>
</tr>
<tr>
<td>Additional Recycle Carts</td>
<td>$60.00-$72 per year</td>
</tr>
<tr>
<td>Dry Waste Collection Site Fees</td>
<td>$0.08 cents per pound or $160.00 per ton</td>
</tr>
</tbody>
</table>

**Tires**

<table>
<thead>
<tr>
<th>Service Rendered</th>
<th>Assessed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Car</td>
<td>$3.00 off rim</td>
</tr>
<tr>
<td></td>
<td>$5.00 on rim</td>
</tr>
<tr>
<td>Large Truck</td>
<td>$8.00 off rim</td>
</tr>
<tr>
<td></td>
<td>$20.00 on rim</td>
</tr>
<tr>
<td>Farm/Tractor</td>
<td>$15.00 off rim</td>
</tr>
<tr>
<td></td>
<td>$35.00 on rim</td>
</tr>
<tr>
<td>Off Road Tires</td>
<td>$0.15 per lbs off rim</td>
</tr>
<tr>
<td>Code Enforcement Citations</td>
<td>Solid Waste Violations</td>
</tr>
<tr>
<td></td>
<td>Minimum Fine $100.00</td>
</tr>
</tbody>
</table>

**SHERIFF’S DEPARTMENT**

<table>
<thead>
<tr>
<th>Service Rendered</th>
<th>Assessed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Background Checks</td>
<td>$20.00 in County, $25 out of County</td>
</tr>
<tr>
<td>Jail Bond Fees</td>
<td>$20.00 per person</td>
</tr>
<tr>
<td>Civil Services</td>
<td>$50.00 per service, $50 per subpoena</td>
</tr>
<tr>
<td>Fingerprint</td>
<td>$5.00 per person (cards only), $50.00 alcohol license application</td>
</tr>
<tr>
<td>Accident Reports</td>
<td>$3.00 per report</td>
</tr>
</tbody>
</table>

**WASTEWATER TREATMENT**

<table>
<thead>
<tr>
<th>Service Rendered</th>
<th>Assessed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treatment of Hauled Wastewater</td>
<td>$0.125 a gallon</td>
</tr>
<tr>
<td>-grease traps and port-a-pottys</td>
<td>specifically prohibited-</td>
</tr>
</tbody>
</table>

**WATER & SEWER**

**Water Connection Service Charge**

1. A Water Connection Service Charge of $2,000 per residential unit, or equivalent residential unit, or any fraction thereof shall be paid prior to connection of any service line to the County’s water system.
2. The determination of water consumption for the purpose of determining the number of equivalent residential units shall be based on the Water Use Standards contained below.

**Sewer Development Fees**
1. A Sewer Development Fee of $3,300 per residential unit, or equivalent residential unit, or any fraction thereof shall be paid prior to connection of any service line to the County’s sewer system.
2. The determination of water consumption for the purpose of determining the number of equivalent residential units shall be based on the Water Use Standards contained below.

**Reuse Capital Cost Recovery Fees**
1. A Reuse Capital Cost Recovery Fee of $1,300 per residential unit, or equivalent residential unit, or any fraction thereof shall be paid prior to connection of any service line to the County’s reuse water system.
2. The determination of water consumption for the purpose of determining the number of equivalent residential units shall be based on the Water Use Standards contained below.

**Water Use Standards**
1. The standards in the table below shall be used in determination of water consumption for the purpose of determining the number of equivalent residential units. If the table does not provide information for a particular application, the estimated water consumption shall be as calculated by the County Engineer.

<table>
<thead>
<tr>
<th>Type of Structure</th>
<th>Water Usage in Gallons Per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apartment, One Bedroom</td>
<td>100 per apartment</td>
</tr>
<tr>
<td>Apartment, Two Bedrooms</td>
<td>150 per apartment</td>
</tr>
<tr>
<td>Apartment, Three Bedrooms</td>
<td>300 per apartment</td>
</tr>
<tr>
<td>Automotive Repair Shops/Tire Shops</td>
<td>60 per bay</td>
</tr>
<tr>
<td>Banks</td>
<td>30 per 200 sq. ft.</td>
</tr>
<tr>
<td>Assembly Hall</td>
<td>5 per seat</td>
</tr>
<tr>
<td>Barber Shop/Beauty Parlor</td>
<td>125 per chair + 20 per employee</td>
</tr>
<tr>
<td>Boarding/Rooming House **</td>
<td>100 per room</td>
</tr>
<tr>
<td>Bowling Alley</td>
<td>50 per lane + 20 per employee</td>
</tr>
<tr>
<td>Car Wash</td>
<td></td>
</tr>
<tr>
<td>Wand Wash</td>
<td>125 per bay</td>
</tr>
<tr>
<td>Hand Wash</td>
<td>500 per stall</td>
</tr>
<tr>
<td>Automated</td>
<td>7000 per site</td>
</tr>
<tr>
<td>Church without Day Care or Kindergarten</td>
<td>5 per seat</td>
</tr>
<tr>
<td>Clinic</td>
<td>75 per exam room</td>
</tr>
<tr>
<td>Correctional Institution/Prison</td>
<td>200 per inmate</td>
</tr>
<tr>
<td>Country Club, Recreation Facilities Only</td>
<td>25 per member</td>
</tr>
<tr>
<td>Day Care Center with Meals</td>
<td>8 per person</td>
</tr>
<tr>
<td>Dental Office</td>
<td>100 per chair + 20 per employee</td>
</tr>
<tr>
<td>Department Store</td>
<td>10 per 100 sq. ft.</td>
</tr>
<tr>
<td>Dormitories</td>
<td>150 per room</td>
</tr>
<tr>
<td>Drug Store</td>
<td>700 per store</td>
</tr>
<tr>
<td>Factory</td>
<td></td>
</tr>
<tr>
<td>1) Without Showers</td>
<td>25 per employee</td>
</tr>
<tr>
<td>2) With Showers</td>
<td>35 per employee</td>
</tr>
<tr>
<td>Food Service Establishments with Restrooms and Kitchen **</td>
<td></td>
</tr>
<tr>
<td>1) Restaurant, less than 24-hours per day operation</td>
<td>35 per seat + 20 per employee</td>
</tr>
<tr>
<td>Description</td>
<td>Fee</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>2) Cafeteria, less than 24-hours per day operation</td>
<td>50 per seat + 20 per employee</td>
</tr>
<tr>
<td>3) Restaurant, 24 hours per day operation</td>
<td>75 per seat + 20 per employee</td>
</tr>
<tr>
<td>4) Drive-in Restaurant</td>
<td>50 per car space + 20 per employee</td>
</tr>
<tr>
<td>5) Carry-out Only</td>
<td>50 per 100 sq. ft. + 20 per employee</td>
</tr>
<tr>
<td>Funeral Home</td>
<td>10 per 100 sq. ft.</td>
</tr>
<tr>
<td>Grocery Stores</td>
<td>20 per 100 sq. ft.</td>
</tr>
<tr>
<td>Hospital</td>
<td>300 per bed</td>
</tr>
<tr>
<td>Hotel/Motel, No Kitchen</td>
<td>100 per room</td>
</tr>
<tr>
<td>Kindergarten, No Meals</td>
<td>15 per person</td>
</tr>
<tr>
<td>Kitchen for Day Care, Kindergarten</td>
<td>20 per person</td>
</tr>
<tr>
<td>Laundry, Self Service</td>
<td>150 per machine</td>
</tr>
<tr>
<td>Laundry, Commercial</td>
<td>1,000 per machine</td>
</tr>
<tr>
<td>Mobile Home Park</td>
<td>300 per site</td>
</tr>
<tr>
<td>Nail Salons</td>
<td>50 per chair</td>
</tr>
<tr>
<td>Nursing Home**</td>
<td>150 per bed</td>
</tr>
<tr>
<td>Office</td>
<td>30 per 200 sq. ft.</td>
</tr>
<tr>
<td>Physician’s Office</td>
<td>200 per exam room</td>
</tr>
<tr>
<td>Schools:</td>
<td></td>
</tr>
<tr>
<td>1) Day, Restrooms and Cafeteria</td>
<td>20 per person</td>
</tr>
<tr>
<td>2) Day, Restrooms, Gym and Cafeteria</td>
<td>25 per person</td>
</tr>
<tr>
<td>Seafood Market</td>
<td>120 per 100 sq. ft.</td>
</tr>
<tr>
<td>Service Stations</td>
<td></td>
</tr>
<tr>
<td>1) Fuel and Oil Only</td>
<td>100 per pump</td>
</tr>
<tr>
<td>2) Full Service</td>
<td>300 + 100 per pump</td>
</tr>
<tr>
<td>Shopping Center</td>
<td>10 per 100 sq. ft.</td>
</tr>
<tr>
<td>Single Family Dwelling</td>
<td>300 per dwelling</td>
</tr>
<tr>
<td>Stadium</td>
<td>2 per seat</td>
</tr>
<tr>
<td>Tavern, Bar, Cocktail Lounge – No Meals</td>
<td>30 per seat + 20 per employee</td>
</tr>
<tr>
<td>Theater</td>
<td>5 per seat</td>
</tr>
<tr>
<td>Travel Trailer Park**</td>
<td></td>
</tr>
<tr>
<td>1) With Independent Water and Sewer Connection</td>
<td>150 per site</td>
</tr>
<tr>
<td>2) W/O Independent Water and Sewer Connection</td>
<td>35 per site</td>
</tr>
<tr>
<td>Warehouse</td>
<td>10 gals per 1000 sq. ft.</td>
</tr>
<tr>
<td>** Add 500 gallons per machine to amount indicated if laundry or dish washing machines are to be installed**</td>
<td></td>
</tr>
</tbody>
</table>

- To setup residential service for an owner: $125.00 = $100 deposit + $25 admin fee
- To setup Multi-Unit Residential Service: $200.00 = $200 deposit + $25 admin fee x # of units
- To setup residential service for a renter: $150.00 = $125 deposit + $25 admin fee
- To setup non-residential service: $375.00 = $350 deposit + $25 admin fee
- To setup Multi-Unit Non-Residential Service: Non-Residential service rates x # of units
- Drinking Water Meter Fee: cost of materials + $100.00 for installation

** Multi-Unit Residential Water Rates: ** Residential water rates + base rate x # of units

** Residential Water Rates: ** $10.00 base rate
### Multi-Unit Commercial/Industrial Water Rates

Commercial/Industrial Water Rates: Comm/Industrial water rates + base rate x # of units

<table>
<thead>
<tr>
<th>Gallons</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>up to 5,000 gallons</td>
<td>$2.88-$3.09</td>
</tr>
<tr>
<td>up to 10,000 gallons</td>
<td>$3.10-$3.31</td>
</tr>
<tr>
<td>over 10,000 gallons</td>
<td>$3.32-$3.53</td>
</tr>
</tbody>
</table>

### Multi-Unit Residential Sewer Rates

Residential Sewer Rates + base rate x # of units

<table>
<thead>
<tr>
<th>Gallons</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>up to 5,000 gallons</td>
<td>$3.06-$3.27</td>
</tr>
<tr>
<td>up to 10,000 gallons</td>
<td>$3.34-$3.55</td>
</tr>
<tr>
<td>over 10,000 gallons</td>
<td>$3.62-$3.83</td>
</tr>
</tbody>
</table>

(Caribbean Village Customers - Base Rate is $10.00)

### Multi-Unit Commercial/Industrial Sewer Rates

Comm/industrial sewer rates + base rate x # of units

<table>
<thead>
<tr>
<th>Gallons</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>up to 5,000 gallons</td>
<td>$3.34-$3.55</td>
</tr>
<tr>
<td>up to 10,000 gallons</td>
<td>$3.71-$3.92</td>
</tr>
<tr>
<td>over 10,000 gallons</td>
<td>$3.90-$4.11</td>
</tr>
</tbody>
</table>

### Water Wholesale Rate to Bulk Customer

$m/1,000$ gallons

### Hydrant Meter Flushing of Surface Water Distribution System

Deposits and fees:

- $1,000 deposit
- $0.945/m$ gallons
- $100 administrative fee

### Sewer Wholesale Rate (municipal, individual or private)

$m/1,000$ gallons

### Delinquent Payment Service Charge

$m

### Reconnection of Water Service (7:30am-4pm weekdays)

$m

### Reconnection of Water Service (outside normal working hours, on weekends or holidays)

$m

### Unauthorized Use or Connection

- $100 (1st occurrence)
- $500 per occurrence thereafter

### Returned Check

$m
<table>
<thead>
<tr>
<th>Service Call</th>
<th>$35.00 (during normal working hours) $65.00 (outside of normal working hours, on weekends and holidays)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failure to Apply for Service Fee</td>
<td>$30.00</td>
</tr>
<tr>
<td>Temporary Service Fee</td>
<td>$100 for up to ten (10) business days water and/or sewer usage charged at rates above</td>
</tr>
</tbody>
</table>

### ZONING

<table>
<thead>
<tr>
<th>Service Rendered</th>
<th>Assessed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sketch Plan Review</td>
<td>$250.00 admin fee</td>
</tr>
<tr>
<td>Development Plan Review Fee</td>
<td>Single Family Residential - $175 + $15 per lot Multi-Family Residential - $175 + $10 per unit Non-Residential - $350 + $80 per developed acre* Clearing and Grading Only - $250 admin fee</td>
</tr>
<tr>
<td>(Fees INCLUDE in house engineer review and are due to be paid prior to plan approval)</td>
<td></td>
</tr>
<tr>
<td>Final Plat (including revisions)</td>
<td>Minor Subdivision (3 lots or less) - $50.00 admin fee Major Subdivision (4 lots or more) - $100.00 admin fee + $10 per lot</td>
</tr>
<tr>
<td>Development Plan Re-review (after 3 submittals)</td>
<td>$250.00 admin fee</td>
</tr>
<tr>
<td>Land Disturbing Activity Permit Fee</td>
<td>$80.00 per acre to be divided equally between Effingham County &amp; DNR-EPD**</td>
</tr>
<tr>
<td>Rezoning, Conditional Use, Rural/Residential Business, Variance, Occupational Tax Administrative Fee</td>
<td>$200.00 each</td>
</tr>
<tr>
<td>0-9 Employees</td>
<td>$100</td>
</tr>
<tr>
<td>10-19 Employees</td>
<td>$200</td>
</tr>
<tr>
<td>20-29 Employees</td>
<td>$300</td>
</tr>
<tr>
<td>30-39 Employees</td>
<td>$400</td>
</tr>
<tr>
<td>40-49 Employees</td>
<td>$500</td>
</tr>
<tr>
<td>50 or more Employees</td>
<td>$600</td>
</tr>
</tbody>
</table>

* developed acre = disturbed area with the exception of all building footprints

All ordinances and resolutions in conflict herewith are repealed.

Adopted by the Effingham County Board of Commissioners this day of August 2, 2022

Wesley M. Corbitt, Chairman  Stephanie D. Johnson, County Clerk
Staff Report

Subject: Change Order 1 for Guyton Fire Station
Author: Eric Larson, Asst. County Manager
Department: Engineering
Meeting Date: August 2, 2022
Item Description: Approve a change order to add a grinder pump electrical connections to the sanitary sewer system for the new fire station on Hwy 119 in Guyton.

Summary Recommendation:
During design of the new building, the sanitary sewer design was changed from Septic tank to sanitary sewer connection to the City of Guyton. An oversight in the bid form left off the bid item for the grinder pump electrical components and connections.

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

Alternatives for Commission to Consider
1 - Approve the change order #1 to McWright, LLC for the amount of $4,620.00 for the Guyton Fire Station project.
2 – Take no action and request more information.
3 – Deny. The pump is still needed and alternate solution will be needed.

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: Engineering, Legal, Purchasing

Funding Source: SPLOST.

Attachments: 1. Change Order request
2. Change Order form.
Change Order Request #1- Grinder Pump Electrical

Reference: Returned electrical gear submittals #16.0

Scope of Work:
- Furnish and install electrical conduit, wire, disconnects, breakers and terminations to grinder pump station.

Total Add Price-4,620.00
Total Add day(s)- 2
**Cost Summary**

<table>
<thead>
<tr>
<th>Description</th>
<th>Subcontractor</th>
<th>Notes</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide and install power to grinder pump station</td>
<td>JMS Electrical</td>
<td>not shown on E drawings. Changes made</td>
<td>$3,442.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>during submittals</td>
<td></td>
</tr>
</tbody>
</table>

**Totals**

<table>
<thead>
<tr>
<th>Subcontractor(s) Price</th>
<th>$3,442.00</th>
</tr>
</thead>
</table>

**Added Days**

<table>
<thead>
<tr>
<th>Description</th>
<th>Subcontractor</th>
<th>Notes</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Superintendent salary, job trailer,</td>
<td>$225/day</td>
</tr>
<tr>
<td></td>
<td></td>
<td>administrative, etc</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GC Overhead Expenses</th>
<th>$94.66</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub Total</td>
<td>$3,986.66</td>
</tr>
<tr>
<td>GC Fee</td>
<td>$498.33</td>
</tr>
<tr>
<td>Sub Total</td>
<td>$4,484.99</td>
</tr>
<tr>
<td>Bond Premium Increase</td>
<td>$134.55</td>
</tr>
<tr>
<td>Total</td>
<td>$4,619.54</td>
</tr>
</tbody>
</table>
**REQUEST TO MAKE CHANGES TO A SIGNED CONTRACT**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effingham Fire Station #13 <em><strong>REVISED</strong></em></td>
<td>3,442.00</td>
</tr>
</tbody>
</table>

The following quote is per plans and specifications to date with the bid documents. The scope of work is as follows:

- Provide and install power to Grinder Pump Station

Below is the breakdown of costs:

- Breakers needed- $50.00
- 30/2/3R disconnect- $200.00
- 300ft of ¾” PVC- $400.00
- 1,000ft of #10 THHN- $500.00
- Labor- 24hrs- $1,560.00
- Tax and Mark up- $732.00

Dumpster fees, cut/patch, conduit painting, fire caulking, core drilling, and/or pole bases are NOT INCLUDED.

**TOTAL**: $3,442.00

**UPON SIGNING** - This change order is approved, acknowledged, agreed upon, and signed by project owner/authorized agent, and returned to JMS Electrical Contracting before any items included above are ordered and/or work begins. All material/service equipment is property of JMS Electrical Contracting Inc. until project is paid in full. All material is guaranteed to be as specified, and above work to be performed in accordance with specifications submitted, and completed in a substantial workmanlike manner.

**DUE TO INCREASING COST OF MATERIAL, THIS CHANGE ORDER MAY BE WITHDRAWN IF NOT ACCEPTED BY SIGNATURE WITHIN 10 DAYS FROM THE DATE ABOVE.**

Date: __________________  Signed By: __________________
Change Order # 1

Project: Construction – Guyton Fire Station #13

Contract Date: April 13, 2022

Change Order Effective Date: August 2, 2022

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

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>BID QTY</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Grinder pump electrical</td>
<td>1</td>
<td>1</td>
<td>$4,620</td>
<td>$4,620</td>
</tr>
</tbody>
</table>

TOTAL $4,620.00

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

Net change by previously authorized Change Orders............................................$ 0

The Contract Sum prior to this Change Order was.............................................$ 1,264,050.00

The Contract Sum will be increased by this Change Order.................................... $ 4,620.00

The new Contract Sum including this Change Order will be................................. $ 1,268,670.00

The Contract Time will be increased by 2 days

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

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

By: ____________________________________________       By: ____________________________________________

Date: ________________                                Date: ________________
Staff Report

Subject: Water and Sewer Agreement and Lease Agreement – wastewater effluent sprayfield at Savannah Gateway Industrial Hub

Author: Eric Larson, Asst. County Manager

Department: Public Works

Meeting Date: August 2, 2022

Item Description: Approve a Water & Sewer Agreement and Lease agreement with Effingham County Industrial Authority and Savannah Industrial Development, LLC (on behalf of OmniTrax / Broe Real Estate Group) for construction and operation of a wastewater sprayfield at the Savannah Gateway Industrial Hub (SGIH) park on McCall Road and Hodgeville Road.

Summary Recommendation:
SGIH has requested a reserve in the waste load capacity of the county’s wastewater treatment plant (WWTP) in exchange for setting aside land within the SGIH and cost sharing on the construction of a sprayfield. Once constructed, it is anticipated the WWTP capacity could increase approximately 100,000 gallons per day. SGIH has requested a reserve of 30,000 gpd to secure the ability to recruit manufacturing industry to the park.

Executive Summary/Background:
- The sprayfield area is a 20-acre portion of the 300-foot buffer along the southern edge of the park. The land is still in the name of the ECIDA. ECIDA would lease the land to the County to operate the sprayfield at no cost for 70 years.
- Savannah Industrial, LLC (SGIH) would fund the initial design and engineering cost and reimburse the County for 30% of the total cost of the project, up to $300,000.
- Savannah Industrial, LLC will receive $300,000 in credits on reuse and sewer cost recovery fees as the SGIH develops.

Alternatives for Commission to Consider
1 - Approve a Water & Sewer Agreement and Lease agreement with Effingham County Industrial Authority and Savannah Industrial Development, LLC for construction and operation of a wastewater sprayfield at the Savannah Gateway Industrial Hub (SGIH) park on McCall Road and Hodgeville Road.
2 – Take no action; Request additional information
3 – Deny. The County will pursue other opportunities for effluent disposal.

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: Engineering, Legal

Funding Source: water and sewer cost recovery fees.

Attachments: 1. Draft Agreements
PRE-DEVELOPMENT AGREEMENT

THIS PRE-DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this [___] day of [_______], 2022 (the “Effective Date”), by and between SAVANNAH INDUSTRIAL DEVELOPMENT, LLC, a Colorado limited liability company (the “Developer”), and EFFINGHAM COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the Board of Commissioners of Effingham County (the “County”).

RECITALS:

WHEREAS, pursuant to that certain Master Development Agreement dated as of March 3, 2016, as amended by that certain Amendment to Master Development Agreement dated as of November 10, 2017 (the “Master Development Agreement”), a short-form version of which is recorded in Deed Book 2338, Page 461, Effingham County, Georgia records, the Effingham County Industrial Development Authority, a public body corporate and politic of the State of Georgia (the "Authority") has appointed Developer to be its sole and exclusive agent and attorney-in-fact, and as its master developer, with respect to approximately 2,584 acres of land owned by the Authority, as more particularly described on Exhibit A attached hereto (such property, together with all other property now owned or hereafter acquired by Developer and developed therewith, is hereby referred to as the “Master Development Land”). Developer has developed, and continues to develop, the Master Development Land into an industrial complex known as the Savannah Gateway Industrial Hub (the “Master Development”); and
WHEREAS, to promote the Master Development and to accommodate the needs of the County with respect to its water treatment system, the Developer, the Authority, and the County desire to develop the Spray Field Area (as hereinafter defined) for the lease to and operation by the County of a Spray Field (as hereinafter defined), subject to and in accordance with the terms and provisions contained herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and intending to be legally bound hereby, the Developer and the County agree as follows:

WITNESSETH:

Section 1. Recitals.

The foregoing recitals are incorporated herein by this reference as if they were set forth herein in their entirety.

Section 2. Definitions.

Various defined terms have the meanings ascribed to such terms in this Agreement. Without limiting the foregoing, the following terms have the following meanings:

A. “Development Costs” shall mean the actual, documented, third party costs incurred by the County for the construction, design and permitting of the Spray Field and related reuse line extension under Hodgeville Road.

B. “Initial Contribution” shall mean the actual, documented, third party costs incurred by the Developer to prepare the Spray Field Plans.
C. “Lease” shall mean the Lease Agreement by and between the Authority, by and through the Developer as its agent and attorney-in-fact, and the County, for the operation of the Spray Field within the Spray Field Area, a copy of which is attached hereto as Exhibit C.

D. “Reimbursement Contribution” shall mean an amount that is thirty percent (30%) of the Development Costs.

E. “Reserved Capacity” shall mean thirty percent (30%) of the total design capacity of the Spray Field, but no less than 30,000 gallons per day.

F. “Spray Field” shall mean an estimated one hundred thousand gallon per day (100,000 GPD) spray irrigation field to dispose of pre-treated municipal wastewater (and not, for the avoidance of doubt, untreated wastewater or so-called “gray water”).

G. “Spray Field Area” shall mean an approximately twenty (20) acre portion of the Master Development Land as generally depicted on Exhibit B attached hereto.

H. "Spray Field Plans” shall mean the professional design and engineering plans and specifications for the construction and development of the Spray Field.

Section 3. Spray Field Development.

A. Promptly after the date hereof, the Developer engage [_____________] (the "Design Professionals") to prepare the Spray Field Plans. The Developer shall fund the Initial Contribution to pay the Design Professionals for the Spray Field Plans.

B. Once the proposed Spray Field Plans have been completed by the Design Professionals to the satisfaction of the Developer, the Developer shall provide the County
with a copy of the proposed Spray Field Plans for its review, comment and approval. The County agrees to not to unreasonably withhold or condition its approval of the proposed Spray Field Plans, and to approve or provide specific comments to the proposed Spray Field Plans within ten (10) business days after submittal of same by the Developer to the County. The Developer shall cause the Design Professionals to promptly revise the proposed Spray Field Plans to address the County's comments and shall resubmit the revised Spray Field Plans to the County for approval or comment in the same manner as the initial proposed Spray Field Plans. This process shall repeat until both the Developer and the County have fully approved the Spray Field Plans.

C. Promptly following the mutual approval of the Spray Field Plans by both the Developer and the County, the County shall procure all applicable governmental and third party permits and approvals necessary for the County to construct the Spray Field, including, without limitation, the waiver of the 300' buffer in which the Spray Field Area is located (the "Permits").

D. The "Commencement Date" of the Lease is the date upon which both the Developer and the County have fully approved the Spray Field Plans and the County has obtained all necessary Permits. Promptly following the Commencement Date, the County shall diligently and continuously, at its sole cost and expense subject to the reimbursements set forth herein, develop and construct the Spray Field within the Spray Field Area in accordance with the Spray Field Plans.

E. Within thirty (30) days of the substantial completion of the Spray Field, the County shall provide the Developer written notice of the Spray Field completion (the “Completion Notice”), along with a certified accounting of the Development Costs. Within
thirty (30) days of receipt of the County’s Completion Notice, the Developer may notify the County in writing of any objections to the construction of the Spray Field and/or to the accounting of the Development Costs (the “Objection Notice”). Within ten (10) days of receipt of the Developer’s Objection Notice, the County shall by written notice to the Developer either accept the Developer’s objections and correct any construction defects or non-conformities noted in such objections and/or adjust the accounting in accordance with Developer’s Objection Notice, or it may dispute the Developer’s objections. The parties agree to cooperate in good faith to resolve any construction defects, non-conformities and/or accounting disputes. If the parties are unable to resolve any such disputes amongst themselves within a reasonable time not to exceed sixty (60) days, the parties agree to submit such disputes to a neutral third party reasonably agreeable to the parties. For the avoidance of doubt, if either party fails to timely respond pursuant to the respective time periods provided this subsection, such failure to respond shall be deemed a waiver of such objection and response rights, as applicable.

F. Within thirty (30) days after the Completion Notice, or, if later, the final resolution or adjudication of the Development Costs, the Developer shall reimburse the County for a portion of the Development Costs in an amount equal to the Reimbursement Contribution, capped at a total amount of THREE HUNDRED THOUSAND AND 00/100 DOLLARS ($300,000.00). The Initial Contribution incurred by Developer shall be fully credited toward the Reimbursement Contribution.

Section 4. Development Incentives.

A. The Developer shall have the right to connect the Master Development to the Spray Field for purposes of using up to, but not exceeding, the Reserved Capacity. The
County hereby agrees to reserve the Reserved Capacity for the Developer for use and sub-allocation within the Master Development. The County shall have the right to use all capacity of the Spray Field, other than the Reserved Capacity, for its own purposes.

B. The County hereby agrees to provide the Developer with credits against the Developer’s reuse water capacity capital recovery fee and any sanitary sewer or other fees or charges that would otherwise be due and payable to the County with respect to the future development of the Master Development or portions thereof (the “Water Reuse Credits”), on a dollar-for-dollar basis in an amount equal to the Reimbursement Contribution. The Water Reuse Credits shall be irrevocably vested in Lessor as of the date upon which construction of the Spray Field is substantially completed, and shall thereafter be freely assignable by Developer, in its capacity as master developer under the Master Development Agreement, in its sole discretion to third parties who will develop improvements within the Master Development for which the reuse water capacity capital recovery fee would otherwise be due and payable.

C. The provisions of this Section 4 shall survive the expiration or termination of the Lease and this Agreement. Any unused Water Reuse Credits will survive the expiration or earlier termination of the Lease and this Agreement.

Section 5. Term.

Subject to Section 4.C. above, the "Term" of this Agreement shall become effective as of the Effective Date and shall continue in full force and effect until the expiration or earlier termination of the Lease in accordance with its terms, unless earlier terminated in accordance with Section 6 below.
Section 6. Termination.

This Agreement may be terminated as follows:

A. by Developer, in the event the County fails to commence or substantially complete construction or permit the reuse of the Spray Field on or prior to the date that is one (1) year from the Effective Date upon not less than thirty (30) days’ prior written notice to the County; provided, however, that if within such thirty (30) day period, the County commits in writing to Developer to construct and thereafter commence the operation of the Spray Field within one hundred eighty (180) days after its receipt of such termination notice, and thereafter diligently and continuously abides by such commitment within such one hundred eighty (180) day period, then such termination shall be of no further force and effect and this Agreement shall continue in full force and effect; or

B. by either party, in the event of a material breach of this Agreement by the other party, effective immediately upon written notice if the defaulting party has first failed to cure such breach (if reasonably capable of cure) within 30 days of receipt of written notice of such breach; or

C. by either party, effective immediately upon written notice in the event the Lease terminates or expires by its terms.

Section 7. Compliance with Laws.

The parties shall comply with all existing and future federal, state, and local statutes, laws, ordinances, rules, and regulations in connection with the rights, duties, and obligations herein.

Section 8. Governing Law; Forum Selection.
This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County.

Section 9. County Responsibility.

The County shall be solely responsible for and shall pay any claims, losses, expenses, damages, causes of actions and liabilities of every kind and nature, including without limitation reasonable attorney's fees, to the extent caused by or are attributable to the construction or operation of the Spray Field or the activities of the County with the Spray Field Area.

Section 10. Representations and Warranties of the Parties.

Each party hereby represents and warrants to the other parties that it has full power and authority to execute this Agreement and to perform and carry out the obligations of such party contemplated herein and that this Agreement constitutes the legal, valid, and binding obligation of and enforceable against such party in accordance with the terms hereof.

Section 11. Entire Agreement.

This Agreement including all attached exhibits shall constitute the entire agreement between the parties related to the subject matter hereof and shall supersede all previous agreements, written or oral related to the subject matter hereof.

Section 12. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by all parties.

Section 13. No Waiver.
The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 14. Effect of Partial Invalidity.

In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect. That portion deemed invalid shall be amended in writing to the minimum extent necessary to be considered valid and enforceable.

Section 15. Paragraph Headings.

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.


Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the Authority: Effingham County Industrial Development Authority
520 W. Third Street
Springfield, Georgia 31329
Attn: CEO

If to the County: Effingham County Board of Commissioners
601 North Laurel Street
Any party may change its respective notice addresses by written notice to the other party.

**Section 17. Excusable Delay.**

No party hereto shall be liable to the other or any successor in interest for any loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance of the terms of this Agreement where such non-performance or delayed performance is the result of circumstances or occurrences beyond the reasonable control of the responsible party (each, a “force majeure”), which, as used herein, shall be deemed to include, non-performance or delayed performance resulting from acts of God, strikes, lockouts, blockades, insurrections, riots, explosions, fire, floods, or any other cause not within the reasonable control of the responsible party. In no event shall any party be held liable to the other parties for consequential damages or economic losses arising from delayed performance; provided, however, that in the event the County fails to timely perform its obligations under this Agreement after written notice of default from the Developer,
then Developer shall, in addition to all other rights and remedies provided in this Agreement or in law or equity, be entitled, but not obligated, to complete the County’s obligations hereunder, and, if Developer undertakes to and does complete all or a portion of the County’s obligations hereunder, in accordance with Section 9 of the Effingham County Georgia Impact Fee Ordinance (or any successor provision), be entitled to a credit for the cost of such completion against any and all fees and/or other charges associated with, without limitation, the Developer’s connection to the Spray Field, any reuse water service recovery fees and capacity fees related to any such Spray Field connections, and any sanitary sewer or other fees or charges otherwise chargeable by the County accruing to the Developer or for the Savanah Gateway Industrial Hub or the Master Development.

Section 18. Assignment.

This Agreement may be assigned in whole or in part by the Developer to any successor developer of the Master Development without the consent of the County, but otherwise may be assigned by the Developer only with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. The County may not assign this Agreement without prior written consent of the Developer, which consent may be withheld in the Developer's sole discretion. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

Section 19. No Partnership, Joint Venture, or Agency.

The parties hereto are acting herein as independent parties. Nothing herein contained shall create or be construed as creating a partnership or joint venture relationship among two or more of
the parties and no party shall have the authority to bind any other party in any respect. Without limiting the foregoing, the Developer is an independent party and shall not be considered the agent.

Section 20. Counterparts.

The parties hereto may execute this Agreement in one or more counterparts (including by facsimile, digital, electronic, or “.PDF” signature), and all such counterparts shall be construed together and constitute one and the same instrument.

Section 21. Construction of Agreement.

The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

[REMAINDER OF PAGE LEFT BLANK, SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF the Developer has executed these presents under seal, and the County has caused these presents to be executed by their respective proper officer under seal, affixed, this as of the Effective Date.

COUNTY:

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: ____________________________________________
Wesley Corbitt
Its: Chairman

Attest By: ____________________________________________
Stephanie Johnson
Its: Clerk

EXECUTED IN THE PRESENCE OF:

____________________________________
WITNESS

Sworn to and subscribed before me this _____ day of ______________, 20______.

____________________________________
NOTARY PUBLIC

[ADDITIONAL SIGNATURE PAGE FOLLOWS]
DEVELOPER:

SAVANNAH INDUSTRIAL DEVELOPMENT, LLC

By: ______________________________
Name: Ronald J. Corsentino
Its: Manager

EXECUTED IN THE PRESENCE OF:

____________________________________
WITNESS

Sworn to and subscribed before me this
____ day of ________________, 20______.

____________________________________
NOTARY PUBLIC
EXHIBIT A
Legal Description of Master Development Land
[To Be Attached]
EXHIBIT B

Proposed Spray Field Area
EXHIBIT C
Spray Field Lease Agreement

[Attached]
SPRAY FIELD LEASE AGREEMENT

This SPRAY FIELD LEASE AGREEMENT (hereinafter, this “Lease”) is made and entered into on the ___ day of [__________], 2022, by and between EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a public body corporate and politic, by and through its agent and attorney-in-fact, (hereinafter “Lessor”), at the direction and with the consent of SAVANNAH INDUSTRIAL DEVELOPMENT, LLC, a Colorado limited liability company (hereinafter, “Developer”), and EFFINGHAM COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the Board of Commissioners of Effingham County (hereinafter “Lessee”).

WITNESSETH

A. Pursuant to that certain Master Development Agreement dated as of March 3, 2016, as amended by that certain Amendment to Master Development Agreement dated as of November 10, 2017 (the “Master Development Agreement”), a short-form version of which is recorded in Deed Book 2338, Page 461, Effingham County, Georgia records, Lessor has appointed Developer to be its sole and exclusive agent and attorney-in-fact, and as its master developer, with respect to approximately 2,584 acres of land owned by Lessor (such property, together with all other property now owned or hereafter acquired by Developer and developed therewith, is hereby referred to as the “Master Development Land”). Developer intends to develop the Master Development Land into an industrial complex known as the Savannah Gateway Industrial Hub (the “Master Development”).

B. To promote the Master Development and to accommodate the needs of the Lessee with respect to its water treatment system, Developer and Lessee have entered into that certain Pre-Development Agreement dated as of [__________, 2022] (the “Pre-Development Agreement”), for the construction and operation of a Spray Field (hereinafter defined).

C. To further promote the Master Development and to accommodate the needs of the Lessee with respect to its water treatment system, Lessor, at the direction and with the consent of Developer, desires to lease to Lessee, and Lessee desires to lease from Lessor, an approximately 20 acre portion of the Master Development Land described on Exhibit A attached hereto (the “Leased Premises”) for the construction and operation of a Spray Field, subject to and in accordance with the terms of this Lease.

For and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

1. LEASED PREMISES AND PERMITTED USE:

   (a) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Leased Premises, on the terms and conditions set forth herein. Lessee shall use the Leased Premises solely for the operation of a spray irrigation field (the “Spray Field”) to dispose of pre-treated municipal wastewater (and not, for the avoidance of doubt, untreated wastewater or so-called “gray water”), and no other purpose (the “Permitted Use”).
Pursuant to the Pre-Development Agreement, Lessee shall be solely responsible for constructing, the Spray Field and all supporting utility infrastructure and access driveways required by Lessee in connection with its use of the Leased Premises. The costs of the design and construction of the Spray Field shall be borne by the Developer and Lessee as set forth in the Pre-Development Agreement. Lessee shall be solely responsible for procuring, and for paying for, all utilities consumed by Lessee in connection with its use of the Leased Premises.

Lessee shall not use or occupy the Leased Premises in any unlawful, disorderly, or hazardous manner. In no event shall Lessee overspray the Spray Field to the detriment of the Leased Premises or adjacent property, or conduct or permit any activity that might constitute a public or private nuisance or diminish the usefulness or utility of the Master Development.

2. TERM AND RENT; NET LEASE: The term of this Lease shall commence on the date upon which both the Developer and the County have fully approved the "Spray Field Plans" under the Pre-Development Agreement and the County has obtained all necessary "Permits" under the Pre-Development Agreement, and shall expire at 11:59 p.m., EST, on December 31, 2121 (hereinafter the "Term"), unless earlier terminated pursuant to the terms hereof. For the rights herein granted by Lessor to Lessee, for and during the Term of this Lease, Lessee shall pay to Lessor the amount of One Dollar and 00/100 ($1.00) per year (hereinafter referred to as “Rent”) in January each year. Lessee shall also provide to Developer the credits and other consideration set forth in the Pre-Development Agreement. Except as otherwise explicitly provided herein, this Lease shall be deemed and construed to be a “triple net lease,” and Lessee shall be solely responsible for any and all charges, assessments, impositions, and expenses of any nature whatsoever pertaining to the Leased Premises.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS: Subject to the terms of the Pre-Development Agreement, Lessee shall be responsible for and bear the liability and expense of all construction, repairs and maintenance of the Leased Premises and all improvements, additions, and alterations on or about the Leased Premises, including, without limitation, the Spray Field. Lessee shall keep and maintain the Spray Field in good working condition throughout the Term at Lessee’s sole cost and expense. Lessee, at its expense, shall discharge any and every mechanics’ or materialman’s lien with respect to any work performed on the Leased Premises during the Term, or any other work by or for Lessee, within fifteen (15) days from the filing thereof, or Lessor shall have the right (but not the obligation) to do so at Lessee’s expense.

4. EASEMENTS, AGREEMENTS, OR ENCUMBRANCES: The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the Leased Premises. Additionally, Lessor shall have the right, but not the obligation, to further encumber the Leased Premises with restrictive covenants and easements in the future without Lessee’s consent unless such covenants and easements will materially interfere with Lessee’s construction or operation of the Spray Field or its other express rights under this Lease, in which case Lessee shall not unreasonably withhold, condition or delay its consent.

5. QUIET ENJOYMENT: Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the Leased Premises free from any eviction or interference by Lessor if Lessee pays the Rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.
6. **ASSIGNMENT OR SUBLEASE**: Lessee may not assign this lease or sublease any portion of the Leased Premises without the expressed written consent of Lessor. All rights of Lessor hereunder shall be fully and freely assignable by Lessor, without notice to, or consent of, Lessee.

7. **COMPLIANCE WITH LAWS**:

   (a) Lessee shall comply, at Lessee’s sole risk, cost and expense, with all applicable laws and any and all orders, requirements or conditions now or hereafter imposed affecting or with respect to the Leased Premises by the ordinances, laws or regulations of the State of Georgia, the federal government, or any political subdivision thereof, to be done or performed during the Term, and whether required in the conduct of Permitted Use or not (collectively, “Applicable Laws”). Without limiting the foregoing, Lessee shall timely comply with all reporting requirements relating to its use of the Spray Field imposed by Applicable Laws, and shall make such reports available to Lessor upon request. Lessee shall likewise procure all governmental licenses and permits required to conduct the Permitted Use at the Leased Premises, and comply with the requirements of each such license or permit. Lessee shall not disturb or impact any portion of the Leased Premises that constitutes “wetlands” under Applicable Law without first obtaining the prior written consent of Lessor and securing all applicable permits and licenses required therefor.

   (b) Lessee shall not (i) cause or permit any Hazardous Materials (hereinafter defined) to be brought upon, stored, used or disposed on, in or about the Leased Premises, or (ii) permit the release, discharge, spill or emission of any Hazardous Material in or from the Leased Premises. Lessee shall be fully responsible for, and shall pay for, all costs, expenses, damages or liabilities (including, but not limited to those incurred by Lessor or other adjoining property owners) that may occur from the use, storage, disposal, release, spill, discharge or emissions of Hazardous Materials on the Leased Premises by, through or under Lessee or otherwise occurring during the Term. The provisions of this Section 7(b) shall be in addition to any other obligations and liabilities Lessee may have to Lessor at law or in equity and shall survive the Term or any earlier termination of this Lease. As used in this Lease, the term “Hazardous Materials” shall include, without limitation: (1) those substances included within the definitions of “hazardous substances”, “hazardous materials,” “toxic substances,” or “solid waste” in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.) (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), the Resource Conservation and Recovery Act of 1976 (“RCRA”), and the Hazardous Materials Transportation Act, and in the regulations promulgated pursuant to said laws, all as amended; (2) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); and (3) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyl, (D) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251 et seq. (33 U.S.C. §1321) or listed pursuant to Section of the Clean Water Act (33 U.S.C. §1317); (E) flammables or explosives; (F) radioactive materials; or (G) untreated wastewater or so-called “gray water.”

8. **RESERVATION OF RIGHTS**: During the Term, Lessor hereby expressly reserves the right to enter upon and to use the Leased Premises or any portion thereof for all purposes that do not materially impair Lessee’s ability to use the Leased Premises for the Permitted Use. Lessor shall not unreasonably disturb Lessee’s construction, use or operation of the Spray Field. Notwithstanding anything to the contrary
contained in this Agreement, if Lessor uses the Leased Premises for the purposes reserved herein, Lessor shall be solely responsible for any and all incremental liabilities, costs and expenses caused thereby.

9. TERMINATION RIGHTS:

   (a) If Lessee fails to timely construct and commence operation of the Spray Field on or prior to _____, 20___, then Lessor shall have the right, but not the obligation, to terminate this Lease upon not less than thirty (30) days prior written notice to Lessee, provided, however, that if within such thirty (30) day period, Lessee commits in writing to Lessor to construct and thereafter commence the operation of the Spray Field for the Permitted Use within one hundred eighty (180) days after its receipt of Lessor’s termination notice, and thereafter diligently and continuously abides by such commitment within such one hundred eighty (180) day period, then Lessor’s termination shall be of no force and effect and this Lease shall continue.

   (b) If Lessee, having previously constructed and commenced operation of the Spray Field for the Permitted Use, ceases operation of the Spray Field for the Permitted Use for a continuous period of one (1) year or more, then Lessor shall have the right, but not the obligation, to terminate this Lease upon not less than thirty (30) days prior written notice to Lessee, provided, however, that subject to the last sentence of this paragraph, if within such thirty (30) day period, Lessee commits in writing to Lessor to recommence the operation of the Spray Field for the Permitted Use within ninety (90) days after its receipt of Lessor’s termination notice, and thereafter diligently and continuously abides by such commitment within such ninety (90) day period, then Lessor’s termination shall be of no force and effect and this Lease shall continue. Notwithstanding the foregoing, if Lessor has purported to terminate this Lease, and Lessee has voided such termination, under this provision more than twice during the Term, then further terminations by Lessor under this Section 9(b) shall not be thereafter voidable by Lessee.

   (c) If the Pre-Development Agreement terminates in accordance with its terms, then either party may terminate this Lease effective immediately upon written notice to the other party.

10. DEFAULT: A “Default” shall be deemed to have been committed by Lessee upon the occurrence of any of the following events: (i) Lessee’s failure to timely pay when due any amount for which Lessee is responsible hereunder, which failure continues for a period of fifteen (15) days after written notice from Lessor; or (ii) the conveyance, assignment, mortgage or sublet of this Lease, the Leased Premises or any part thereof, or Lessee’s interest therein, or attempt any of the foregoing, without the prior written consent of Lessor; or (iii) Lessee’s failure to maintain the insurance coverage required herein, which failure is not cured within five (5) days after written notice from Lessor; (iv) Lessee’s violation or failure to perform any of the other terms, conditions, covenants, or agreements herein made by Lessee and which violation or failure continues for thirty (30) days after written notice from Lessor; or (v) any default beyond applicable notice and cure periods occurs under the Pre-Development Agreement. Upon a Default, at Lessor’s option, this Lease shall terminate, and Lessor shall be entitled to exercise all remedies available to Lessor under Applicable Laws.

11. INSURANCE:

   (a) Lessee shall maintain at all times during the Term hereof and at its sole cost and expense, broad-form commercial general liability insurance for bodily injury and property damage, including, without limitation, personal injury and contractual liability coverage. Such insurance at all times shall be
in an amount of not fewer than Two Million Dollars ($2,000,000) combined single limit aggregate for bodily injury or death or damage to property, which minimum amount shall escalate by ten percent (10%) every fifth (5th) year of the Term unless waived by Lessor. In no event shall the limits of such policy be considered as limiting the liability of Lessee under this Lease. Such policy shall name Lessor, Developer, and any other person named by Lessor, as additional insureds, and shall contain a provision that the same may not be cancelled or reduced without providing Lessor and Developer not fewer than thirty (30) days prior written notice. Lessee shall deliver to Lessor certificates of insurance evidencing the existence and amounts of said insurance prior to the commencement of the Term and at least ten (10) days prior to any renewals thereof. Lessee shall bear all risk of loss with respect to the Spray Field and its other improvements to the Leased Premises.

(b) Each party hereby waives any and every right or cause of action for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible), which loss or damage is covered by valid and collectible fire, extended coverage, “All Risk” or similar policies, maintained by such party or required to be maintained by such party under this Lease, but only to the extent that such loss or damage is recovered under said insurance policies (if such policy or policies have been obtained) or would have been covered if such party had obtained the required insurance coverage hereunder. Written notice of the terms of said mutual waivers shall be given to each insurance carrier and said insurance policies shall be properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

12. LIABILITY:

(a) Neither Lessor nor Developer shall be liable to Lessee or any party claiming by, through or under Lessee for any damage, loss, compensation, accident, injury or claims whatsoever as to persons or property; interruption in the use of the Leased Premises; use or operation (by Lessor, Lessee or any other person or persons whatsoever) of the Spray Field; termination of this Lease by reason of the destruction of the Leased Premises; fire, robbery, theft, or any other criminal or tortuous activity whatsoever, or any other casualty whatsoever; any leakage in any part or portion of the Leased Premises; acts or omissions of any third party occupying property adjoining all or any part of the Leased Premises; any water, gas, steam, fire, explosion, or electrical problem; the bursting, stoppage or leakage of any pipes, sewer pipes, drains, conduits, appliances or plumbing works; or any other cause whatsoever. Lessee shall look solely to the equity in the Leased Premises of the then owner of the Leased Premises for satisfaction of any remedies of Lessee under this Lease.

(b) Lessee shall be solely responsible for, and shall pay for, any cost, damage, claim, liability or expense (including attorneys’ fees) incurred by or claimed against Lessor or Developer, directly or indirectly, as a result of or in any way arising from (i) Lessee’s use and occupancy of the Leased Premises, including, but not limited to, any cost, damage, claim, liability or expense arising from any Applicable Law; (ii) the negligence or willful misconduct of Lessee, its officers, directors, employees and agents; (iii) any default, breach or violation of this Lease by Lessee; or (iv) injury or death to individuals or damage to property sustained at the Leased Premises.

13. END OF TERM: Upon the expiration or other termination of the Term, Lessee shall surrender the Leased Premises in good order, condition, and repair. At Lessor’s option, Lessee shall either (a) remove the Spray Field and its other improvements from the Leased Premises and restore the Leased Premises to
substantially the same condition existing prior to the commencement of the Term, or (b) leave in place the Spray Field or any other specified improvements, in which case such specified improvements will automatically be and become the property of Lessor without need of further action by the parties. Lessee shall be solely responsible for, and shall pay, all damages (including consequential damages), losses, expenses and costs (including attorneys’ fees and court costs) that Lessor may suffer as a result of Lessee’s holdover use and occupancy of the Leased Premises.

14. NOTICE: Any notice required to be given pursuant to the terms of this Lease shall be effective when made in writing and sent via certified or registered mail to the respective parties at the following addresses: If to Lessor: Effingham County Industrial Development Authority, 520 W. Third Street, Springfield, Georgia 31329, Attn: CEO, with a copy to Savannah Industrial Development, LLC, c/o Broe Real Estate Group, 252 Clayton Street, Denver, Colorado 80206, Attn: Ronald J. Corsentino, with another copy to Holland & Knight LLP, 1180 West Peachtree Street NE, Suite 1800, Atlanta, Georgia 30309, Attn: Matthew T. Joe. If to Lessee: Board of Commissioners of Effingham County, 601 N. Laurel Street, Springfield, Georgia 31329, Attn.: County Administrator. Any party may change its respective notice addresses by written notice to the other party.

15. ROLE OF DEVELOPER: During the term of the Master Development Agreement, and so long as Effingham County Industrial Development Authority is and remains the fee owner of the Leased Premises, Lessee shall be entitled to rely, and shall rely, solely upon the approvals, consents, and directives of Developer as being binding upon “Lessor” hereunder.

16. BINDING EFFECT: The terms of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

17. APPLICABLE LAW: This Lease shall be governed by and construed in accordance with the laws of the State of Georgia.

18. TIME OF THE ESSENCE: Time is of the essence of this Lease.

19. ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties, and no other prior oral or written agreements shall be binding upon the parties. This Lease may not be modified except by a written addendum executed by both the parties with the same formality with which this Lease is executed.
IN WITNESS WHEREOF, the parties have executed this agreement in duplicate on the date and year indicated above.

LESSOR:

EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY,
a body corporate and politic of the State of Georgia

By: Savannah Industrial Development, LLC,
a Colorado limited liability company,
its agent and attorney-in-fact pursuant to instrument recorded in Deed Book 2338, Pages 452-460, Effingham County, Georgia records

By: ________________________________
Name: Ronald J. Corsentino
Title: Manager

LESSEE:

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: __________________________________
Wesley Corbitt
Its: Chairman

Attest

By: __________________________________
Stephanie Johnson
Its: Clerk
Staff Report

Subject: City of Rincon Annexation - Map# 477 Parcel# 1A
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: August 2, 2022
Item Description: Consideration to approve a petition requesting Annexation as submitted by the City of Rincon for a property located off of Frederick Street Map# 477 Parcel# 1A

Summary Recommendation:
According to an aerial photography provided by Effingham County GIS data, there are other contiguous properties to the parcel noted in the petition.

Executive Summary:
As required under state law O.C.G.A §36-36-6 upon accepting an application for annexation or a petition for annexation, the governing authority of the annexing municipality shall provide written notice to the governing authority of the county where the proposed annexation is located.

Background:
Annexation documentation was received via certified mail from the City of Rincon, dated July 22, 2022. This parcel identified as Map# 477 Parcel# 1A consisting of 1 acre (also noted as New Well Site) is located off Frederick Street.

1. This property lies within the Rincon water and sewer service area.
2. The parcel is currently zoned R-1. The proposed zoning is R-1 (Residential) and the intended land use will be a well site for Hickory Knob subdivision.

Alternatives for Commission to Consider:
1. Approve the Petition Requesting Annexation as presented by the City of Rincon.
2. Do not approve the Petition Requesting Annexation.

Recommended Alternative: Staff recommends Alternative 1

Other Alternatives: N/A  Department Review: Administration

Funding Source: No funding is required related to this request.

Attachments:
1. Petition for Annexation
2. Aerial Map (related parcels and depicting city boundary)
July 18, 2022

Board of Commissioners of Effingham County, Georgia
601 North Laurel Street
Springfield, Georgia 31329

Via Certified U.S. Mail # 7008 1140 0000 4290 9403

Re: Annexation of Property owned by:

MaComber Concentrations, Inc., 1 acre, (Map # 04470001A00)

Dear Commissioners:

Please be advised that the City of Rincon, Georgia, by the authority vested in the Mayor and the Council of the City of Rincon, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

On July 13, 2022, the City of Rincon, Georgia, received a petition for annexation of the above listed property.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Rincon, in accordance with O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9 and within seven (7) calendar days of the filing of an application for zoning pursuant to O.C.G.A. § 36-36-11. All properties to be annexed are contiguous with the current incorporated limits of the City of Rincon, Georgia.

The legal description of the property is as follows:

Please see Exhibit “A” attached hereto.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Rincon, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of the receipt of this letter.
Pursuant to O.C.G.A. § 36-36-11 a public hearing on zoning of the property to be annexed will be held. If the county has an objection under O.C.G.A. § 36-36-11 or under Article 7 of the same title and chapter, in accordance with the objection and resolution process for these statutes, you must notify Kenneth Lee, Mayor of the City of Rincon, within seven (7) calendar days of the receipt of this notice or the time frames listed under Article 7 of the same title and chapter.

Further, pursuant to O.C.G.A. § 36-36-111, the current zoning of this tract of land in the County is R-1 and the current land use of the property is a well site. The proposed zoning in Rincon when annexed will be R-1 (Residential) and the intended land use will be a well site.

If there are any questions, please do not hesitate to contact me.

Thanking you, I remain...

Sincerely,

J. Raymond Dickey
Attorney for the City of Rincon

JRD/jdj
Enclosures as noted.
PROPERTY DESCRIPTION: NEW WELL SITE

ALL THAT CERTAIN TRACT OF LAND KNOWN AS NEW WELL SITE, 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA, BEING ADJACENT TO THE FORMER WELL SITE RECORDED IN EFFINGHAM COUNTY PLAT BOOK D93, PAGE C1 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPROXIMATE INTERSECTION OF FREDERICK STREET AND COTTONWOOD DRIVE, THENCE N67°57'56"W A DISTANCE OF 82.98' TO A POINT; THENCE ALONG THE EASTERN PROPERTY LINE OF LOT 168, HICKORY KNOB PHASE IX, NOW OR FORMERLY KRISTINE E. AIDS, N65°42'52"W A DISTANCE OF 156.20' TO A POINT; THENCE ALONG THE PROPERTY LINE OF HICKORY KNOB PHASE 13 THE FOLLOWING COURSES AND DISTANCES, N24°17'08"E A DISTANCE OF 40.77' TO THE POINT OF BEGINNING OF THE NEW WELL SITE, N17°53'08"E A DISTANCE OF 96.88' TO A POINT, N58°31'15"E A DISTANCE OF 68.25' TO A CONCRETE MONUMENT; THENCE ALONG THE PROPERTY LINE OF THE FORMER WELL SITE, NOW OR FORMERLY MACOMBER CONCENTRATION, INC., S30°41'57"E A DISTANCE OF 74.43' TO A POINT; THENCE ALONG THE PROPERTY LINE OF HICKORY KNOB PHASE 13 THE FOLLOWING COURSES AND DISTANCES S45°25'26"W A DISTANCE OF 117.36' TO A POINT, N65°42'52"W A DISTANCE OF 47.00' TO THE POINT OF BEGINNING; AND CONTAINING 0.23 ACRES OR 10,003 SQUARE FEET.

PROPERTY DESCRIPTION: ACCESS EASEMENT

COMMENCING AT THE APPROXIMATE INTERSECTION OF FREDERICK STREET AND COTTONWOOD DRIVE, THENCE N67°57'56"W A DISTANCE OF 82.98' TO THE POINT OF BEGINNING FOR THE 40' ACCESS EASEMENT; THENCE ALONG THE EASTERN PROPERTY LINE OF LOT 168, HICKORY KNOB PHASE IX, NOW OR FORMERLY KRISTINE E. AIDS, N65°42'52"W A DISTANCE OF 156.20' TO A POINT; THENCE ALONG THE PROPERTY LINE OF HICKORY KNOB PHASE 13 THE FOLLOWING COURSES AND DISTANCES, N24°17'08"E A DISTANCE OF 40.77' TO A POINT, S65°42'52"E A DISTANCE OF 142.39' TO A POINT, S05°34'25"W A DISTANCE OF 43.05' TO THE POINT OF BEGINNING; AND CONTAINING 0.14 ACRES OR 6,087 SQUARE FEET.

PROPERTY DESCRIPTION: FORMER WELL SITE

Tract Two: All that certain lot, tract or parcel of land lying and being in the 9th G.M. District of Effingham County, Georgia, designated as Well Lot, containing 0.23 acres, more or less, as shown on a plat of survey prepared by Warren E. Poythress, surveyor, dated September 16, 2011, and recorded in Plat Cabinet D, Slide 93-C-1, Effingham County records. Said lot being bound as follows: On the Northwest and Northeast by lands of Heritage Bank; on the southeast by lands of David M. and Sandra Phillips; on the southwest by a 60' road easement. Said plat is hereby incorporated by reference and made part of this description.
Assessment Appeals Process
Would you like to submit an appeal to the Board of Assessors?

Appeal to Board of Assessors

Homestead Application
Please wait to apply for homestead until your name appears under the "Owner" section below.

Apply for Homestead Exemption

Assessment Notice
2022 Assessment Notice (PDF)
2021 Assessment Notice (PDF)
2020 Assessment Notice (PDF)

Summary
Parcel Number 04470001A00
Location Address FREDRICK ST
Legal Description 1.00 AC WELL SITE
(Note: Not to be used on legal documents)
Class R3-Residential
(Note: This is for tax purposes only. Not to be used for zoning.)
Zoning R-1
Tax District 01-County (District 01)
Millage Rate 28.747
Acres 1
Neighborhood 04470: LAND: 00000 / BLDG: 00000 (001342)
Homestead Exemption No (50)
Landlot/District N/A

View Map

Owner
MACOMBER CONCENTRATIONS INC
900 BOX 158
NEWINGTON, GA 30046

Land
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<tr>
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Valuation
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No data available for the following modules: CUVA Renewal Letter, Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits, Photos, Sketches.
5/9/2022

Jason Stewart
Planning and Development
City of Rincon

RE: Annexation Petition for MaComber Concentrations Former Well Site
CCI Project #: 20-491.001

Jason,

Please accept this request to annex the below described property (further description attached) into the Rincon City limits to be contiguous with the remaining lands of the Hickory Knob Development. It is the intent of MaComber Concentrations to construct a new water well site at the location shown on the attached exhibit. To acquire this parcel, Metro Homesites and MaComber Concentrations have agreed to a land swap. Metro Homesites will be deeded the former well site and it will become a portion of the open space for the Hickory Knob Development. The new well site will be subdivided from the parent Hickory Knob parcel.

Parent Parcel ID: R263-2A01
Former Well Site Parcel ID: 447-1A

It is further requested that the zoning classification of the annexed property match the zoning classification of the parent parcel, R-5.

Thank You,
Coleman Company, Inc.

[Signature]
Neil McKenzie, P.E.
Residential Group Leader
5/9/2022

Jason Stewart
Planning and Development
City of Rincon

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CCI Project #: 20-491.001

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It is further requested that the zoning classification of the annexed property match the zoning classification of the parent parcel, R-5.

Thank You,
Coleman Company, Inc.

[Signature]

Neil McKenzie, P.E.
Residential Group Leader
PROPERTY DESCRIPTION: NEW WELL SITE

ALL THAT CERTAIN TRACT OF LAND KNOWN AS NEW WELL SITE, 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA, BEING ADJACENT TO THE FORMER WELL SITE RECORDED IN EFFINGHAM COUNTY PLAT BOOK D93, PAGE C1 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPROXIMATE INTERSECTION OF FREDERICK STREET AND COTTONWOOD DRIVE, THENCE N67°57'56"W A DISTANCE OF 82.98' TO A POINT; THENCE ALONG THE EASTERN PROPERTY LINE OF LOT 168, HICKORY KNOB PHASE IX, NOW OR FORMERLY KRISTINE E. AIDS, N65°42'52"W A DISTANCE OF 156.20' TO A POINT; THENCE ALONG THE PROPERTY LINE OF HICKORY KNOB PHASE 13 THE FOLLOWING COURSES AND DISTANCES, N24°17'08"E A DISTANCE OF 40.77' TO THE POINT OF BEGINNING OF THE NEW WELL SITE, N17°53'08"E A DISTANCE OF 96.88' TO A POINT, N58°31'15"E A DISTANCE OF 68.25' TO A CONCRETE MONUMENT; THENCE ALONG THE PROPERTY LINE OF THE FORMER WELL SITE, NOW OR FORMERLY MACOMBER CONCENTRATION, INC., S30°41'57"E A DISTANCE OF 74.43' TO A POINT; THENCE ALONG THE PROPERTY LINE OF HICKORY KNOB PHASE 13 THE FOLLOWING COURSES AND DISTANCES S45°25'26"W A DISTANCE OF 117.36' TO A POINT, N65°42'52"W A DISTANCE OF 47.00' TO THE POINT OF BEGINNING; AND CONTAINING 0.23 ACRES OR 10,003 SQUARE FEET.

PROPERTY DESCRIPTION: ACCESS EASEMENT

COMMENCING AT THE APPROXIMATE INTERSECTION OF FREDERICK STREET AND COTTONWOOD DRIVE, THENCE N67°57'56"W A DISTANCE OF 82.98' TO THE POINT OF BEGINNING FOR THE 40' ACCESS EASEMENT; THENCE ALONG THE EASTERN PROPERTY LINE OF LOT 168, HICKORY KNOB PHASE IX, NOW OR FORMERLY KRISTINE E. AIDS, N65°42'52"W A DISTANCE OF 156.20' TO A POINT; THENCE ALONG THE PROPERTY LINE OF HICKORY KNOB PHASE 13 THE FOLLOWING COURSES AND DISTANCES, N24°17'08"E A DISTANCE OF 40.77' TO A POINT, S65°42'52"E A DISTANCE OF 142.39' TO A POINT, S05°34'25"W A DISTANCE OF 43.05' TO THE POINT OF BEGINNING; AND CONTAINING 0.14 ACRES OR 6,087 SQUARE FEET.

PROPERTY DESCRIPTION: FORMER WELL SITE

Tract Two: All that certain lot, tract or parcel of land lying and being in the 9th G.M. District of Effingham County, Georgia, designated as Well Lot, containing 0.23 acres, more or less, as shown on a plat of survey prepared by Warren E. Poythress, surveyor, dated September 16, 2011, and recorded in Plat Cabinet D, Slide 93-C-1, Effingham County records. Said lot being bound as follows: On the Northwest and Northeast by lands of Heritage Bank; on the southeast by lands of David M. and Sandra Phillips; on the southwest by a 60' road easement. Said plat is hereby incorporated by reference and made part of this description.
Staff Report

Subject: 2022 ACCG Policy Agenda Voting Delegate
Author: Stephanie Johnson, County Clerk
Department: Administration (Clerk’s Office)
Meeting Date: August 2, 2022

Item Description: Consideration to approve a Form to appoint a voting delegate to participate in the ACCG 2022 Policy Agenda adoption

Summary Recommendation: Staff recommends approval of the appointment of one Commissioner to act as voting delegate.

Executive Summary/Background:
- The policy agenda is generally approved during the business session of the Legislative Leadership Conference.
- The Policy Agenda includes the guiding principles, policy objectives and legislative priorities for the 2022 legislative session. It guides ACCG’s legislative action and allows ACCG members to speak with a unified voice for the counties in Georgia.
- Each County Commission appoints a voting delegate (commissioner or county staff) to cast their county’s vote on matters coming before the business session.
- The voting delegate form must be completed and returned to ACCG no later than Friday, August 26, 2022.

Alternatives for Commission to Consider
1. Approval to appoint a board member as voting delegate.
2. Take no action.

Recommended Alternative: Staff recommends Alternative 1.

Other Alternatives: N/A

Department Review: Administration

Funding Source: No funding required.

Attachments:
1. Voting Delegate Form
MEMORANDUM

To: County Chairmen, Sole Commissioners and CEOs
   Mayors of Consolidated Governments
   c/o County Clerks, Managers or Administrators

From: Dave Wills, Executive Director

Date: 7/13/2022

Subject: Legislative Leadership Conference Business Session – Official

This is the official call for the business session at the ACCG Legislative Leadership Conference scheduled for Thursday, September 29th at the Jekyll Island Convention Center in Glynn County. The purpose of this session is to consider policies to be adopted by the membership and other business that may come before the body. Each county may appoint a voting delegate (commissioner or county staff) to cast its county’s vote on matters coming before the business session.

In order for ACCG staff to conduct the voting process as smoothly as possible, we need the name of your county’s delegate before the conference convenes. Credentials pickup will be announced once the conference agenda is finalized.

Please complete and return this page no later than Friday, August 26th. Send it to Tottianna Davis at tdavis@accg.org as a scanned email attachment or fax it to (678) 626-9642 to the attention of Tottianna Davis. Your prompt attention to this matter is greatly appreciated.

2022 LEGISLATIVE LEADERSHIP CONFERENCE
VOTING DELEGATE

________________________________________________________________________
Name

________________________________________________________________________
Title

________________________________________________________________________
County
Staff Report
Subject: Approval of an Intergovernmental Agreement, Re: Revenue Sharing Agreement, in regards to the “Bryan County Mega-Site”
Author: Tim Callanan, County Manager
Department: Administration
Meeting Date: 8/2/22
Item Description: Intergovernmental Agreement, Re: Revenue Sharing Agreement, in regards to the “Bryan County Mega-Site”

Summary Recommendation: Staff recommends approval of the Intergovernmental Agreement between the Counties of Bulloch, Chatham, and Effingham, the Savannah Harbor-Interstate 15 Corridor Joint Development Authority (“Authority”), Bryan County School District, Bryan County Board of Tax Assessors, and the Bryan County Tax Commissioner.

Executive Summary/Background:
- The Authority has purchased property for the purposes of accommodating construction of an electric vehicle manufacturing project referred to a “Project EA.” Each County has or will contribute funds to meet the local commitments associated with the project, and desire to allocate ad valorem tax revenues generated from Project EA.
- Payout Percentages: Each County shall receive a percentage of the annual ad valorem tax revenues generate and collected on the property as listed:

<table>
<thead>
<tr>
<th>Phase I: Tax Year 2026</th>
<th>Phase IV: Tax Year 2029</th>
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</thead>
<tbody>
<tr>
<td>Bryan County</td>
<td>50%</td>
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<tr>
<td>Bulloch County</td>
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<tr>
<td>Chatham County</td>
<td>50%</td>
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<tr>
<td>Effingham County</td>
<td>0%</td>
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</table>

<table>
<thead>
<tr>
<th>Phase II: Tax Year 2027</th>
<th>Phase V: Tax Year 2030</th>
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</thead>
<tbody>
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<tr>
<td>Bulloch County</td>
<td>0%</td>
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<tr>
<td>Chatham County</td>
<td>22.07%</td>
</tr>
<tr>
<td>Effingham County</td>
<td>41.89%</td>
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</table>

<table>
<thead>
<tr>
<th>Phase III: Tax Year 2028</th>
<th>Phase VI: Tax Year 2031-2048</th>
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</thead>
<tbody>
<tr>
<td>Bryan County</td>
<td>30.32%</td>
</tr>
<tr>
<td>Bulloch County</td>
<td>23.14%</td>
</tr>
<tr>
<td>Chatham County</td>
<td>23.14%</td>
</tr>
<tr>
<td>Effingham County</td>
<td>23.40%</td>
</tr>
</tbody>
</table>
The Counties may enter into separate agreements with their respective school districts for any revenue sharing, and the Counties shall adjust their tax digest to reflect the portion of Tax Revenues attributed to it from distributions.

Section 6 and Section 7 of the IGA detail the responsibilities of the Counties Tax Assessor’s and Tax Commissioner’s Offices in regards to Assessment Reports.

This Contract shall become effective upon execution by all parties and shall expire on December 31, 2048.

Alternatives for Commission to Consider

1. Approval of an Intergovernmental Agreement, Re: Revenue Sharing Agreement, in regards to the “Bryan County Mega-Site”
2. Deny the Intergovernmental Agreement, Re: Revenue Sharing Agreement, in regards to the “Bryan County Mega-Site”
3. Take no action.

Recommended Alternative: 1
Other Alternatives: 2, 3
Department Review: County Manager, County Attorney, Finance, Purchasing
Funding Source: 
Attachments: Intergovernmental Agreement, Re: Revenue Sharing Agreement
Execution Page for INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the ___ day of ____________, 2022, by and between the Bryan County, Bulloch County, Chatham County, Effingham County, Bryan County School District, Board of Tax Assessors of Bryan County, Tax Commissioner of Bryan County, and the Savannah Harbor-Interstate 16 Corridor Joint Development Authority.

SAVANNAH HARBOR-INTERSTATE 16 CORRIDOR JOINT DEVELOPMENT AUTHORITY

By: [Signature]

Chairsman

Attest:

[Signature]

Secretary
INTERGOVERNMENTAL CONTRACT
RE: REVENUE SHARING AGREEMENT

THIS INTERGOVERNMENTAL CONTRACT (“Contract”), made and entered into as of the ___ day of _________________, 2022 by and between BRYAN COUNTY, GEORGIA, a political subdivision of the State of Georgia, BULLOCH COUNTY, GEORGIA, a political subdivision of the State of Georgia, CHATHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia, EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (collectively the “Counties”), the SAVANNAH HARBOR-INTERSTATE 16 CORRIDOR JOINT DEVELOPMENT AUTHORITY, a public body corporate and politic of the State of Georgia (the “Authority”), BRYAN COUNTY SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia (the “School District”), BRYAN COUNTY BOARD OF TAX ASSESSORS (the “BOA”), and BRYAN COUNTY TAX COMMISSIONER (the “Tax Commissioner”).

WITNESSETH:

WHEREAS, in 2021, the Authority acquired an approximately 2,000-acre site located in Bryan County consisting of three parcels which is referred to as the “Bryan County Mega-Site” for the purpose of recruiting quality jobs and investment to the region; and

WHEREAS, to acquire the “Bryan County Mega-Site”, the Authority utilized a grant from the State of Georgia and funds invested by Bryan County and Chatham County; and

WHEREAS, the Authority also has two additional tracts of land under contract which will be added to the Bryan County Mega-site (together, the “Property”) for purposes of accommodating construction of an electric vehicle manufacturing project referred to as “Project EA”; and

WHEREAS, each County has or will contribute funds to meet the local commitments associated with Project EA; and

WHEREAS, the Authority and Counties desire to allocate ad valorem tax revenues generated from Project EA as specified herein; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution authorizes, among other things, any county, municipality, or other political subdivision of the State to contract for a period not exceeding fifty years, with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Article IX, Section IV, Paragraph IV of the Georgia Constitution authorizes counties and municipalities to enter into contracts with other counties and municipalities for the purpose of allocating the proceeds of ad valorem taxes assessed and collected on property located
in such county or municipality with such other counties or municipalities with which the assessing county or municipality has entered into agreements for the development of one or more regional facilities and the allocation of other revenues generated from such regional facilities, and that such contract shall provide for the manner of development, operation and management of the regional facility and the sharing of expenses among the contracting local governments and shall specify the method of allocation and the percentage of ad valorem taxes and other revenues to be allocated to each contracting local government; and

WHEREAS, the Parties desire to coordinate and clarify their roles and responsibilities pursuant to their obligations under O.C.G.A. §36-62-5.1 and §48-5-274 which were amended by House Bill 406 in 2019 to account for revenue sharing for joint development authorities.

NOW THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority, the Counties, the BOA, the Tax Commissioner and the School District HEREBY AGREE as follows:

1. The preamble and recitals above make up a part of the terms, conditions and provisions of this Contract.

2. This Contract shall become effective upon execution by all parties and shall expire on December 31, 2048.

3. **Definitions**
   a. **Assessing BOA**: The Bryan County Board of Tax Assessors is the Assessing BOA.
   b. **Assessment Notices**: Annual notices stating the assessed value of property sent to taxpayers.
   c. **Assessment Report**: The Assessment Report is a spreadsheet generated and distributed by the Assessing BOA to provide the property and value information needed for each County to accurately report values on their Tax Digest, generate assessment notices and tax bills as contemplated herein.
   d. **Authority**: The Authority referenced herein is the Savannah Harbor-Interstate 16 Corridor Joint Development Authority.
   e. **Collecting Commissioner**: The Tax Commissioner of Bryan County is the Collecting Commissioner.
   f. **County Investment**: The Counties have or will contribute funds toward property acquisition and certain infrastructure required to support Project EA as estimated on Exhibit “A” which are follows:
a. Bryan County $19,647,500.00; Bulloch County $8,147,500.00; Chatham County $17,147,500.00; Effingham County $8,147,500.00.

g. **House Bill 406**: HB 406, effective as of May 7, 2019, amended O.C.G.A. § 36-62-5.1 and O.C.G.A. § 48-5-274 to create reporting requirements for the Authority and establish the process for Counties to report shared tax values on their individual tax digests.

h. **Millage Rate**: Bryan County’s millage rate shall be used to calculate real and personal property ad valorem taxes on the Property.

i. **Other Revenues**: Other Revenues are revenues generated from the Authority’s activities including but not limited to, sales of land, leases of land, sales or leases of personalty, sales of timber or other resources and fees in addition to bond fees or funds specifically allocated to the Authority by grant or otherwise for purposes of carrying out Project EA.

j. **Payout Percentage**: The percentage amounts each County will be paid. The Phases of Payout Percentages herein were derived based on the share of costs contributed by each County as estimated on Exhibit “A” attached hereto and incorporated herein by reference.

k. **Phase-In Lease Valuation Structure**: Tax abatement structure where a lease valuation schedule determines the percentage of taxes paid by a company each year for a certain number of years until the percentage reaches 100%.

l. **Phase I Payout Percentages**: Each County shall receive the below percentage of annual ad valorem tax revenues generated and collected on the Property for tax year 2026.

   a. The Phase I payout percentages are: Bryan County 50%; Bulloch County 0%; Chatham County 50%; Effingham County 0%.

m. **Phase II Payout Percentages**: Each County shall receive the below percentage of annual ad valorem tax revenues generated and collected on the Property for tax year 2027.

   a. The Phase II payout percentages are: Bryan County 36.04%; Bulloch County 0%; Chatham County 22.07%; Effingham County 41.89%.

n. **Phase III Payout Percentages**: Each County shall receive the below percentage of annual ad valorem tax revenues generated and collected on the Property in 2028.

   a. The Phase III payout percentages are: Bryan County 30.32%; Bulloch County 23.14%; Chatham County 23.14%; Effingham County 23.40%.

o. **Phase IV Payout Percentages**: Each County shall receive the below percentage of annual ad valorem tax revenues generated and collected on the Property in tax year 2029.

   a. The Phase IV payout percentages are Bryan County 32.47%; Bulloch County 32.47%; Chatham County 32.47%; Effingham County 2.59%.

p. **Phase V Payout Percentages**: Each County shall receive the below percentage of annual ad valorem tax revenues generated and collected on the Property in tax year 2030.

   a. The Phase V payout percentages are Bryan County 41.72%; Bulloch County 25.06%; Chatham County 27.23%; Effingham County 5.99%.

q. **Phase VI Payout Percentages**: Each County shall receive the below percentage of annual ad valorem tax revenues generated and collected on the Property in tax years 2031 through 2048.
a. The Phase VI payout percentages are Bryan County 58%; Bulloch County 12%; Chatham County 18%; Effingham County 12%.

r. **Project EA**: Project EA is an electric vehicle and battery manufacturing facility.

s. **Property**: The “Property” is the acreage associated with Project EA which consists of approximately 3,000 acres currently located in Bryan County, Georgia and is generally bounded by Interstate 16 to the east, Hwy 280 to the north, Jernigan Road to the south and further depicted on Exhibit “B” attached hereto and incorporated herein.

t. **Tax Digest**: The Tax Digest is the list of all properties and values within a County or School District.

u. **Tax Revenues**: Tax Revenues are all ad valorem taxes levied by Bryan County on real and personal property on the Property. This includes all taxes assessed on fee simple and leasehold interests, board of education taxes, taxes collected for special assessments for specific services, general obligation bonds, and any and all other ad valorem property taxes collected. Tax Revenues shall not include taxes collected by a county department other than the chief tax collector including, but not limited to, sales taxes, insurance premium taxes, intangible taxes, real estate transfer taxes, railroad taxes, franchise fees, occupational taxes, alcohol taxes, and financial institution taxes. Tax Revenues shall also not include ad valorem title taxes on motor vehicles. Tax Revenue shall not include ad valorem taxes collected on behalf of and due the State of Georgia. Finally, Tax Revenues shall not include any penalties or interest collected for late payments; any such penalties and interest shall be retained by Bryan County.

v. **Tenant**: a person or entity which owns, or leases from the Authority, any portion of the Property, including the Authority.

w. **Tenant Property**: Tenant Property is the real and personal property owned or leased by a Tenant, including the Authority.

4.

**Authority’s Obligations**

The Authority hereby agrees as follows:

a. The Authority shall cause to be performed an annual independent audit of its finances. Said audit shall be included in the Authority’s budgeted expense. A copy of the audit shall be distributed to the Counties.

b. On or before February 15th of each year, the Authority shall prepare and submit to the state revenue commissioner and state auditor the report and information required pursuant to O.C.G.A. § 36-62-5.1(g)(1).

5.

**Counties’ Obligations and Consent**

The Counties hereby agree as follows:
a. The Counties agree that each has or will make their County Investment as defined herein in support of Project EA.

b. The Collecting Commissioner shall collect and declare any and all Tax Revenues generated from real property and personal property lying on or in the Property and shall supervise a separate accounting for said Tax Revenues so as to segregate said collections from other Bryan County tax revenues.

c. The Collecting Commissioner shall contemporaneously remit Tax Revenues to Bryan County, the School District, and the Tax Commissioners for Bulloch, Chatham and Effingham Counties as prescribed herein in the amounts calculated by multiplying the total Tax Revenue collected by the following percentages:

i. Phase I Payout Percentages:
   i. Bryan County shall receive 50% of Tax Revenues which shall be distributed between Bryan County and the School District.
   ii. Bulloch County shall receive 0% of Tax Revenues.
   iii. Chatham County shall receive 50% of Tax Revenues.
   iv. Effingham County shall receive 0% of Tax Revenues.

ii. Phase II Payout Percentages:
   i. Bryan County shall receive 36.04% of Tax Revenues which shall be distributed between Bryan County and the School District.
   ii. Bulloch County shall receive 0% of Tax Revenues.
   iii. Chatham County shall receive 22.07% of Tax Revenues.
   iv. Effingham County shall receive 41.89% of Tax Revenues.

iii. Phase III Payout Percentages:
   i. Bryan County shall receive 30.32% of Tax Revenues which shall be distributed between Bryan County and the School District.
   ii. Bulloch County shall receive 23.14% of Tax Revenues.
   iii. Chatham County shall receive 23.14% of Tax Revenues.
   iv. Effingham County shall receive 23.40% of Tax Revenues.

iv. Phase IV Payout Percentages:
   i. Bryan County shall receive 32.47% of Tax Revenues which shall be distributed between Bryan County and the School District.
   ii. Bulloch County shall receive 32.47% of Tax Revenues.
   iii. Chatham County shall receive 32.47% of Tax Revenues.
   iv. Effingham County shall receive 2.59% of Tax Revenues.

v. Phase V Payout Percentages:
   i. Bryan County shall receive 41.72% of Tax Revenues which shall be distributed between Bryan County and the School District.
   ii. Bulloch County shall receive 25.06% of Tax Revenues.
   iii. Chatham County shall receive 27.23% of Tax Revenues.
   iv. Effingham County shall receive 5.99% of Tax Revenues.

vi. Phase VI Payout Percentages:
   i. Bryan County shall receive 58% of Tax Revenues which shall be distributed between Bryan County and the School District.
ii. Bulloch County shall receive 12% of Tax Revenues.
iii. Chatham County shall receive 18% of Tax Revenues.
iv. Effingham County shall receive 12% of Tax Revenues.

d. It is contemplated herein that Bryan County, Bulloch County, Chatham County and Effingham County may enter into separate agreements with their respective school districts for any revenue sharing.
e. The Counties shall adjust their tax digest to reflect the portion of Tax Revenues attributed to it from distributions hereunder in accordance with O.C.G.A. § 36-62-5.1(g)(3).

6.

**Board of Tax Assessors Obligations**

**a. Point of Contact**
The Assessing BOA shall serve as the single point of contact with the Tenant as it relates to ad valorem property taxes.

**b. Assessment Process**
1. On or before April 1st of each year, the Chief Appraiser for the BOA shall prepare and provide a spreadsheet consistent with the sample provided in attached Exhibit “C” (the “Assessment Report”) to the Boards of Tax Assessors for Bulloch, Chatham and Effingham Counties and the Authority with the following information for the current tax year regarding each Tenant Property (real and personal), including property owned by the Authority, that it is responsible for assessing:
   a. Parcel number
   b. Address
   c. Owner name
   d. Tenant name
   e. Description
   f. 100% fair market value
   g. Assessed value
   h. Note if it is subject to a Phase-In Lease Valuation Structure
   i. Phase-in percentage (if a Phase-In Lease Valuation Structure)
   j. Note whether it is Exempt or Taxable
   k. Exempt value to be reported by each BOA based on their Payout Percentage
   l. Taxable value to be reported by each BOA based on their Payout Percentage

2. Each County shall cause their respective BOA to include the values applicable to its County shown on the spreadsheet with all other digest values to be approved by the BOA prior to mailing Assessment Notices.

3. Each BOA shall input the assessment value for the property into its software system based on its Payout Percentage. For example, under a Phase VI Payout structure, if the
total assessed value the Property were $100,000.00, Bryan County would report $58,000.00, Bulloch County would report $12,000.00, Chatham County would report $18,000.00 and Effingham County would report $12,000.00 on their respective Tax Digests.

4. Each County shall cause its respective BOA to mail their Assessment Notice showing its portion of the total value of the Tenant Property to the Assessing BOA Chief Appraiser and Collecting Commissioner. If the BOA uses the Wingap software system, this would be achieved by listing the Assessing BOA Chief Appraiser as the primary recipient and the Collecting Commissioner as the agent recipient.

5. The Assessing BOA shall prepare and mail one Assessment Notice to the Tenant showing the sum of all the Counties’ portion of the value such that the notice shows the 100% value. Once the single Assessment Notice has been printed and mailed, the Chief Appraiser shall correct the value in its system back to the Payout Percentage for its County.

6. Each County shall cause their respective BOA to submit their Tax Digest reporting their Phase I, Phase II, Phase III or Phase IV Payout Percentage, as appropriate, of the assessed value of the Property per the requirements of House Bill 406.

7. Within five (5) days of approval of the Tax Digest, the Assessing BOA shall create a Digest correction by preparing an Error and Release or ACO report requesting the Digest be corrected to show the 100% value of the property and submit the same to the Collecting Commissioner.

8. Within one (1) day after submitting the Digest correction, the Assessing BOA shall reverse the Error and Release or ACO.

7.

Tax Commissioners Obligations

a. Process for Billing and Collection

1. On or before October 1st of each year the Bulloch County, Chatham County and Effingham Tax Commissioners shall send bills to the Collecting Commissioner in the amount shown on the Assessment Report as “Taxable value to be reported by each BOA based on their Payout Percentage.”

2. The Collecting Commissioner shall send one bill to the Tenant based on the 100% valuation of the Tenant Property as shown on the Error and Release or ACO report provided by the Assessing BOA.

3. The Collecting Commissioner shall receive payment from the Tenant.

4. On or before January 1st of each year, the Collecting Commissioner shall provide a report of the total taxes collected in the prior year and the amounts to be distributed to each County by mailing a copy of the same to each address listed in Section 13 herein.
5. On or before February 1st of each year, Bulloch County, Chatham County and Effingham Tax Commissioners shall send bills to the Collecting Commissioner in the amount equal to their Payout Percentage share of the total Tax Revenues collected as reported by the Collecting Commissioner.

6. On or before March 15th of each year, the Collecting Commissioner shall distribute the Tax Revenues it received from the prior year to Bryan County, the Bryan County School District and the Tax Commissioners of Bulloch, Chatham or Effingham County as determined by the applicable Payout Percentages.

7. On or before March 31st of each year, the Tax Commissioners from Bulloch, Chatham and Effingham Counties shall distribute the Tax Revenues received by each to their respective Counties in accordance with this Contract and in accordance with any separate intergovernmental agreements between the Counties and their respective school districts.

b. **Refunds:**
   Any tax refunds due on the Property shall be paid by the Collecting Commissioner in the time period prescribed by law (O.C.G.A. § 48-5-380, 241). The Collecting Commissioner’s County shall be reimbursed by the Counties based on their pro rata share of the refund amount. The Collecting Commissioner shall invoice the Counties.

c. **Digest Reporting**
   All Tax Commissioners shall report the value of the property on the Property, as applicable, based on their Payout Percentage in their Tax Digest per House Bill 406.

d. **Tax Commissioner Websites**
   To the extent that a County maintains a Tax Commissioner website which accepts payments, the Tax Commissioner of that County shall either remove online billing options for the Property or include the following language in red, bold letters on the Property Tax Statement form: “Do not pay online. Value and taxes reflect _______ County’s ___% portion only. Contact Tax Commissioner for 100% value and taxes due.” The blanks shall be filled in with the name of the County and its Payout Percentage.

8. **School District Consent**
   To the extent permitted by law, the School District hereby expressly consents to the terms, provisions, agreements and requirements herein and waives any rights or claims to Tax Revenues other than those specifically referenced herein.
Tax Assessor Consent and Authorization to Contract

To the extent permitted by law, the Bryan County Board of Tax Assessors hereby expressly consents to the terms, provisions, agreements and requirements stated herein. Each County hereby expressly authorizes its Board of Tax Assessors to enter into this agreement, in the case of Bryan County, and future agreements with the Authority and companies locating within the Property which are consistent herewith.

10.

Tax Commissioner Consent

To the extent permitted by law, the Bryan County Tax Commissioner hereby expressly consents to the terms, provisions, agreements and requirements stated herein.

11.

Economic Development Negotiations

In order to be competitive in the economic development marketplace, the Authority is hereby authorized to negotiate with prospective business and industrial purchasers or tenants for payments in lieu of ad valorem taxation or tax abatements consistent and in accordance with applicable law(s) on the Property.

12.

General

a. Should any clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Contract, which shall otherwise remain in full force and effect.

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

c. This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.

13.

Notices

All notices, correspondence, payments, and other communications required under this Contract shall be delivered to:
14. **Amendments**

It is specifically contemplated herein that amendments to this Agreement may be necessary to effectuate the purpose of the payout percentages which is to first reimburse Bryan and Chatham Counties for their investment in the land, second to fund the cost of the South Entrance Road funded by Bryan and Effingham Counties, and third to reimburse the Counties for their
contributions to other site development costs as set forth in Exhibit “A”. All parties hereto agree to work in good faith to accomplish these goals and to periodically meet and review the percentage calculations based on actual revenues and expenditures. Any amendment, if needed, should account for actual revenue and expenditures through 2028 and applied in the percentages for 2029 and 2030.

IN WITNESS WHEREOF, the parties, action by and through their duly authorized officers, have caused this Contract to be executed in multiple counterparts under seals as of the day and year first above written.
Execution Page for INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the ___ day of _________________, 2022, by and between the Bryan County, Bulloch County, Chatham County, Effingham County, Bryan County School District, Board of Tax Assessors of Bryan County, Tax Commissioner of Bryan County, and the Savannah Harbor-Interstate 16 Corridor Joint Development Authority]

BRYAN COUNTY, GEORGIA

By: ____________________________
Chairman, Board of Commissioners
of Bryan County

(SEAL)

Attest:

______________________________
Clerk, Board of Commissioners
of Bryan County
Execution Page for INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the ___ day of ______________, 2022, by and between the Bryan County, Bulloch County, Chatham County, Effingham County, Bryan County School District, Board of Tax Assessors of Bryan County, Tax Commissioner of Bryan County, and the Savannah Harbor-Interstate 16 Corridor Joint Development Authority]

BULLOCH COUNTY, GEORGIA

By: ________________________________

Chairman, Board of Commissioners of Bulloch County

(SEAL)

Attest:

__________________________________

Clerk, Board of Commissioners of Bulloch County
Execution Page for INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the ___ day of _________________, 2022, by and between the Bryan County, Bulloch County, Chatham County, Effingham County, Bryan County School District, Board of Tax Assessors of Bryan County, Tax Commissioner of Bryan County, and the Savannah Harbor-Interstate 16 Corridor Joint Development Authority]

CHATHAM COUNTY, GEORGIA

By: ____________________________
Chairman, Board of Commissioners
of Chatham County

(SEAL)

Attest:

______________________________
Clerk, Board of Commissioners
of Chatham County
Execution Page for INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the ___ day of ________________, 2022, by and between the Bryan County, Bulloch County, Chatham County, Effingham County, Bryan County School District, Board of Tax Assessors of Bryan County, Tax Commissioner of Bryan County, and the Savannah Harbor-Interstate 16 Corridor Joint Development Authority]

EFFINGHAM COUNTY, GEORGIA

By: ____________________________
Chairman, Board of Commissioners of Effingham County

(SEAL)

Attest:

______________________________
Clerk, Board of Commissioners of Effingham County
Execution Page for INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the ___ day of ________________, 2022, by and between the Bryan County, Bulloch County, Chatham County, Effingham County, Bryan County School District, Board of Tax Assessors of Bryan County, Tax Commissioner of Bryan County, and the Savannah Harbor-Interstate 16 Corridor Joint Development Authority]

BRYAN COUNTY BOARD OF TAX ASSESSORS

By: __________________________

Chairman, Board of Tax Assessors
of Bryan County

(SEAL)

Attest:

____________________________________
Secretary
Execution Page for INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the ___ day of _________________, 2022, by and between the Bryan County, Bulloch County, Chatham County, Effingham County, Bryan County School District, Board of Tax Assessors of Bryan County, Tax Commissioner of Bryan County, and the Savannah Harbor-Interstate 16 Corridor Joint Development Authority]

BRYAN COUNTY TAX COMMISSIONER

By: ___________________________

Tax Commissioner
Execution Page for INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the ___ day of _________________, 2022, by and between the Bryan County, Bulloch County, Chatham County, Effingham County, Bryan County School District, Board of Tax Assessors of Bryan County, Tax Commissioner of Bryan County, and the Savannah Harbor-Interstate 16 Corridor Joint Development Authority]

BRYAN COUNTY SCHOOL DISTRICT

By: ______________________________

(SEAL)

Attest:

_____________________________
SAVANNAH HARBOR-INTERSTATE 16 CORRIDOR
JOINT DEVELOPMENT AUTHORITY

By:   ____________________________
      Chairman

(SEAL)

Attest:

______________________________

Secretary
Exhibit “A”

Payout Phase Calculations
### Calculation of Phase % Share

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**Summary - Repayment of Development Costs**

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<th>Other Site Costs % of Split</th>
<th>Other Site Total</th>
<th>Other Site Total % of Split</th>
<th>Land, Geotech, Soil Survey, &amp; Site Plan</th>
<th>Site Plan &amp; Survey</th>
<th>Site Plan, Survey, &amp; Site Plan</th>
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</tbody>
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**Exhibit A**

Site Development Costs & Phase % Calculation
Exhibit “B”
Description of Property
Exhibit “B”  
Legal Description of Project

SAMWILKA TRACT

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 1380TH G.M. DISTRICT, BRYAN COUNTY, GEORGIA AND BEING SHOWN AND DESCRIBED ON A BOUNDARY SURVEY OF 841.238 ACRES OF THE SAMWILKA TRACT, DATED JUNE 16, 2021, PREPARED BY THOMAS & HUTTON, AND RECORDED AT BOOK 2021, PAGE 75, BRYAN COUNTY, GEORGIA RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE EASTERN RIGHT OF WAY LINE OF GROOVER HILL ROAD AND THE SOUTHERN RIGHT OF WAY LINE OF JERNIGAN ROAD; THENCE ALONG THE SOUTHERN RIGHT OF WAY LINE OF JERNIGAN ROAD A DISTANCE OF ±600 FEET TO A POINT; THENCE N 76°16'08" E A DISTANCE OF 55.55 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY LINE OF JERNIGAN ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING THE NORTHERN RIGHT OF WAY LINE OF JERNIGAN ROAD N 77°27'15" E A DISTANCE OF 478.73 FEET TO A POINT; THENCE N 77°36'03" E A DISTANCE OF 430.40 FEET TO A POINT; THENCE N 78°16'43" E A DISTANCE OF 765.40 FEET TO A POINT; THENCE N 02°09'49" W A DISTANCE OF 204.53 FEET TO A POINT; THENCE N 02°06'03" W A DISTANCE OF 1327.97 FEET TO A POINT; THENCE N 47°58'02" W A DISTANCE OF 394.77 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 16; THENCE ALONG THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 16 S 48°35'11" E A DISTANCE OF 3414.79 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 42°51'39" E A DISTANCE OF 1005.13 FEET TO A POINT; THENCE DEPARTING THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 16 S 41°23'49" W A DISTANCE OF 1198.87 FEET TO A POINT; THENCE N 41°27'38" E A DISTANCE OF 349.86 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 16; THENCE ALONG THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 16 S 59°55'19" E A DISTANCE OF 510.40 FEET TO A POINT; THENCE ALONG SAID RIGHT OF WAY LINE S 48°32'21" E A DISTANCE OF 691.06 FEET TO A POINT; THENCE ALONG SAID RIGHT OF WAY LINE WITH THE ARC OF A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 114.67 FEET, A RADIUS OF 6403.82 FEET, A CHORD LENGTH OF 114.67 FEET, AND A CHORD BEARING S 48°16'23" E TO A POINT; THENCE DEPARTING THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 16 S 38°59'27" W A DISTANCE OF 1524.30 FEET TO A POINT; THENCE S 03°28'15" W A DISTANCE OF 2713.03 FEET TO A POINT; THENCE ALONG THE RUN OF A BRANCH BEING THE LINE S 37°14'53" W A DISTANCE OF 54.52 FEET TO A POINT; THENCE S 28°25'00" E A DISTANCE OF 18.34 FEET TO A POINT; THENCE S 01°47'32" W A DISTANCE OF 42.54 FEET TO A POINT; THENCE S 54°03'00" W A DISTANCE OF 30.41 FEET TO A POINT; THENCE N 80°05'08" W A DISTANCE OF 37.78 FEET TO A POINT; THENCE S 23°03'14" E A DISTANCE OF 47.72 FEET TO A POINT; THENCE S 54°25'19" W A DISTANCE OF 25.01 FEET TO A POINT; THENCE S 42°11'27" W A DISTANCE OF 27.85 FEET TO A POINT; THENCE S 58°21'24" W A DISTANCE OF 14.83 FEET TO A POINT; THENCE S 48.53 FEET TO A POINT; THENCE S 73°04'00" W A DISTANCE OF 35.53 FEET TO A POINT; THENCE S 09°11'10" E A DISTANCE OF 32.49 FEET TO A POINT; THENCE S 51°31'54" W A DISTANCE OF 24.65 FEET TO A POINT; THENCE S 12°57'56" E A DISTANCE OF 45.14 FEET TO A POINT; THENCE N 86°37'24" W A DISTANCE OF 11.22 FEET TO A POINT; THENCE S 05°13'15" W A DISTANCE OF 38.99 FEET TO A POINT; THENCE S 75°58'09" W A DISTANCE OF 27.39 FEET TO A POINT; THENCE S 17°08'37" W A DISTANCE OF 20.34 FEET TO A POINT; THENCE S 31°04'59" W A DISTANCE OF 113.58 FEET TO A POINT; THENCE S 21°44'06" E A DISTANCE OF
44.09 FEET TO A POINT; THENCE S 10°20'55" W A DISTANCE OF 18.45 FEET TO A POINT; THENCE S 07°15'08" E A DISTANCE OF 72.71 FEET TO A POINT; THENCE S 50°26'33" E A DISTANCE OF 18.85 FEET TO A POINT; THENCE S 30°32'24" W A DISTANCE OF 73.25 FEET TO A POINT; THENCE S 11°43'06" W A DISTANCE OF 54.27 FEET TO A POINT; THENCE S 04°02'11" W A DISTANCE OF 24.89 FEET TO A POINT; THENCE S 24°14'17" E A DISTANCE OF 24.17 FEET TO A POINT; THENCE S 13°17'05" W A DISTANCE OF 44.26 FEET TO A POINT; THENCE S 09°24'07" W A DISTANCE OF 13.52 FEET TO A POINT; THENCE S 69°45'08" W A DISTANCE OF 16.29 FEET TO A POINT; THENCE S 50°21'05" W A DISTANCE OF 12.58 FEET TO A POINT; THENCE S 02°55'21" E A DISTANCE OF 54.63 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY LINE OF JERNIGAN ROAD; THENCE ALONG THE NORTHERN RIGHT OF WAY LINE OF JERNIGAN ROAD S 87°04'49" W A DISTANCE OF 168.73 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 84°56'22" W A DISTANCE OF 92.44 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 75°16'54" W A DISTANCE OF 86.81 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 60°34'57" W A DISTANCE OF 74.07 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 54°43'58" W A DISTANCE OF 341.95 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 55°16'50" W A DISTANCE OF 571.53 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 54°56'21" W A DISTANCE OF 186.70 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 54°56'40" W A DISTANCE OF 384.25 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 54°45'45" W A DISTANCE OF 828.87 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 53°50'30" W A DISTANCE OF 166.95 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 45°42'11" W A DISTANCE OF 444.54 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 45°47'54" W A DISTANCE OF 787.95 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 45°51'03" W A DISTANCE OF 795.17 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 46°12'23" W A DISTANCE OF 651.03 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 45°48'05" W A DISTANCE OF 734.61 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 46°08'15" W A DISTANCE OF 222.53 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 46°16'49" W A DISTANCE OF 297.57 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 35°08'24" W A DISTANCE OF 60.92 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 26°53'19" W A DISTANCE OF 454.37 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 26°49'41" W A DISTANCE OF 635.66 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 27°46'25" W A DISTANCE OF 252.69 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 35°45'11" W A DISTANCE OF 135.75 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 38°56'27" W A DISTANCE OF 618.70 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 51°28'36" E A DISTANCE OF 8.04 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 38°36'28" W A DISTANCE OF 77.95 FEET TO A POINT, THE POINT OF BEGINNING, HAVING AN AREA OF 36644326 SQUARE FEET OR 841.238 ACRES.

BUTLER TRACT

LOT B

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 1380TH G.M. DISTRICT, BRYAN COUNTY, GEORGIA AND BEING SHOWN AND DESCRIBED
AS LOT B ON A RECOMBINATION PLAT OF TAX PARCELS 030 012 & 030 025, DATED JULY 1, 2021, PREPARED BY THOMAS & HUTTON, AND RECORDED AT BOOK 2021, PAGE 72, BRYAN COUNTY, GEORGIA RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE EASTERN RIGHT OF WAY LINE OF GROOVER HILL ROAD AND THE SOUTHERN RIGHT OF WAY LINE OF JERNIGAN ROAD; THENCE ALONG THE SOUTHERN RIGHT OF WAY LINE OF JERNIGAN ROAD A DISTANCE OF ±600 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 38°51'34" E A DISTANCE OF 98.05 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 51°08'26" E A DISTANCE OF 5.70 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 39°08'22" E A DISTANCE OF 567.33 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 37°27'59" E A DISTANCE OF 132.32 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 30°34'33" E A DISTANCE OF 68.20 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 26°48'29" E A DISTANCE OF 122.16 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 35°11'36" E A DISTANCE OF 63.30 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 45°58'16" E A DISTANCE OF 3521.20 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 45°57'37" E A DISTANCE OF 410.32 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 53°00'11" E A DISTANCE OF 147.74 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 54°49'29" E A DISTANCE OF 1838.10 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 55°09'47" E A DISTANCE OF 841.39 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 78°29'26" E A DISTANCE OF 73.63 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 86°18'41" E A DISTANCE OF 66.70 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 89°40'02" E A DISTANCE OF 208.52 FEET TO A POINT; THENCE DEPARTING THE SOUTHERN RIGHT OF WAY LINE OF JERNIGAN ROAD ALONG THE RUN OF A BRANCH BEING THE LINE S 15°16'55" E A DISTANCE OF 81.47 FEET TO A POINT; THENCE S 06°12'16" W A DISTANCE OF 58.36 FEET TO A POINT; THENCE S 08°21'38" W A DISTANCE OF 85.45 FEET TO A POINT; THENCE S 08°36'11" E A DISTANCE OF 97.85 FEET TO A POINT; THENCE S 03°39'15" E A DISTANCE OF 165.60 FEET TO A POINT; THENCE S 36°28'15" W A DISTANCE OF 83.38 FEET TO A POINT; THENCE S 09°42'38" E A DISTANCE OF 125.19 FEET TO A POINT; THENCE S 15°48'25" E A DISTANCE OF 103.86 FEET TO A POINT; THENCE S 85°54'57" E A DISTANCE OF 41.19 FEET TO A POINT; THENCE S 36°34'44" E A DISTANCE OF 67.36 FEET TO A POINT; THENCE S 74°53'18" E A DISTANCE OF 104.76 FEET TO A POINT; THENCE DEPARTING THE RUN OF A BRANCH S 44°53'32" W A DISTANCE OF 575.63 FEET TO A POINT; THENCE S 44°53'37" W A DISTANCE OF 257.06 FEET TO A POINT; THENCE S 81°48'08" E A DISTANCE OF 1225.57 FEET TO A POINT; THENCE S 81°44'08" E A DISTANCE OF 394.02 FEET TO A POINT; THENCE S 82°13'33" E A DISTANCE OF 1337.18 FEET TO A POINT; THENCE S 85°47'13" E A DISTANCE OF 2134.07 FEET TO A POINT; THENCE S 03°30'29" W A DISTANCE OF 1493.21 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF SEABOARD AIRLINE RAILROAD; THENCE ALONG THE WESTERN RIGHT OF WAY LINE OF SEABOARD AIRLINE RAILROAD S 58°56'41" W A DISTANCE OF 2126.29 FEET TO A POINT; THENCE DEPARTING THE WESTERN RIGHT OF WAY LINE OF SEABOARD AIRLINE RAILROAD N 06°15'11" W A DISTANCE OF 465.55 FEET TO A POINT IN THE RUN OF BLACK CREEK THE LINE; THENCE N 79°45'51" W A DISTANCE OF 192.86 FEET TO A POINT; THENCE N 60°42'44" W A DISTANCE OF 134.95 FEET TO A POINT; THENCE N 10°41'03" E A DISTANCE OF 119.08 FEET TO A POINT; THENCE N 47°33'20" E A DISTANCE OF 316.51 FEET TO A POINT; THENCE N 22°05'37" W A DISTANCE OF 154.27 FEET TO A POINT; THENCE S 78°45'32" W A DISTANCE OF 98.05 FEET TO A POINT; THENCE S 06°12'16" W A DISTANCE OF 58.36 FEET TO A POINT; THENCE S 08°21'38" W A DISTANCE OF 85.45 FEET TO A POINT; THENCE S 08°36'11" E A DISTANCE OF 97.85 FEET TO A POINT; THENCE S 03°39'15" E A DISTANCE OF 165.60 FEET TO A POINT; THENCE S 36°28'15" W A DISTANCE OF 83.38 FEET TO A POINT; THENCE S 09°42'38" E A DISTANCE OF 125.19 FEET TO A POINT; THENCE S 15°48'25" E A DISTANCE OF 103.86 FEET TO A POINT; THENCE S 85°54'57" E A DISTANCE OF 41.19 FEET TO A POINT; THENCE S 36°34'44" E A DISTANCE OF 67.36 FEET TO A POINT; THENCE S 74°53'18" E A DISTANCE OF 104.76 FEET TO A POINT; THENCE DEPARTING THE RUN OF A BRANCH S 44°53'32" W A DISTANCE OF 575.63 FEET TO A POINT; THENCE S 44°53'37" W A DISTANCE OF 257.06 FEET TO A POINT; THENCE S 81°48'08" E A DISTANCE OF 1225.57 FEET TO A POINT; THENCE S 81°44'08" E A DISTANCE OF 394.02 FEET TO A POINT; THENCE S 82°13'33" E A DISTANCE OF 1337.18 FEET TO A POINT; THENCE S 85°47'13" E A DISTANCE OF 2134.07 FEET TO A POINT; THENCE S 03°30'29" W A DISTANCE OF 1493.21 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF SEABOARD AIRLINE RAILROAD; THENCE ALONG THE WESTERN RIGHT OF WAY LINE OF SEABOARD AIRLINE RAILROAD S 58°56'41" W A DISTANCE OF 2126.29 FEET TO A POINT; THENCE DEPARTING THE WESTERN RIGHT OF WAY LINE OF SEABOARD AIRLINE RAILROAD N 06°15'11" W A DISTANCE OF 465.55 FEET TO A POINT IN THE RUN OF BLACK CREEK THE LINE; THENCE N 79°45'51" W A DISTANCE OF 192.86 FEET TO A POINT; THENCE N 60°42'44" W A DISTANCE OF 134.95 FEET TO A POINT; THENCE N 10°41'03" E A DISTANCE OF 119.08 FEET TO A POINT; THENCE N 47°33'20" E A DISTANCE OF 316.51 FEET TO A POINT; THENCE N 22°05'37" W A DISTANCE OF 154.27 FEET TO A POINT; THENCE S 78°45'32" W A
DISTANCE OF 286.27 FEET TO A POINT; THENCE N 89°25'57" W A DISTANCE OF 352.52 FEET TO A POINT; THENCE N 03°51'04" W A DISTANCE OF 94.66 FEET TO A POINT; THENCE N 35°03'52" W A DISTANCE OF 57.40 FEET TO A POINT; THENCE S 87°46'02" W A DISTANCE OF 336.52 FEET TO A POINT; THENCE N 43°09'22" W A DISTANCE OF 337.50 FEET TO A POINT; THENCE S 37°24'17" W A DISTANCE OF 70.57 FEET TO A POINT; THENCE N 6°41'34" W A DISTANCE OF 94.66 FEET TO A POINT; THENCE S 6°50'35" E A DISTANCE OF 136.22 FEET TO A POINT; THENCE S 08°55'21" E A DISTANCE OF 66.48 FEET TO A POINT; THENCE S 27°12'47" W A DISTANCE OF 70.57 FEET TO A POINT; THENCE S 56°11'43" W A DISTANCE OF 94.66 FEET TO A POINT; THENCE N 44°01'33" W A DISTANCE OF 136.56 FEET TO A POINT; THENCE N 71°24'41" W A DISTANCE OF 105.29 FEET TO A POINT; THENCE S 58°36'27" W A DISTANCE OF 197.17 FEET TO A POINT; THENCE S 88°03'58" W A DISTANCE OF 154.41 FEET TO A POINT; THENCE N 58°32'37" W A DISTANCE OF 220.62 FEET TO A POINT; THENCE S 83°11'24" W A DISTANCE OF 101.16 FEET TO A POINT; THENCE S 37°22'00" W A DISTANCE OF 87.63 FEET TO A POINT; THENCE N 29°11'58" E A DISTANCE OF 150.02 FEET TO A POINT; THENCE N 00°24'31" E A DISTANCE OF 164.44 FEET TO A POINT; THENCE S 50°59'58" W A DISTANCE OF 168.82 FEET TO A POINT; THENCE N 66°09'53" W A DISTANCE OF 248.48 FEET TO A POINT; THENCE N 09°11'35" W A DISTANCE OF 252.35 FEET TO A POINT; THENCE N 84°18'47" W A DISTANCE OF 192.28 FEET TO A POINT; THENCE N 58°40'41" W A DISTANCE OF 174.22 FEET TO A POINT; THENCE N 34°21'53" W A DISTANCE OF 292.25 FEET TO A POINT; THENCE N 20°52'52" W A DISTANCE OF 195.43 FEET TO A POINT; THENCE N 61°18'36" W A DISTANCE OF 142.32 FEET TO A POINT; THENCE N 18°56'11" W A DISTANCE OF 146.36 FEET TO A POINT; THENCE N 52°49'57" W A DISTANCE OF 111.14 FEET TO A POINT; THENCE S 27°02'39" W A DISTANCE OF 146.05 FEET TO A POINT; THENCE N 09°11'35" W A DISTANCE OF 150.89 FEET TO A POINT; THENCE N 69°39'23" W A DISTANCE OF 189.25 FEET TO A POINT; THENCE N 32°05'30" W A DISTANCE OF 75.61 FEET TO A POINT; THENCE S 73°52'46" W A DISTANCE OF 193.93 FEET TO A POINT; THENCE S 41°44'14" W A DISTANCE OF 200.85 FEET TO A POINT; THENCE S 12°53'17" W A DISTANCE OF 70.28 FEET TO A POINT; THENCE S 25°12'55" E A DISTANCE OF 142.10 FEET TO A POINT; THENCE S 49°33'54" W A DISTANCE OF 166.04 FEET TO A POINT; THENCE S 39°58'22" W A DISTANCE OF 88.51 FEET TO A POINT; THENCE S 65°23'00" W A DISTANCE OF 89.51 FEET TO A POINT; THENCE S 66°15'31" W A DISTANCE OF 203.53 FEET TO A POINT; THENCE S 18°32'52" W A DISTANCE OF 202.21 FEET TO A POINT; THENCE S 23°06'42" W A DISTANCE OF 137.98 FEET TO A POINT; THENCE S 87°40'40" W A DISTANCE OF 265.43 FEET TO A POINT; THENCE N 81°38'02" W A DISTANCE OF 104.38 FEET TO A POINT; THENCE S 79°13'22" W A DISTANCE OF 258.91 FEET TO A POINT; THENCE S 22°10'27" W A DISTANCE OF 89.14 FEET TO A POINT; THENCE S 34°50'13" E A DISTANCE OF 136.60 FEET TO A POINT; THENCE S 07°33'41" W A DISTANCE OF 143.16 FEET TO A POINT; THENCE S 39°58'22" W A DISTANCE OF 88.51 FEET TO A POINT; THENCE S 65°23'00" W A DISTANCE OF 601.41 FEET TO A POINT; THENCE S 86°50'33" W A DISTANCE OF 232.71 FEET TO A POINT; THENCE N 15°24'13" E A DISTANCE OF 136.06 FEET TO A POINT; THENCE DEPARTING THE RUN OF BLACK CREEK THE LINE N 16°05'25" W A DISTANCE OF 12.74 FEET TO A POINT IN THE RUN OF MILL CREEK THE LINE; THENCE N 53°26'45" W A DISTANCE OF 121.64 FEET TO A POINT; THENCE S 06°52'29" W A DISTANCE OF 180.44 FEET TO A POINT; THENCE S 16°10'31" E A DISTANCE OF 83.18 FEET TO A POINT;
Item XI. 12.

THENCE S 59°06'59" W A DISTANCE OF 100.68 FEET TO A POINT; THENCE N 71°43'49" W A
DISTANCE OF 170.97 FEET TO A POINT; THENCE S 14°05'54" W A DISTANCE OF 80.95 FEET TO
A POINT; THENCE S 33°22'46" W A DISTANCE OF 32.99 FEET TO A POINT; THENCE N 60°53'10"
W A DISTANCE OF 63.12 FEET TO A POINT; THENCE N 00°40'59" W A DISTANCE OF 76.08 FEET
TO A POINT; THENCE N 85°51'07" W A DISTANCE OF 68.12 FEET TO A POINT; THENCE S
15°58'27" W A DISTANCE OF 133.49 FEET TO A POINT; THENCE S 45°00'36" E A DISTANCE OF
95.10 FEET TO A POINT; THENCE S 54°34'49" E A DISTANCE OF 75.13 FEET TO A POINT;
THENCE S 46°36'15" W A DISTANCE OF 53.17 FEET TO A POINT; THENCE N 53°41'34" W A
DISTANCE OF 53.80 FEET TO A POINT; THENCE N 70°18'43" W A DISTANCE OF 71.08 FEET TO
A POINT; THENCE S 23°25'19" W A DISTANCE OF 51.60 FEET TO A POINT; THENCE S 35°26'12"
E A DISTANCE OF 116.12 FEET TO A POINT; THENCE S 19°22'18" W A DISTANCE OF 81.30 FEET
TO A POINT; THENCE N 40°40'39" W A DISTANCE OF 120.38 FEET TO A POINT; THENCE S
66°02'44" W A DISTANCE OF 200.28 FEET TO A POINT; THENCE S 01°40'38" W A DISTANCE OF
96.61 FEET TO A POINT; THENCE N 78°49'30" W A DISTANCE OF 78.09 FEET TO A POINT;
THENCE S 54°39'56" W A DISTANCE OF 84.76 FEET TO A POINT; THENCE S 87°19'06" W A
DISTANCE OF 94.81 FEET TO A POINT; THENCE N 01°45'08" W A DISTANCE OF 133.79 FEET
TO A POINT; THENCE DEPARTING THE RUN OF MILL BRANCH CREEK THE LINE S 77°49'01"
W A DISTANCE OF 130.92 FEET TO A POINT; THENCE N 50°53'33" W A DISTANCE OF 193.58
FEET TO A POINT; THENCE N 51°51'33" W A DISTANCE OF 1571.93 FEET TO A POINT; THENCE
N 43°51'38" E A DISTANCE OF 1905.20 FEET TO A POINT IN THE RUN OF BLACK CREEK THE
LINE; THENCE N 27°03'09" W A DISTANCE OF 101.81 FEET TO A POINT; THENCE N 81°25'03"
W A DISTANCE OF 92.02 FEET TO A POINT; THENCE S 66°00'00" W A DISTANCE OF 110.31 FEET
TO A POINT; THENCE S 11°15'44" W A DISTANCE OF 97.33 FEET TO A POINT; THENCE S
43°01'31" W A DISTANCE OF 80.78 FEET TO A POINT; THENCE N 66°28'21" W A DISTANCE OF
124.10 FEET TO A POINT; THENCE N 39°48'16" W A DISTANCE OF 146.09 FEET TO A POINT;
THENCE N 03°42'46" E A DISTANCE OF 309.60 FEET TO A POINT; THENCE N 34°19'44" W A
DISTANCE OF 109.70 FEET TO A POINT; THENCE N 02°21'53" W A DISTANCE OF 119.11 FEET
TO A POINT; THENCE N 50°40'05" E A DISTANCE OF 154.71 FEET TO A POINT; THENCE N
06°06'16" E A DISTANCE OF 140.82 FEET TO A POINT; THENCE N 43°50'45" W A DISTANCE OF
229.44 FEET TO A POINT; THENCE N 84°49'03" W A DISTANCE OF 91.08 FEET TO A POINT;
THENCE N 25°40'42" W A DISTANCE OF 127.96 FEET TO A POINT; THENCE N 48°39'52" E A
DISTANCE OF 232.72 FEET TO A POINT; THENCE N 24°47'28" W A DISTANCE OF 192.73 FEET
TO A POINT; THENCE N 69°43'15" W A DISTANCE OF 350.41 FEET TO A POINT; THENCE N
28°41'21" W A DISTANCE OF 142.88 FEET TO A POINT; THENCE N 14°29'48" E A DISTANCE OF
172.37 FEET TO A POINT; THENCE N 50°15'26" W A DISTANCE OF 134.65 FEET TO A POINT;
THENCE N 11°08'10" W A DISTANCE OF 135.63 FEET TO A POINT; THENCE N 22°58'57" E A
DISTANCE OF 344.79 FEET TO A POINT; THENCE N 75°43'11" W A DISTANCE OF 205.52 FEET
TO A POINT; THENCE N 55°53'44" W A DISTANCE OF 212.03 FEET TO A POINT; THENCE N
89°25'55" W A DISTANCE OF 225.46 FEET TO A POINT; THENCE S 75°03'16" W A DISTANCE OF
205.02 FEET TO A POINT; THENCE N 48°48'26" W A DISTANCE OF 208.71 FEET TO A POINT;
THENCE S 86°53'58" W A DISTANCE OF 129.92 FEET TO A POINT; THENCE S 42°36'22" W A
DISTANCE OF 138.52 FEET TO A POINT; THENCE N 69°19'51" W A DISTANCE OF 290.22 FEET
TO A POINT; THENCE S 86°21'50" W A DISTANCE OF 135.12 FEET TO A POINT; THENCE N
57°12'39" W A DISTANCE OF 158.47 FEET TO A POINT; THENCE N 18°48'29" W A DISTANCE OF
46.37 FEET TO A POINT; THENCE DEPARTING THE RUN OF BLACK CREEK THE LINE N
51°51'45" E A DISTANCE OF 1029.80 FEET TO A POINT; THENCE N 39°46'58" W A DISTANCE OF
1345.22 FEET TO A POINT; THENCE N 40°06'06" W A DISTANCE OF 390.37 FEET TO A POINT;
THENCE N 40°08'01" W A DISTANCE OF 464.77 FEET TO A POINT; THENCE N 49°51'59" E A
DISTANCE OF 1078.06 FEET TO A POINT; THENCE N 41°34'58" E A DISTANCE OF 444.52 FEET
TO A POINT; THENCE N 29°38'47" E A DISTANCE OF 545.42 FEET TO A POINT; THENCE N
72°56'43" E A DISTANCE OF 188.88 FEET TO A POINT; THENCE N 62°39'24" E A DISTANCE OF
396.71 FEET TO A POINT; THENCE N 41°24'50" E A DISTANCE OF 306.57 FEET TO A POINT;

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THENCE N 28°48’41″ E A DISTANCE OF 658.39 FEET TO A POINT; THENCE N 83°05’59″ E A DISTANCE OF 274.09 FEET TO A POINT; THENCE S 78°44’13″ E A DISTANCE OF 379.77 FEET TO A POINT; THENCE N 59°26’05″ E A DISTANCE OF 62.48 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 58,444,339 SQUARE FEET OR 1,341.70 ACRES.

LOT C

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 1380TH G.M. DISTRICT, BRYAN COUNTY, GEORGIA AND BEING SHOWN AND DESCRIBED AS LOT C ON A RECOMBINATION PLAT OF TAX PARCELS 030 012 & 030 025, DATED JULY 1, 2021, PREPARED BY THOMAS & HUTTON, AND RECORDED AT BOOK 2021, PAGE 72, BRYAN COUNTY, GEORGIA RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE EASTERN RIGHT OF WAY LINE OF GROOVER HILL ROAD AND THE SOUTHERN RIGHT OF WAY LINE OF JERNIGAN ROAD; THENCE ALONG THE SOUTHERN RIGHT OF WAY LINE OF JERNIGAN ROAD A DISTANCE OF ±600 FEET TO A POINT, THENCE ALONG THE AFORESAID RIGHT OF WAY LINE THENCE S 38°51’34″ E A DISTANCE OF 98.05 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 51°08’26″ E A DISTANCE OF 5.70 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 39°08’22″ E A DISTANCE OF 567.33 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 37°27’59″ E A DISTANCE OF 132.32 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 30°34’33″ E A DISTANCE OF 112.65 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 30°34’33″ E A DISTANCE OF 68.20 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 26°48’29″ E A DISTANCE OF 1221.36 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 35°11’36″ E A DISTANCE OF 63.30 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 45°58’16″ E A DISTANCE OF 3521.20 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 45°57’37″ E A DISTANCE OF 410.32 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 53°00’11″ E A DISTANCE OF 147.74 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 54°49’29″ E A DISTANCE OF 1838.10 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 55°09’47″ E A DISTANCE OF 2134.07 FEET TO A POINT; THENCE DEPARTING THE SOUTHERN RIGHT OF WAY LINE OF JERNIGAN ROAD ALONG THE RUN OF A BRANCH BEING THE LINE S 15°16’55″ E A DISTANCE OF 81.47 FEET TO A POINT; THENCE S 06°12’16″ W A DISTANCE OF 58.36 FEET TO A POINT; THENCE S 08°21’38″ W A DISTANCE OF 85.45 FEET TO A POINT; THENCE S 08°36’11″ E A DISTANCE OF 97.85 FEET TO A POINT; THENCE S 03°39’15″ E A DISTANCE OF 165.60 FEET TO A POINT; THENCE S 36°28’15″ W A DISTANCE OF 83.38 FEET TO A POINT; THENCE S 09°42’38″ E A DISTANCE OF 125.19 FEET TO A POINT; THENCE S 15°48’25″ E A DISTANCE OF 103.86 FEET TO A POINT; THENCE S 85°54’57″ E A DISTANCE OF 41.19 FEET TO A POINT; THENCE S 36°34’44″ E A DISTANCE OF 67.36 FEET TO A POINT; THENCE S 74°53’18″ E A DISTANCE OF 104.76 FEET TO A POINT; THENCE DEPARTING THE RUN OF A BRANCH S 44°53’32″ W A DISTANCE OF 575.63 FEET TO A POINT; THENCE S 44°53’37″ W A DISTANCE OF 257.06 FEET TO A POINT; THENCE S 21°01’24″ E A DISTANCE OF 910.42 FEET TO A POINT; THENCE S 81°48’08″ E A DISTANCE OF 1225.57 FEET TO A POINT; THENCE S 81°44’08″ E A DISTANCE OF 394.02 FEET TO A POINT; THENCE S 82°13’33″ E A DISTANCE OF 1337.18 FEET TO A POINT; THENCE S 85°47’13″ E A DISTANCE OF 2134.07 FEET TO A POINT; THENCE S 03°30’29″ W A DISTANCE OF 1493.21 FEET TO A POINT.
ON THE WESTERN RIGHT OF WAY LINE OF SEABOARD AIRLINE RAILROAD; THENCE S 03°46'21" W A DISTANCE OF 121.90 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF SEABOARD AIRLINE RAILROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING THE EASTERN RIGHT OF WAY LINE OF SEABOARD AIRLINE RAILROAD S 03°24'16" W A DISTANCE OF 1369.95 FEET TO A POINT; THENCE N 86°39'31" W A DISTANCE OF 758.11 FEET TO A POINT; THENCE N 79°45'55" W A DISTANCE OF 133.57 FEET TO A POINT; THENCE N 70°14'32" W A DISTANCE OF 791.08 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF SEABOARD AIRLINE RAILROAD; THENCE ALONG THE EASTERN RIGHT OF WAY LINE OF SEABOARD AIRLINE RAILROAD N 58°56'42" E A DISTANCE OF 2000.91 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 1,229,640 SQUARE FEET OR 28.22 ACRES.

MOCK TRACT (PARCEL M-3)

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 1380TH G.M. DISTRICT, BRYAN COUNTY, GEORGIA AND BEING SHOWN AND DESCRIBED ON A MINOR SUBDIVISION SURVEY OF A PORTION OF THE WILLIAM B. MOCK PROPERTY, DATED MAY 24, 2021, PREPARED BY THOMAS & HUTTON, AND RECORDED AT BOOK 2021, PAGE 75, BRYAN COUNTY, GEORGIA RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY LINE OF GROOVER HILL ROAD AND THE EASTERN RIGHT OF WAY LINE OF U.S. HIGHWAY 280, THENCE ALONG THE EASTERN RIGHT OF WAY LINE OF U.S. HIGHWAY 280 N 59°09'18" E A DISTANCE OF 733.69 FEET TO A POINT, THE POINT OF BEGINNING; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 59°09'18" E A DISTANCE OF 250.24 FEET TO A POINT; THENCE DEPARTING THE EASTERN RIGHT OF WAY LINE OF U.S. HIGHWAY 280 S 28°20'57" E A DISTANCE OF 480.29 FEET TO A POINT; THENCE WITH THE ARC OF A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 367.82 FEET, A RADIUS OF 750.00 FEET, A CHORD LENGTH OF 364.15 FEET, AND A CHORD BEARING S 42°23'57" E TO A POINT; THENCE S 56°26'56" E A DISTANCE OF 1318.18 FEET TO A POINT; THENCE N 43°39'57" E A DISTANCE OF 78.34 FEET TO A POINT; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 196.62 FEET, A RADIUS OF 511.41 FEET, A CHORD LENGTH OF 195.41 FEET, AND A CHORD BEARING N 54°40'48" E TO A POINT; THENCE N 65°41'38" E A DISTANCE OF 210.38 FEET TO A POINT; THENCE WITH THE ARC OF A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 220.15 FEET, A RADIUS OF 488.59 FEET, A CHORD LENGTH OF 218.29 FEET, AND A CHORD BEARING N 52°47'09" E TO A POINT; THENCE N 39°52'41" E A DISTANCE OF 493.45 FEET TO A POINT; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 67.61 FEET, A RADIUS OF 511.41 FEET, A CHORD LENGTH OF 67.56 FEET, AND A CHORD BEARING N 43°39'56" E TO A POINT; THENCE N 47°27'11" E A DISTANCE OF 377.70 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF GEORGIA INTERSTATE 16; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 48°41'30" E A DISTANCE OF 442.99 FEET TO A POINT; THENCE DEPARTING THE SOUTHERN RIGHT OF WAY LINE OF GEORGIA INTERSTATE 16 S 47°58'02" W A DISTANCE OF 394.77 FEET TO A POINT; THENCE S 48°08'57" W A DISTANCE OF 1327.97 FEET TO A POINT; THENCE N 56°26'56" W A DISTANCE OF 795.88 FEET TO A POINT; THENCE N 65°50'12" W A DISTANCE OF 100.15 FEET TO A POINT; THENCE N 33°33'04" E A DISTANCE OF 16.34 FEET TO A POINT; THENCE N 56°26'56" W A DISTANCE OF 998.01 FEET TO A POINT; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 539.47 FEET, A RADIUS OF 1100.00 FEET, A CHORD LENGTH OF 534.08 FEET, AND A CHORD BEARING N 42°23'57" W TO A POINT; THENCE N 28°20'57" W A DISTANCE OF 253.29 FEET TO A POINT ON
THE EASTERN RIGHT OF WAY LINE OF U.S. HIGHWAY 280, THE POINT OF BEGINNING, HAVING AN AREA OF 1,136,941 SQUARE FEET OR 26.10 ACRES.

MARTIN TRACT

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN 1380TH G.M. DISTRICT, BRYAN COUNTY, GEORGIA AND BEING SHOWN AS THE MARTIN TRACT ON THE BOUNDARY SURVEY PLAT PREPARED BY THOMAS & HUTTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF INTERSTATE 16 AND HIGHWAY 280; THENCE IN AN EASTERLY DIRECTION ALONG INTERSTATE 16 ± 9,200 FEET TO A 5/8" IRON REBAR, THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 16 WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 1623.80 FEET, A RADIUS OF 11309.20 FEET, A CHORD LENGTH OF 1622.41 FEET, AND A CHORD BEARING S 43°54'04" E TO A RIGHT OF WAY CONCRETE MONUMENT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 39°47'16" E A DISTANCE OF 605.08 FEET TO A RIGHT OF WAY CONCRETE MONUMENT; THENCE S 49°36'39" W A DISTANCE OF 287.47 FEET TO A ¾" IRON PIPE; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE WITH THE ARC OF A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 237.90 FEET, A RADIUS OF 2068.07 FEET, A CHORD LENGTH OF 237.77 FEET, AND A CHORD BEARING S 46°13'11" W TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 47°04'33" E A DISTANCE OF 20.00 FEET TO A POINT CONCRETE MONUMENT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 42°55'27" W A DISTANCE OF 241.47 FEET TO A CONCRETE MONUMENT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 47°04'33" E A DISTANCE OF 20.00 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 42°55'27" W A DISTANCE OF 149.65 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 47°04'33" E A DISTANCE OF 100.00 FEET TO A CONCRETE MONUMENT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 42°55'27" E A DISTANCE OF 199.73 FEET TO AN IRON PIPE; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 47°04'33" E A DISTANCE OF 20.00 FEET TO A CONCRETE MONUMENT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 42°55'27" E A DISTANCE OF 191.39 FEET TO A CONCRETE MONUMENT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 47°04'33" E A DISTANCE OF 20.00 FEET TO A CONCRETE MONUMENT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 217.20 FEET, A RADIUS OF 1888.07 FEET, A CHORD LENGTH OF 217.08 FEET, AND A CHORD BEARING N 46°13'11" E TO AN IRON PIPE; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE N 49°30'55" E A DISTANCE OF 109.01 FEET TO A POINT; THENCE S 58°59'58" E A DISTANCE OF 390.04 FEET TO A POINT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 39°46'19" E A DISTANCE OF 4293.41 FEET TO A RIGHT OF WAY CONCRETE MONUMENT; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 38°20'05" E A DISTANCE OF 398.70 FEET TO A RIGHT OF WAY CONCRETE MONUMENT; THENCE DEPARTING THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 16 S 20°32'12" E A DISTANCE OF 217.42 FEET TO A POINT ON
THE WESTERN RIGHT OF WAY LINE OF CUYLER ROAD; THENCE ALONG THE WESTERN RIGHT OF WAY LINE OF CUYLER ROAD S 08°42'12" W A DISTANCE OF 172.99 FEET TO A ¾" IRON PIPE; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 81°10'52" E A DISTANCE OF 35.00 FEET TO A ¾" IRON PIPE; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 09°35'44" W A DISTANCE OF 1474.91 FEET TO A ¾" IRON PIPE; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE WITH THE ARC OF A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 893.23 FEET, A RADIUS OF 567.59 FEET, A CHORD LENGTH OF 803.87 FEET, AND A CHORD BEARING S 35°09'25" E TO A ¾" IRON PIPE; THENCE ALONG THE AFORESAID RIGHT OF WAY LINE S 79°04'03" E A DISTANCE OF 97.47 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF SEABOARD AIRLINE; THENCE ALONG THE WESTERN RIGHT OF WAY LINE OF SEABOARD AIRLINE S 58°58'46" W A DISTANCE OF 2017.65 FEET TO A RAILROAD IRON; THENCE DEPARTING THE WESTERN RIGHT OF WAY LINE OF SEABOARD AIRLINE N 03°30'29" E A DISTANCE OF 1493.21 FEET TO A 1 ¼" IRON; THENCE N 85°47'13" W A DISTANCE OF 2134.07 FEET TO A RAILROAD IRON; THENCE N 01°41'47" E A DISTANCE OF 2038.77 FEET TO AN AXLE; THENCE S 89°04'02" W A DISTANCE OF 1130.07 FEET TO AN AXLE; THENCE S 50°15'06" W A DISTANCE OF 1648.66 FEET TO AN AXLE; THENCE S 56°56'41" W A DISTANCE OF 877.98 FEET TO AN AXLE; THENCE N 44°53'32" E A DISTANCE OF 569.63 FEET TO A POINT; THENCE N 44°53'32" E A DISTANCE OF 6.00 FEET TO AN AXLE IN THE RUN OF A BRANCH; THENCE ALONG THE RUN OF BRANCH N 74°53'18" W A DISTANCE OF 104.76 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 36°34'44" W A DISTANCE OF 67.36 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 85°54'57" W A DISTANCE OF 41.19 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 15°48'25" W A DISTANCE OF 103.86 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 09°42'38" W A DISTANCE OF 125.19 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 36°28'15" E A DISTANCE OF 83.38 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 03°39'15" W A DISTANCE OF 165.60 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 08°36'11" W A DISTANCE OF 97.85 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 08°21'38" E A DISTANCE OF 85.45 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 06°12'16" E A DISTANCE OF 58.36 FEET TO A POINT; THENCE N 15°16'55" W A DISTANCE OF 81.47 FEET TO AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY LINE OF JERNIGAN ROAD; THENCE DEPARTING THE SOUTHERN RIGHT OF WAY LINE OF JERNIGAN ROAD N 05°07'32" W A DISTANCE OF 43.01 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY LINE OF JERNIGAN ROAD; THENCE DEPARTING THE NORTHERN RIGHT OF WAY LINE OF JERNIGAN ROAD, ALONG THE RUN OF A BRANCH N 03°15'15" W A DISTANCE OF 54.63 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 41°15'36" W A DISTANCE OF 12.58 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 50°21'05" E A DISTANCE OF 24.60 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 69°45'08" E A DISTANCE OF 16.29 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 09°24'07" E A DISTANCE OF 13.52 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 13°17'05" E A DISTANCE OF 44.26 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 24°14'17" W A DISTANCE OF 24.17 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 04°02'11" E A DISTANCE OF 24.89 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 11°43'06" E A DISTANCE OF 54.27 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 30°32'24" E A DISTANCE OF 73.25 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N
50°26'33" W A DISTANCE OF 18.85 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 34°46'25" E A DISTANCE OF 20.59 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 07°15'08" W A DISTANCE OF 72.71 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 10°20'55" E A DISTANCE OF 18.45 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 21°44'06" W A DISTANCE OF 44.09 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 31°04'59" E A DISTANCE OF 113.58 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 17°08'37" E A DISTANCE OF 20.34 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 75°58'09" E A DISTANCE OF 27.39 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 05°13'15" E A DISTANCE OF 38.99 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH S 86°37'24" E A DISTANCE OF 11.22 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 12°57'56" W A DISTANCE OF 45.14 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 51°31'54" E A DISTANCE OF 24.65 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 09°11'10" W A DISTANCE OF 32.49 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH S 73°04'00" E A DISTANCE OF 35.53 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 11°14'33" W A DISTANCE OF 48.53 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 58°21'24" E A DISTANCE OF 14.83 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 42°11'27" E A DISTANCE OF 27.85 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 54°25'19" E A DISTANCE OF 25.01 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 23°03'14" W A DISTANCE OF 47.72 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH S 80°05'08" E A DISTANCE OF 37.78 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 54°03'00" E A DISTANCE OF 30.41 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 01°47'32" E A DISTANCE OF 42.54 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 28°25'00" W A DISTANCE OF 18.34 FEET TO A POINT; THENCE ALONG THE RUN OF BRANCH N 37°30'05" E A DISTANCE OF 54.73 FEET TO AN IRON REBAR; THENCE DEPARTING THE RUN OF BRANCH N 03°28'15" E A DISTANCE OF 2713.03 FEET TO AN IRON REBAR; THENCE N 38°59'27" E A DISTANCE OF 1524.30 FEET TO A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 16, THE POINT OF BEGINNING, HAVING AN AREA OF 28,640,155 SQUARE FEET OR 657.49 ACRES

MINGLEDORFF TRACT

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN 1380TH G.M. DISTRICT, BRYAN COUNTY, GEORGIA AND BEING SHOWN AS THE MARTIN TRACT ON THE BOUNDARY SURVEY PLAT PREPARED BY THOMAS & HUTTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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of 1493.21 FEET TO A 1 ¼" IRON; THENCE N 85°47'13" W A DISTANCE OF 2134.07 FEET 
TO A RAILROAD IRON, THE POINT OF BEGINNING; THENCE N 82°13'33" W A 
DISTANCE OF 1337.18 FEET TO A POINT; THENCE N 81°44'08" W A DISTANCE OF 394.02 
FEET TO A POINT; THENCE N 81°48'08" W A DISTANCE OF 1225.57 FEET TO A 1 ¼" 
IRON; THENCE N 21°01'24" W A DISTANCE OF 910.42 FEET TO AN AXLE; THENCE N 
44°53'37" W A DISTANCE OF 257.06 FEET TO AN AXLE; THENCE S 56°56'41" E A
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This map illustrates a general plan of the development which is for discussion purposes only. Does not limit or bind the ... counts shown above are approximate and may change. Values were provided by outside sources and have not been verified.

BRYAN COUNTY, GA
6/22/22

SAMWILKA, BUTLER, MOCK, MARTIN, & MINGLEDORFF TRACT

EXHIBIT A-1 - PROJECT SITE DEPICTION

www.thomasandhutton.com
50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405  •  912.234.5300

MARTIN TRACT - 
±277 HECTARES / ±685 ACRES TOTAL

MINGLEDORFF TRACT - 
±41 HECTARES / ±102 ACRES TOTAL

BUTLER TRACT - 
±543 HECTARES / ±1,342 ACRES TOTAL

SAMWILKA TRACT - 
±340 HECTARES / ±841 ACRES TOTAL

MOCK TRACT - 
±11 HECTARES / ±26 ACRES TOTAL

PROPOSED ACCESS EASEMENT

EXISTING RAIL
Exhibit “C”
Assessment Report
### Assessment Report

**Tax Year:**

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Staff Report

Subject: Payment to Savannah Harbor – Interstate 16 Corridor Joint Development Authority for Bryan County mega-site
Author: Tim Callanan, County Manager
Department: Administration
Meeting Date: 8/2/22
Item Description: Consideration to approve payment of $4,073,750 to the Savannah Harbor – Interstate 16 Join Development Authority for the Bryan County mega-site

Summary Recommendation:
Staff recommends approval to submit payment of $4,073,750 to the Joint Development Authority. This payment represents 50% of the total obligation to the Authority per the intergovernmental revenue sharing agreement.

Executive Summary:
Per the intergovernmental agreement between the counties of Bulloch, Chatham, and Effingham, the Savannah Harbor-Interstate 15 Corridor Joint Development Authority, Bryan County School District, Bryan County Board of Tax Assessors, and the Bryan County Tax Commissioner for revenue sharing related to the Bryan County mega-site, Effingham County is required to contribute $8,147,500 towards the mega-site project.

This payment of $4,073,750 represents half of the total contribution required for the project, and $4,000,000 of this payment was estimated and budgeted in advance for the FY 2023 budget. A budget amendment will be proposed to true-up the difference.

Background:
1. This payment is contingent upon approval of the intergovernmental revenue sharing agreement, being presented on 8/2/22.

Alternatives for Commission to Consider:
1. Approve payment to the Joint Development Authority.
2. Do not approve payment to the Joint Development Authority.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve payment to the Joint Development Authority.

Other Alternatives:
N/A
Department Review: (list departments)
County Manager, Finance

Funding Source:
General fund

Attachments:
Excerpts from the revenue sharing intergovernmental agreement
INTERGOVERNMENTAL CONTRACT
RE: REVENUE SHARING AGREEMENT

THIS INTERGOVERNMENTAL CONTRACT (“Contract”), made and entered into as of
the ___ day of __________________, 2022 by and between BRYAN COUNTY, GEORGIA, a
political subdivision of the State of Georgia, BULLOCH COUNTY, GEORGIA, a political
subdivision of the State of Georgia, CHATHAM COUNTY, GEORGIA, a political subdivision of
the State of Georgia, EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of
Georgia (collectively the “Counties”), the SAVANNAH HARBOR-INTERSTATE 16 CORRIDOR JOINT DEVELOPMENT AUTHORITY, a public body corporate and politic of the
State of Georgia (the “Authority”), BRYAN COUNTY SCHOOL DISTRICT, a public body
corporate and politic of the State of Georgia (the “School District”), BRYAN COUNTY BOARD
OF TAX ASSESSORS (the “BOA”), and BRYAN COUNTY TAX COMMISSIONER (the “Tax
Commissioner”).

WITNESSETH:

WHEREAS, in 2021, the Authority acquired an approximately 2,000-acre site located in
Bryan County consisting of three parcels which is referred to as the “Bryan County Mega-Site”
for the purpose of recruiting quality jobs and investment to the region; and

WHEREAS, to acquire the “Bryan County Mega-Site”, the Authority utilized a grant from
the State of Georgia and funds invested by Bryan County and Chatham County; and

WHEREAS, the Authority also has two additional tracts of land under contract which will
be added to the Bryan County Mega-site (together, the “Property”) for purposes of accommodating
construction of an electric vehicle manufacturing project referred to as “Project EA”; and

WHEREAS, each County has or will contribute funds to meet the local commitments
associated with Project EA; and

WHEREAS, the Authority and Counties desire to allocate ad valorem tax revenues
generated from Project EA as specified herein; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution authorizes,
among other things, any county, municipality, or other political subdivision of the State to contract
for a period not exceeding fifty years, with any other public agency, public corporation, or public
authority for joint services, for the provision of services, or for the provision or separate use of
facilities or equipment, provided that such contract deals with activities, services or facilities which
the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Article IX, Section IV, Paragraph IV of the Georgia Constitution authorizes
counties and municipalities to enter into contracts with other counties and municipalities for the
purpose of allocating the proceeds of ad valorem taxes assessed and collected on property located
in such county or municipality with such other counties or municipalities with which the assessing county or municipality has entered into agreements for the development of one or more regional facilities and the allocation of other revenues generated from such regional facilities, and that such contract shall provide for the manner of development, operation and management of the regional facility and the sharing of expenses among the contracting local governments and shall specify the method of allocation and the percentage of ad valorem taxes and other revenues to be allocated to each contracting local government; and

WHEREAS, the Parties desire to coordinate and clarify their roles and responsibilities pursuant to their obligations under O.C.G.A. §36-62-5.1 and §48-5-274 which were amended by House Bill 406 in 2019 to account for revenue sharing for joint development authorities.

NOW THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority, the Counties, the BOA, the Tax Commissioner and the School District HEREBY AGREE as follows:

1. The preamble and recitals above make up a part of the terms, conditions and provisions of this Contract.

2. This Contract shall become effective upon execution by all parties and shall expire on December 31, 2048.

3. Definitions
   a. Assessing BOA: The Bryan County Board of Tax Assessors is the Assessing BOA.
   b. Assessment Notices: Annual notices stating the assessed value of property sent to taxpayers.
   c. Assessment Report: The Assessment Report is a spreadsheet generated and distributed by the Assessing BOA to provide the property and value information needed for each County to accurately report values on their Tax Digest, generate assessment notices and tax bills as contemplated herein.
   d. Authority: The Authority referenced herein is the Savannah Harbor-Interstate 16 Corridor Joint Development Authority.
   e. Collecting Commissioner: The Tax Commissioner of Bryan County is the Collecting Commissioner.
   f. County Investment: The Counties have or will contribute funds toward property acquisition and certain infrastructure required to support Project EA as estimated on Exhibit “A” which are follows:
a. Bryan County $19,647,500.00 ; Bulloch County $8,147,500.00; Chatham County $17,147,500.00; Effingham County $8,147,500.00.

g. House Bill 406: HB 406, effective as of May 7, 2019, amended O.C.G.A. § 36-62-5.1 and O.C.G.A. § 48-5-274 to create reporting requirements for the Authority and establish the process for Counties to report shared tax values on their individual tax digests.

h. Millage Rate: Bryan County’s millage rate shall be used to calculate real and personal property ad valorem taxes on the Property.

i. Other Revenues: Other Revenues are revenues generated from the Authority’s activities including but not limited to, sales of land, leases of land, sales or leases of personalty, sales of timber or other resources and fees in addition to bond fees or funds specifically allocated to the Authority by grant or otherwise for purposes of carrying out Project EA.

j. Payout Percentage: The percentage amounts each County will be paid. The Phases of Payout Percentages herein were derived based on the share of costs contributed by each County as estimated on Exhibit “A” attached hereto and incorporated herein by reference.

k. Phase-In Lease Valuation Structure: Tax abatement structure where a lease valuation schedule determines the percentage of taxes paid by a company each year for a certain number of years until the percentage reaches 100%.

l. Phase I Payout Percentages: Each County shall receive the below percentage of annual ad valorem tax revenues generated and collected on the Property for tax year 2026.
   a. The Phase I payout percentages are: Bryan County 50%; Bulloch County 0%; Chatham County 50%; Effingham County 0%.

m. Phase II Payout Percentages: Each County shall receive the below percentage of annual ad valorem tax revenues generated and collected on the Property for tax year 2027.
   a. The Phase II payout percentages are: Bryan County 36.04%; Bulloch County 0%; Chatham County 22.07%; Effingham County 41.89%.

n. Phase III Payout Percentages: Each County shall receive the below percentage of annual ad valorem tax revenues generated and collected on the Property in 2028.
   a. The Phase III payout percentages are: Bryan County 30.32%; Bulloch County 23.14%; Chatham County 23.14%; Effingham County 23.40%.

o. Phase IV Payout Percentages: Each County shall receive the below percentage of annual ad valorem tax revenues generated and collected on the Property in tax year 2029.
   a. The Phase IV payout percentages are Bryan County 32.47%; Bulloch County 32.47%; Chatham County 32.47%; Effingham County 2.59%.

p. Phase V Payout Percentages: Each County shall receive the below percentage of annual ad valorem tax revenues generated and collected on the Property in tax year 2030.
   a. The Phase V payout percentages are Bryan County 41.72%; Bulloch County 25.06%; Chatham County 27.23%; Effingham County 5.99%.

q. Phase VI Payout Percentages: Each County shall receive the below percentage of annual ad valorem tax revenues generated and collected on the Property in tax years 2031 through 2048.
Staff Report

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

Author: Teresa Concannon, AICP, Planning & Zoning Manager

Department: Development Services

Meeting Date: August 2, 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 twenty-one (21) days, while the county considers changes to its zoning ordinance.

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

Executive Summary/Background:

- As a part of planning, zoning, and growth management, the Board of Commissioners of Effingham County has been reviewing the County’s Comprehensive Plan and the Zoning Ordinance, and has studied the County’s best estimates of the type of development that can be anticipated within the unincorporated areas.

- The Board of Commissioners is committed to growth management that promotes health, safety, morals, aesthetics and the general welfare of the citizens of Effingham County. This includes management of congestion on County roads, security of the public from crime and other dangers, promotion of health and general welfare of residents, and protection of the aesthetic qualities of the County including access to air and light.

- The County is experiencing development pressures that include an increasing number of applications to rezone land for multi-family housing 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 of Commissioners voted to place a moratorium for ninety (90) days. Additional time is needed to allow for adequate review of the draft zoning ordinance language.

Alternatives for Commission to Consider
1 – Approve the resolution to extend a moratorium on rezoning land for R-3 multifamily and R-6 single family development for twenty-one (21) days, ending September 6, 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
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 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 September 6, 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 September 6, 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 AUGUST, 2022.

BOARD OF COMMISSIONERS OF EFFINGHAM, COUNTY, GEORGIA

___________________________________
WESLEY CORBITT, CHAIRMAN

ATTEST:

___________________________________
STEPHANIE JOHNSON, CLERK

[COUNTY SEAL]
STATE OF GEORGIA  
EFFINGHAM COUNTY  

RESOLUTION NO. 022-026
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:

STEFANIE JOHNSON, COUNTY CLERK
Staff Report

Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022

Item Description: Gloria Sheppard requests to rezone 2 of 46.99 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 2306 Sandhill Road. Map# 300 Parcel# 6

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2 acres from AR-1 to AR-2 to allow for the creation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to create a 2-acre home site for a family member, and create a minor subdivision for estate planning purposes.
- As the proposed home site will be less than 5 acres, it does not meet the minimum size requirement for AR-1, and must be rezoned.
- At the July 18, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request to rezone 2 of 46.99 acres from AR-1 to AR-2, with the follow conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request to rezone 2 acres from AR-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 2 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: 5-20-22

Applicant/Agent: Gloria Sheppard
Applicant Email Address: GloriaSheppard750@gmail.com
Phone #: 912-657-5877

Applicant Mailing Address: 2306 Sand Hill Rd.
City: Clyattville State: GA Zip Code: 31312

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

Owner’s Email Address (if known): GloriaSheppard750@gmail.com
Phone #

Owner’s Mailing Address:
City: State: Zip Code:

Property Location: 2306 Sand Hill Rd.
Proposed Road Access: Sand Hill Rd.

Present Zoning of Property: AR-1 Proposed Zoning:

Tax Map-Parcel # 300-40 Total Acres: 4.95 Acres to be Rezoned: 2

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 South East West
1. Describe the current use of the property you wish to rezone.
   
   Home site

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.
   
   Home site

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

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?
   
   N/A

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: David Sheppard  Date: 5/20/22
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

10/30/1994,
on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 420, page 670.

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:

Chelsie Fernando

Rev 01132022 335
STATE OF GEORGIA  
COUNTY OF EFFINGHAM  

QUITCLAIM DEED  

THIS INDENTURE, made this 30th day of October, 1996, between RABURN H. SHEPPARD, of Effingham County, State of Georgia, as party of the first part, hereinafter called Grantor, and GLORIA G. SHEPPARD, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLARS, and other good and valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, release, convey and forever QUITCLAIM unto the said Grantee, his heirs, executors, administrators and assigns, all of his right, title, and interest in and to the following described property, to wit:

ALL that certain tract or parcel of land lying and being in the 1559th G.M. District, Effingham County, Georgia, consisting of 50 acres, more or less, and being a subdivision of lands of Rayburn Henry Sheppard, as shown on a plat of a survey made for Gloria Sheppard by Warren E. Poythress, dated October 14, 1996, and recorded in Plat Book ______ Page ______ Effingham County Records, reference to said plat of survey being hereby had for descriptive and all other purposes.

TO HAVE AND TO HOLD the said described premises unto said Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

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

[Signature]

RABURN H. SHEPPARD

Signed, sealed and delivered in the presence of:

[Signature]

WITNESS

[Seal]

N.P. SEAL

HOMER BAKER
Notary Public, Effingham County, Ga.
My Commission Expires Apr. 2, 1999
10-30-96
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Gloria Sheppard
2306 Sandhill Rd
Pin: 300-6
Total Acres: 45 Acres to be rezoned: 2.0

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
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 Gloria Sheppard – (Map # 300 Parcel # 6) from AR-1 to AR-2 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
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 Gloria Sheppard – (Map # 300 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 Gloria Sheppard – (Map # 300 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 [x] DISAPPROVAL ___

Of the rezoning request by applicant Gloria Sheppard – (Map # 300 Parcel # 6) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022
Item Description: Gloria Sheppard requests to rezone 2 of 46.99 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 2306 Sandhill Road. Map# 300 Parcel# 6

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2 acres from AR-1 to AR-2 to allow for the creation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to create a 2-acre home site for a family member, and create a minor subdivision for estate planning purposes.
- As the proposed home site will be less than 5 acres, it does not meet the minimum size requirement for AR-1, and must be rezoned.
- At the July 18, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request to rezone 2 of 46.99 acres from AR-1 to AR-2, with the follow conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request to rezone 2 acres from AR-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 2 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. 300-6
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 300-6

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 GLORIA SHEPPARD has filed an application to rezone two (2) +/- acres; from AR-1 to AR-2 to allow for the creation of a home site; map and parcel number 300-6, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 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 June 29, 2022; and

IT IS HEREBY ORDAINED THAT two (2) +/- acres; map and parcel number 300-6, located in the 1st commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ________________
WESLEY CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: _____________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022

Item Description: Etheridge Dasher requests to rezone 2 acres from AR-1 to AR-2 to allow for future recombination with an adjacent parcel. Located on 4224 Highway 17 South. Map# 326 Parcel# 15

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2 acres from AR-1 to AR-2 to allow for future recombination with an adjacent parcel. Located on 4224 Highway 17 South, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to divide a 2-acre parcel to separate a 1-acre home site and recombine the remaining 1-acre with an adjacent AR-2 parcel.
- The parcel is a non-conforming 2-acre AR-1 parcel, and must be rezoned due to size, as well as the applicant’s intention to combine a portion with an existing AR-2 parcel.
- At the July 18, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request to rezone 2 acres from AR-1 to AR-2, with the follow conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request to rezone 2 acres from AR-1 to AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

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

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 06.10.2022

Applicant/Agent: Etheridge Dasher

Applicant Email Address: dashersup@planters.net

Phone #: 912.596.5435

Applicant Mailing Address: 4224 Hwy 17 South

Guyton Ga 31312

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

Owner’s Email Address (if known):

Phone #: __________________________

Owner’s Mailing Address: __________________________

Property Location: 4224 Hwy 17 South

Proposed Road Access: Hwy 17 South


Tax Map-Parcel #3210-15 Total Acres: 2 Acres to be Rezoned: 2

Lot Characteristics: __________________________

WATER

☑️ Private Well

☐ Public Water System

SEWER

☑️ Private Septic System

☐ Public Sewer System

If public, name of supplier: __________________________

Justification for Rezoning Amendment: Lot does not meet minimum acreage for AR-1 and is to be combined with adjacent AR-2.

List the zoning of the other property in the vicinity of the property you wish to rezone: North _______ South _______ East _______ West _______
1. Describe the current use of the property you wish to rezone.
   **Residence**

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.
   **home sites for children**

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

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

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   **NO**

Applicant Signature: [Signature]
Date: 10/10/2022
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

11/17/1977, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 12 page 34.

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 22nd day of October, 2021.

Kathleen Erin Dunnigan
Notary Public, State of Georgia

Rev 05052021 352
AUTHORIZATION OF PROPERTY OWNER

I, Etheridge A. Dasher, 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: Karen Dasher

Applicant/Agent Address: 4224 Hwy 17 South

City: Guyton State: GA Zip Code: 31312

Phone: 912-596-1591 Email:

Owner's signature: Etheridge A. Dasher

Print Name: Etheridge A. Dasher

Personally appeared before me Etheridge A. Dasher (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 22nd day of October, 2001.

Kathleen Erin Dunnigan
Notary Public, State of Georgia
DEED OF GIFT FROM FRANK W. DASHER
TO ETHERIDGE A. DASHER

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 17th day of November in the year of our
Lord One Thousand Nine Hundred and seventy-seven between FRANK W. DASHER of the
FIRST PART, and ETHERIDGE A. DASHER of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consid-
eration of the natural love and affection he has for his son, the said SECOND
PARTY herein, has granted, given, conveyed and confirmed and by these presents
does grant, give, convey and confirm unto the said party of the SECOND PART,
his heirs and assigns, all of the following described property, to-wit:

All that certain tract or parcel of land situate, lying and being in
the 159th G.N. District of Effingham County, Georgia, containing Two (2)
acres, more or less, and being bounded on the northeast by lands of Frank
W. Dasher on which it has a frontage of 210 feet; on the southeast by lands
of Frank W. Dasher on which it has a frontage of 410 feet; on the southwest
by lands of Frank W. Dasher on which it has a frontage of 210 feet, and on
the northwest by lands of Frank W. Dasher on which it has a frontage of
410 feet.

Express reference is hereby made to a plat of said land made by
Roger A. Dzier, Registered Land Surveyor #10210, dated November, 1977,
recorded in the office of the Clerk of Superior Court of Effingham County,
Georgia, in Plat Record Book 12, page 34, for better determining
the metes and bounds of said lands herein conveyed.

ALSO: A right-of-way easement for a road over and across a thirty
(30) foot wide strip of land leading from the above described property
over and across lands of Frank W. Dasher to a point where it intersects
with Georgia State Highway Number 17 as shown on the above described plat,
express reference being made thereto for all purposes hereof.

TO HAVE AND TO HOLD the said above granted and described property,
with all and singular the rights, members and appurtenances thereunto apper-
taining to the only proper use, benefit and behoof of the said party of the
SECOND PART, his heirs, executors, administrators and assigns, in FEE-SIMPLE.

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

FRANK W. DASHER (SEAL)

Signed, sealed and delivered in
presence of us, the day and year
above written.

M.E. BECKWITH
Notary Public

RECORDED JANUARY 23, 1978

354
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Etheridge Dasher
4224 Hwy 17 South
Pin: 326-15
Total Acres: 2.0 Acres to be rezoned: 2.0

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
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
4224 HWY 17 SOUTH
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 Etheridge Dasher - (Map # 326 Parcel # 15) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL

Of the rezoning request by applicant Etheridge Dasher – (Map # 326 Parcel # 15) 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 **Etheridge Dasher** – (Map # 326 Parcel # 15) from **AR-1** to **AR-2** zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – July 18, 2022

[Signature]
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 Etheridge Dasher – (Map # 326 Parcel # 15) from AR-1 to AR-2 zoning.

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

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

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

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

Yes [x]  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 [x]  6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

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

Yes [x]  No [ ]  8. Do other conditions affect the property so as to support a decision against the proposal?
Staff Report

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

Item Description: Etheridge Dasher requests to rezone 2 acres from AR-1 to AR-2 to allow for future recombination with an adjacent parcel. Located on 4224 Highway 17 South. Map# 326 Parcel# 15

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2 acres from AR-1 to AR-2 to allow for future recombination with an adjacent parcel. Located on 4224 Highway 17 South, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to divide a 2-acre parcel to separate a 1-acre home site and recombine the remaining 1-acre with an adjacent AR-2 parcel.
- The parcel is a non-conforming 2-acre AR-1 parcel, and must be rezoned due to size, as well as the applicant’s intention to combine a portion with an existing AR-2 parcel.
- At the July 18, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request to rezone 2 acres from AR-1 to AR-2, with the follow conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request to rezone 2 acres from AR-1 to AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

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

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services
Attachments: 1. Zoning Map Amendment

FUNDING: N/A
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 326-15
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 326-15
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 ETHRIDGE DASHER has filed an application to rezone two (2) +/- acres; from AR-1 to AR-2 to allow for the creation of a home site; map and parcel number 326-15, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 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 June 29, 2022; and

IT IS HEREBY ORDAINED THAT two (2) +/- acres; map and parcel number 326-15, located in the 1st commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

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

This _____ day of ________________, 20__

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: WESLEY CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: ____________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022

Item Description: TPHC, Inc. as Agent for Nancy Gordon requests to rezone 7.88 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 295 North Magnolia Drive. Map# 328 Parcel# 2

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 7.88 acres from AR-1 to AR-2 to allow for the creation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide a new homesite, and create a minor subdivision.
- The new parcels are all less than 5 acres each, and therefore must be rezoned to AR-2.
- At the July 18, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request to rezone 7.88 acres from AR-1 to AR-2, with the follow conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve the request to rezone 7.88 acres from AR-1 to AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 7.88 acres from AR-1 to AR-2.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

ATTACHMENT A - REZONING AMENDMENT APPLICATION

Application Date: ________________

Applicant/Agent: Hampton Lee w/ TPHC, Inc.

Applicant Email Address: hampton@TPhousingCenter.com

Phone # 912-293-6158

Applicant Mailing Address: 5260 Hwy 280 W

City: Claxton State: GA Zip Code: 30417

Property Owner, if different from above: Nancy Gordon

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): ____________________________

Phone # 912-547-8306

Owner’s Mailing Address: PO Box 214

City: Eden State: GA Zip Code: 31307

Property Location: 295 N Magnolia Dr.

Proposed Road Access: ____________________________


Tax Map-Parcel # 03280002 Total Acres: 7.88 Acres to be Rezoned: 2.19 7.88

Lot Characteristics: ____________________________

WATER

✓ Private Well

____ Public Water System

If public, name of supplier: ____________________________

SEWER

✓ Private Septic System

____ Public Sewer System

Justification for Rezoning Amendment: New family residence

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

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

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

   **Residential**

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

   **No**

3. Describe the use that you propose to make of the land after rezoning.

   **Residential**

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

   **Residential**

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

   The 200 acres being cut out is being used for a mortgage to place family on the parcel. (Some section-lots are future home site)

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

   **No**

Applicant Signature: ___________________________ Date 5-11-22
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

02/08/2022, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2762 page 182.

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

Owner’s signature ________________________________
Print Name ________________________________

Owner’s signature ________________________________
Print Name ________________________________

Owner’s signature ________________________________
Print Name ________________________________

Sworn and subscribed before me this 11th day of May, 2022.

Notary Public, State of Georgia

Rev 01132022
AUTHORIZATION OF PROPERTY OWNER

I, _______ Nancy C. Gordon _________, 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: Hampton Lee w/ TPHC, Inc.
Applicant/Agent Address: 5260 Hwy 280 W
City: Claxton State: GA Zip Code: 30417
Phone: 912-293-6158 Email: hampton@TPHousingCenter.com

Owner’s signature: Nancy C. Gordon
Print Name: Nancy C. Gordon

Personally appeared before me Nancy C. Gordon (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 May, 2022.

Notary Public, State of Georgia
QUITCLAIM DEED

COUNTY OF EFFINGHAM

STATE OF GEORGIA

THIS INDENTURE, Made the 8th day of February, 2022 between NANCY C. WILLIAMS nka NANCY C. GORDON the FIRST PARTY, and NANCY C. GORDON the SECOND PARTY.

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten dollars ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby bargain, sell, and by these presents, release, and forever QUITCLAIM to the SECOND PARTY, her heirs, executors, administrators and assigns, all the right, title, interest, claim, options and demands, which the said FIRST PARTY has or may have in and to the following real estate, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 1559th O.M. District of Effingham County, Georgia, containing Five and Ninety-nine Hundredths (5.99) acres, more or less, and being known and designated as Parcel One (1), as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the Northwest by lands of the University of Georgia; on the East by land of James Andrews; on the South and Southeast by Magnolia Drive; and on the West and on the South by lands of Wayne Brandley.

ALSO, ALL that certain tract or parcel of land situate, lying and being in the 1559th O.M. District of Effingham County, Georgia, containing Two and Nineteen Hundredths (2.19) acres, more or less, and being known and designated as Parcel Two (2), as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the Northeast by Magnolia Drive; on the Southeast by lands of Hammond and by lands now or formerly of Pevey; and on the South by lands of Pevey.

Express reference is hereby made to the plat of said lands made by Adolph N. Michelle, R.L.S. #1323, dated April 9, 2019 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Book 26, Page 536, for better determining the metes and bounds of said lands herein conveyed.

This being the same property conveyed by Quitclaim Deed from Charles E. Williams to Charles E. Williams and Nancy C. Williams by Deed dated May 31, 2019 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, 2528, Page 27.

The said Charles E. Williams departed this life on March 19, 2020 and his Will has been probated in the Effingham County Probate Court.

SUBJECT to restrictive covenants and easements of record.

SCRIBER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.

TO HAVE AND TO HOLD the said described real estate to the said SECOND PARTY so that neither the FIRST PARTY nor his heirs, executors, administrators or assigns, nor any person claiming under them shall at any time, by any means, have claim or demand or right 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.

[Signature]
NANCY C. GORDON
[Signature]
Formerly NANCY C. WILLIAMS

Signed, sealed and delivered
in the presence of:

[Signature]
Lindsley B. Martin
Official Witness, Rotary Public
6/2/2022

Effingham County Zoning Board  
Springfield, GA 31329

Re: Rezoning Amendment  
Hampton Lee  
295 N Magnolia Drive Eden, GA 31307  
Pin: 328-2  
Total Acres: 7.88 Acres to be rezoned: 7.88

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. EPD Verification of public water source.
4. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
5. 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 XV. 5.

1" inch = 100' feet
NOTE: SUBJECT PROPERTY IS A DIVISION OF MAP & PARCEL 328-02 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE.

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP EFFINGHAM COUNTY, GEORGIA REFERENCE THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 5/16/2015. THIS PROPERTY IS LOCATED IN "ZONE X" (OUTSIDE THE 100 YEAR FLOODPLANK)

SURVEYORS CERTIFICATION

This is a certified copy of an original survey prepared at time and labor of the person preparing same, and is subject to any errors or omissions on the part of said person. The undersigned, and every person who signs this document, swears and affirms that this document contains a true and correct description of any legal description of property, herein described. This is a true and correct copy of an original survey made by the person(s) whose names appear thereon, and that said person(s) is/are duly licensed or registered to practice as a Surveyor in the State of Georgia. This survey, and all maps and notes are to the best of the knowledge and belief of the person(s) whose names appear thereon, true and correct copies of the original documents. No copies of any maps or notes have been made for the purpose of this survey.

SURVEY FOR CHARLES E. & NANCY C. WILLIAMS
SURVEY OF 7.88 ACRES DIVIDED INTO TWO PARCELS LOCATED IN THE 1559TH. G.M.D. EFFINGHAM COUNTY, GEORGIA SURVEYED 04 APR 2010 PLAT DRAWN 09 APR 2019

LEGEND
RF 1/4 REBAR FOUND
RS 1/4 REBAR SET
PL PROPERTY LINE
GUTT CORN MON FOUND
N/F NO MON OF PROPERTY
PP POWER POLE
EQUIP USED TOTAL STATION TOPCON 303
ERROR OF CLOSURE 1/24000 PLAT NOT ADJUSTED

ADOLPH N. MICHELIAS & ASSO.
136 SANDY RIDGE ROAD
SYLVAHIA, GEORGIA 30467
PH: 912.633.3772

328-01 N/F WAYNE BRANTLEY
328-02 N/F CHARLES E. WILLIAMS 5.69 ACRES
328-03 N/F JAMES ANDREWS
328-07 N/F VAUGHN HAMMOND
328-13 N/F LESLIE PENNY

REFERENCES
PB-10 PAGE 37 DEED BK 1826 PG 270
PB-12 PAGE 237 DEED BK 1826 PG 570
PB-1 Page 231 DEED BK 226 PG 113
PB-16 PAGE 191 DEED BK 226 PG 530
PCAB-03 DEED BK 226 PG 143
PCAB-03 DEED BK 226 PG 350

SCALE: 1" = 200'

 chevron 350 APR 2019

1/1
This survey was made without benefit of a life search.
This plat is subject to all recorded easements and
restrictions.
This plat is valid only for the person or persons named herein.
According to the P.F.M.A. map this property is not located in a flood hazard area.
Equipment used: Topcon ES-100 and Carlson Software

As required by Georgia Law 48 of H.C.C.O.A. Section 51-10-7, this plat has been prepared by a land surveyor and approved by all applicable local governmental authorities having jurisdiction by signed legal instruments under seal, or by notaries public. Such approval of certification should be verified with the appropriate governmental authority for any permits or approval granted by any person. The undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in accordance with the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and is set forth in Title 24, Chapter 13 of the Official Code of Georgia Annotated.

The University of Georgia Foundation
DB 453 - 410

N 61°49'13"E 781.43'

The field data upon which this map or plat is based has a

The survey was made without benefit of a life search.
This plat is subject to all recorded easements and
restrictions.
This plat is valid only for the person or persons named herein.
According to the P.F.M.A. map this property is not located in a flood hazard area.
Equipment used: Topcon ES-100 and Carlson Software

As required by Georgia Law 48 of H.C.C.O.A. Section 51-10-7, this plat has been prepared by a land surveyor and approved by all applicable local governmental authorities having jurisdiction by signed legal instruments under seal, or by notaries public. Such approval of certification should be verified with the appropriate governmental authority for any permits or approval granted by any person. The undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in accordance with the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and is set forth in Title 24, Chapter 13 of the Official Code of Georgia Annotated.

Survey Date: 5/4/2002
File Date: 5/8/2002
Survey No:
Sindey & Nancy Gordon
2.00 Acres
15501h Georgia Millie District
Effingham County, Georgia

Pirkle & Associates Surveying Inc.
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 TPHC, Inc. as Agent for Nancy Gordon – (Map # 328 Parcel # 2) from AR-1 to AR-2 zoning.

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

Yes  No  2. Could the proposed zoning allow use that overloads either existing or proposed 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 TPHC, Inc. as Agent for Nancy Gordon – (Map # 328 Parcel # 2) 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 TPHC, Inc. as Agent for Nancy Gordon – (Map # 328 Parcel # 2) 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 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 – July 18, 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 TPHC, Inc. as Agent for Nancy Gordon – (Map # 328 Parcel # 2) from AR-1 to AR-2 zoning.

1. Is this proposal inconsistent with the county’s master plan?

2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

7. Are nearby residents opposed to the proposed zoning change?

8. Do other conditions affect the property so as to support a decision against the proposal?
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022
Item Description: TPHC, Inc. as Agent for Nancy Gordon requests to rezone 7.88 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 295 North Magnolia Drive. Map# 328 Parcel# 2

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 7.88 acres from AR-1 to AR-2 to allow for the creation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide a new homesite, and create a minor subdivision.
- The new parcels are all less than 5 acres each, and therefore must be rezoned to AR-2.
- At the July 18, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request to rezone 7.88 acres from AR-1 to AR-2, with the follow conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve the request to rezone 7.88 acres from AR-1 to AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 7.88 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. 328-2
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 328-2

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 TPHC, INC. AS AGENT FOR NANCY GORDON has filed an application to rezone seven and eight-eight hundredth (7.88) +/- acres; from AR-1 to AR-2 to allow for the creation of a home site; map and parcel number 328-2, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 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 June 29, 2022; and

IT IS HEREBY ORDAINED THAT seven and eighty-eight hundredth (7.88) +/- acres; map and parcel number 328-2, located in the 2nd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: ____________________________
FIRST/SECOND READING: ______________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022

Item Description: Lynn Jean Grimes requests to rezone 2.33 of 9.43 acres from AR-1 to AR-2 to allow for the separation of a home site. Located at 1411 Goshen Road. Map# 451 Parcel# 24

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2.33 of 9.43 acres from AR-1 to AR-2 to allow for the separation of a home site. Located at 1411 Goshen Road, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to create a homesite for a family member.
- As the proposed home site will be less than 5 acres, it does not meet the minimum size requirement for AR-1, and must be rezoned.
- At the July 18, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 2.33 of 9.43 acres from AR-1 to AR-2, with the follow conditions:
  1. The lot shall meet the requirements of the AR-1 and AR-2 zoning district.
  2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives
1. Approve the request to rezone 2.33 of 9.43 acres from AR-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the AR-1 and AR-2 zoning districts.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
2. Deny the request to rezone 2.33 of 9.43 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

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

Application Date: May 9, 2022

Applicant/Agent: Lynn Jean Grimes

Applicant Email Address: jgjrjg53@yahoo.com

Phone # 912 675-6038

Applicant Mailing Address: 1411 Goshen Rd

City: Rincon State: GA Zip Code: 31326

Property Owner, if different from above: N/A

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known):

Phone #

Owner’s Mailing Address:

City: State: Zip Code:

Property Location: 1411 Goshen Rd

Proposed Road Access: Private driveway off Goshen Rd

Present Zoning of Property: AR1 Proposed Zoning: AR2

Tax Map-Parcel #04510024 Total Acres: 9.43 Acres to be Rezoned: 2.33

Lot Characteristics: Home and Mobile Home on property with pond and inground pool.

WATER

X Private Well

Public Water System

SEWER

X Private Septic System

Public Sewer System

If public, name of supplier:

Justification for Rezoning Amendment: To build another residence

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

North South East West
1. Describe the current use of the property you wish to rezone.
   My Residence

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   No

3. Describe the use that you propose to make of the land after rezoning.
   To build another residence, new home

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

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

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: Lyna Jean Shene   Date: May 9, 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

Lynn Jean Grimes

file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2582 page 416-417.

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: Lynn Jean Grimes
Print Name: Lynn Jean Grimes

Owner's signature: __________________________
Print Name: __________________________

Owner's signature: __________________________
Print Name: __________________________

Sworn and subscribed before me this 15th day of May, 2022.

Debra J. Scott
Notary Public, State of Georgia

DEBRA J SCOTT NOTARY:
EXPIRES GEORGIA
PUBLIC Apr. 19, 2025 BULLOCK COUNTY
STATE OF GEORGIA

COUNTY OF CHATHAM

ASSENT TO DEVISE

THIS Assent to Devise made this 19th day of March, 2020, by MARK USHER GORDON, as Executor of the Last Will and Testament of HAZEL W. GORDON, deceased, of Effingham County, Georgia, hereinafter called the Party of the First Part and LYNN JEAN GRIMES, hereinafter called the Party of the Second Part.

WITNESSETH

WHEREAS, HAZEL W. GORDON, late of Effingham County, Georgia, departed this life in Effingham County, Georgia, on October 29, 2016, after having made and published her Last Will and Testament dated May 30, 2000; and

WHEREAS, said Will was probated in Solemn Form in the Probate Court of Effingham County, Georgia on the 13th day of March, 2017; and

WHEREAS, MARK USHER GORDON, was named as Executor of said HAZEL W. GORDON’S Last Will and Testament on March 13, 2017; and

WHEREAS, in Item 6 (e) (2) (Item iii) of said Will, the Testator bequeathed and devised to LYNN JEAN GRIMES the property known as 1411 Goshen Road, Rincon, Georgia together with the 9.4 acres more or less on which it is situated, to be hers absolutely and in Fee Simple; and

WHEREAS, the Testator died seized and possessed of the hereinafter described property located in Effingham County, Georgia; and

WHEREAS, all the just debts of the Estate of HAZEL W. GORDON have been paid in full; and

WHEREAS, the Executor does now wish to assent to the devise.

NOW, THEREFORE, the said Party of the First Part as Executor as aforesaid, does assent to the devise to the Party of the Second Part, her heirs, executors, administrators and assigns, the
following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing Nine and four-tenths (9.4) acres, more or less, and being bounded on the Northeast by lands of James S. and Reatha J. Gladin; on the Southeast by lands of Youth Museum, Inc., on the Southwest by lands of J. H. and Laura Andrews and on the Northwest by Goshen Road.

Express reference is hereby made to a plat of said lands made by Paul Weitman, County Surveyor, dated January 23, 1971, and recorded in the office of the Clerk of Superior Court of Effingham County, Georgia, in Map Book 6, page 36, for better determining the metes and bounds of said lands.

This being the same property conveyed to Hazel W. Gordon via Warranty Deed from Gene Gordon dated December 2, 1973 and recorded in Deed Book 187, Page 478, Effingham County Records.

Said property known under the present system of numbering in the City of Rincon as 14:1 Goshen Road, Rincon, Georgia, with property identification number 04510024.

IN WITNESS WHEREOF, the said Party of the First Part, as Executor, has hereunto set his hand and seal on the day and year first above-written as the date hereof.

MARK USHER GORDON, Executor of the Last Will and Testament of HAZEL W. GORDON, Deceased.

Signed, Sealed & Delivered this 19th day of March, 2020 in the presence of:

CATHY RUHL
NOTARY PUBLIC
Chatham County
State of Georgia
My Comm. Expires Mar. 22, 2022
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Lynn Jean Grimes
1411 Goshen Road
Pin: 451-24
Total Acres: 9.43 Acres to be rezoned: 2.33

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
1411 GOSHEN ROAD
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ____________ DISAPPROVAL ______

Of the rezoning request by applicant Lynn Jean Grimes – (Map # 451 Parcel # 24) 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 Lynn Jean Grimes – (Map # 451 Parcel # 24) 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 Lynn Jean Grimes – (Map # 451 Parcel # 24) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – July 18, 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 Lynn Jean Grimes – (Map # 451 Parcel # 24) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

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

Item Description: Lynn Jean Grimes requests to rezone 2.33 of 9.43 acres from AR-1 to AR-2 to allow for the separation of a home site. Located at 1411 Goshen Road. Map# 451 Parcel# 24

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2.33 of 9.43 acres from AR-1 to AR-2 to allow for the separation of a home site. Located at 1411 Goshen Road, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to create a home site for a family member.
- As the proposed home site will be less than 5 acres, it does not meet the minimum size requirement for AR-1, and must be rezoned.
- At the July 18, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 2.33 of 9.43 acres from AR-1 to AR-2, with the following conditions:
  1. The lot shall meet the requirements of the AR-1 and AR-2 zoning district.
  2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives
1. Approve the request to rezone 2.33 of 9.43 acres from AR-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the AR-1 and AR-2 zoning districts.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
2. Deny the request to rezone 2.33 of 9.43 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. 451-24

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 451-24

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 LYNN JEAN GRIMES has filed an application to rezone two and thirty-three hundredth (2.33) +/- acres; from AR-1 to AR-2 to allow for the separation of a home site; map and parcel number 451-24, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 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 June 29, 2022; and

IT IS HEREBY ORDAINED THAT two and thirty-three hundredth (2.33) +/- acres; map and parcel number 451-24, located in the 2nd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-1 and AR-2 zoning district.
2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

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

This _____ day of ________________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: __________________________
FIRST/SECOND READING: ____________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022

Item Description: Bobby Lee Dotson & Ambrea Audrayana Dotson as Agents for Robbie Lee & Helen Roper request to rezone 1.83 of 20.18 acres from AR-1 to AR-2, to allow for the creation of a home site. Located at 896 Egypt Ardmore Road. Map# 245 Parcel# 13

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 1.83 of 20.18 acres from AR-1 to AR-2, to allow for the creation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- As the proposed home site will be less than 5 acres, it does not meet the minimum size requirement for AR-1, and must be rezoned.
- At the July 18, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 1.83 of 20.18 acres from AR-1 to AR-2, with the following conditions:
  1. The lot shall meet the requirements of the AR-1 and AR-2 zoning district.
  2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve the request to rezone 1.83 of 20.18 acres from AR-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the AR-1 and AR-2 zoning districts.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 1.83 of 20.18 acres from AR-1 to AR-2

Recommended Alternative: 1
Other Alternatives: 2

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

Application Date: ____________________

Applicant/Agent: Bobby Lee Dotson

Applicant Email Address: bobbydotson310@gmail.com

Phone # 912-844-2736

Applicant Mailing Address: 100 Lord Effingham Dr

City: Rincon State: GA Zip Code: 31326

Property Owner, if different from above: Robbie Lee & Helen RoPer

Owner’s Email Address (if known): ____________________

Phone # 912-656-6938

Owner’s Mailing Address: 896 Egypt Ardmore Rd

City: Springfield State: GA Zip Code: 31329

Property Location: Effingham County GA

Proposed Road Access: Easement


Tax Map-Parcel # 245-13 Total Acres: 20.18 Acres to be Rezoned: 1.83

Lot Characteristics: Grossly wooded with some trees

WATER

✓ Private Well

____ Public Water System

SEWER

✓ Private Septic System

____ Public Sewer System

If public, name of supplier: ____________________

Justification for Rezoning Amendment: Effingham county (Creation of a lot less than 5 acres)

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

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

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

   None

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

   No

3. Describe the use that you propose to make of the land after rezoning.

   Residential

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

   Residential

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

   More residential

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

   No

Applicant Signature: [Signature]  Date: 6-6-2022
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

DEC 14, 2005, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1381 page 201.

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
AUTHORIZATION OF PROPERTY OWNER

I, Robbie Lee Roper, 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: Bobby Lee Dotson, Ambrea Audreyana Dotson

Applicant/Agent Address: 100 Lord Effingham Dr

City: Rincon GA State: GA Zip Code: 31326

Phone: 912-844-2736 Email: bobbydotson31@gmail.com

Owner’s signature: Robbie Lee Roper / Hellen Roper

Print Name: Robbie Lee Roper / Hellen Roper

Personally appeared before me Robbie Lee Roper (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 6th day of June, 2022.

Gloria Ann Pittman
Notary Public, State of Georgia
ST O F GEORGIA
RETURN TO:
REDDICK & EXLEY
ATTORNEYS AT LAW
P. O. BOX 385
SPRINGFIELD, GA 31329

COUNTRY OF EFFINGHAM

THIS INDENTURE, Made the 14th day of December, 2005, between ROBBIE LEE ROPER of the FIRST PART, and ROBBIE LEE ROPER and HELEN ROPER 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, assigned, 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 the 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 12th G.M. District of Effingham County, Georgia, and known and designated as 10.34 acres, more or less, tract of land and shown on plat made by Warren E. Poythress, R.L.S. dated December 12, 2001 and recorded in Plat Cabinet "B", slide 173C, Effingham County, Georgia records. Said plat is referred to for a more particular description of the property hereby conveyed and is hereby incorporated into and made a part of the description. Said property having a footage of 480.04 feet on Egypt-Armore County Road, bound on the east by lands of Carl Tate and Robert M. Milasap; north and west by Robert Lee Roper. This being the same property conveyed by deed from Melvire M. Saxon, Lucille M. Williams and Pauline E. Oason decided to Albertha M. Roper, dated September 16, 1971 and recorded in Deed Book 165, page 546 in the office of H. Clerk of Superior Court of Effingham County, Georgia.

This being the same property conveyed by deed from Eugene Roper, as Administrator of the Estate of Albertha Roper to H.B. Rahn, dated July 2, 2002 and recorded in the office of the Clerk of Superior Court of Effingham County, Georgia, in Deed Book 913, page 295.

ALSO, ALL that tract or parcel of land lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Ten and Four Tenths (10.6) acres, more or less, and being bounded on the northeast by lands of H.M. Milasap and lands of Albertha M. Roper; on the southeast by lands of Albertha M. Roper and lands of Louis E. Hodges; on the southwest and northwest by lands of Lucille M. Williams, according to a map or plat made by Paul Weitman, C.S., dated August 26, 1971 and recorded in Book "J", page 78 of the Surveyor's records of Effingham County.

Express reference hereby made to a plat of both of the described parcels of land made by Warren E. Poythress, R.L.S. #1683, dated August 6, 2005 and recorded in the office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Cabinet "C", slide 96D-1, for better determining the metes and bounds of said lands herein conveyed.

Said plat showing both of the above described tracts of land consolidate into one plat shown as Parcel 1 containing 21.38 acres and Parcel 2 containing .2 of an acre and Parcel 3 containing .38 of an acre.

SUBJECT, to restrictive covenants and easements of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, 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 the heirs, executors and assigns of the survivor, forever in Fee Simple.

AND THE SAID part of the FIRST PART, for heirs, executors and administrators, 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 part of the FIRST PART has hereunto set hand, affixed seal, and delivered these presents, this ninth day of December first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Notary Public

[Signature]

Robbie Lee Roper
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Bobby Lee Dotson
896 Egypt Ardmore Road
Pin: 245-13
Total Acres: 20.18 Acres to be rezoned: 1.83

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
NOTE: SUBJECT PROPERTY IS A PORTION OF MAP & PARCEL 02450013 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE.

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2016. THIS PROPERTY IS LOCATED IN "ZONE X" (OUTSIDE THE 500 YEAR FLOODPLANE)

MINOR SUBDIVISION

3/4" REBAR
3/4" REBAR SET
PL PROPERTY LINE
CMF CONC.MOL. FOUND
N/F NOW OR FORMERLY
RF POWER POLE
EQUIP. USED TOTAL STATION
TOPCON 303
ERROR OF CLOSURE
1/100,000 PLAT NOT ADJUSTED

ADOLPH N. MICHELS & ASSO.
736 SANDY RIDGE ROAD
SYLVANIA, GEORGIA 31797
PH. (912) 829-3972

SURVEYORS CERTIFICATION

 As required by subsection 14 of D.C.S.A. Section 5-3-67, the plat has been prepared by a land surveyor and approved by the owner and owner's legal representative, if any.

SURVEY FOR
BOBBY LEE AND
AMBREA AUNDRA YANA DOTSON
SURVEY OF 1.83 ACRES FROM A 20.18 ACRE TRACT (02450013) LANDS OF ROBBIE LEE ROOPER LOCATED IN THE 12TH.G.M.D. EFFINGHAM COUNTY, GEORGIA SURVEYED 31 MAY 2022 PLAT DRAWN 01 JUNE 2022
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  ____  DISAPPROVAL  ____

Of the rezoning request by applicant Bobby Lee Dotson & Ambrea Audrayana Dotson as Agent for Robbie Lee & Helen Roper – (Map # 245 Parcel # 13) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

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

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Planning Board Meeting – July 18, 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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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?
Staff Report

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

Item Description: Bobby Lee Dotson & Ambrea Audrayana Dotson as Agents for Robbie Lee & Helen Roper request to rezone 1.83 of 20.18 acres from AR-1 to AR-2, to allow for the creation of a home site. Located at 896 Egypt Ardmore Road. Map# 245 Parcel# 13

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 1.83 of 20.18 acres from AR-1 to AR-2, to allow for the creation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- As the proposed home site will be less than 5 acres, it does not meet the minimum size requirement for AR-1, and must be rezoned.
- At the July 18, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 1.83 of 20.18 acres from AR-1 to AR-2, with the following conditions:
  1. The lot shall meet the requirements of the AR-1 and AR-2 zoning district.
  2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve the request to rezone 1.83 of 20.18 acres from AR-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the AR-1 and AR-2 zoning districts.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 1.83 of 20.18 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. 245-13
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 245-13
AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS BOBBY LEE DOTSON & AMBREA AUDRAYANA DOTSON AS AGENTS FOR ROBBIE LEE & HELEN ROPER has filed an application to rezone one and eighty-three hundredth (1.83) +/- acres; from AR-1 to AR-2 to allow for the creation of a home site; map and parcel number 245-13, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 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 June 29, 2022; and

IT IS HEREBY ORDAINED THAT one and eighty-three hundredth (1.83) +/- acres; map and parcel number 451-24, located in the 3rd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-1 and AR-2 zoning district.
2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: ____________________________
STEPHANIE JOHNSON
COUNTY CLERK
Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022

Item Description: Franklin & Gaylon Smith requests to rezone 12.01 acres from AR-1 to AR-2 to allow for a 3-lot subdivision. Located at 200 Clyo Shawnee Road. Map# 313 Parcel# 30

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 12.01 acres from AR-1 to AR-2 to allow for a 3-lot subdivision, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- Two of the proposed lots will be smaller than the 5-acre minimum required for AR-1 zoning and, therefore, must be rezoned.
- The remaining 6.01-acre lot is triangular and narrows towards the buildable area. AR-2 building setbacks are more favorable for the shape of the lot.
- At the July 18, 2022 Planning Board meeting, Ryan Thompson made a motion to approve the request to rezone 12.01 acres from AR-1 to AR-2, with the following conditions:
  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request to rezone 12.01 acres from AR-1 to AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 12.01 acres from AR-1 to AR-2

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

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

Application Date: 6-8-2022

Applicant/Agent: Franklin Smith & Gaylen Smith

Applicant Email Address: ________________________________

Phone # 912-754-3522 or 912-963-7542

Applicant Mailing Address: 1954 Old Dixie Hy

City: Clyo State: GA Zip Code: 31329

Property Owner, if different from above: N/A

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): ________________________________

Phone # ________________________________

Owner’s Mailing Address: ________________________________

City: ________________________________ State: ________ Zip Code: ________

Property Location: 200 Clyo Shawnee Rd

Proposed Road Access: Clyo Shawnee & Old Dixie Hy


Tax Map-Parcel # 03130-030-00 Total Acres: 12.01 Acres to be Rezoned: 0.89

Lot Characteristics: Vacant

WATER

✓ Private Well

✓ Public Water System

If public, name of supplier: ________________________________

SEWER

✓ Private Septic System

✓ Public Sewer System

Justification for Rezoning Amendment: Home Sites

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

North ________ South ________ East ________ West ________
1. Describe the current use of the property you wish to rezone.

   Timber - Farm

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.

   Home sites

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

   Homes

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?

   Same as adjacent & nearby property

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

   No

Applicant Signature: [Signature]

Date
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 9-28-2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2626, page 654.

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  Franklin Smith

Owner's signature ____________________________
Print Name  Gaylon T. Smith

Owner's signature ____________________________
Print Name _________________________________

Sworn and subscribed before me this 8th day of June, 2022.

[Signature]
Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I, \textbf{Gaylon Smith}, 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: \textbf{Gaylon Smith}

Applicant/Agent Address: P.O. Box 427


Phone: 912-754-3522 Email: 

Owner’s signature: \textbf{Gaylon T. Smith}

Print Name: \textbf{Gaylon T. Smith}

Personally appeared before me \textbf{Gaylon T. Smith} (Owner print)

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

Sworn and subscribed before me this 8th day of June, 2022.

\textbf{Mary Ann Brown}
Notary Public, State of Georgia
STATE OF GEORGIA  

SURVIVORSHIP DEED  

COUNTY OF EFFINGHAM  

THIS INDENTURE, Made the 28th day of September, 2020, between JAMES CHRISTOPHER SAXON of the FIRST PART, and FRANKLIN SMITH and GAYLON T. SMITH 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, assigned, conveyed and confirmed and by these presents do grant, bargain, sell, alien,

convey and confirm unto the said parties of the SECOND PART, as joint tenants with right of
survivorship as defined and created by O.C.G.A. § 44-4-100, then to the 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 11th G.M. District of
Effingham County, Georgia, containing Twelve and One Tenth (12.1) acres, more or less, that is
shown and more particularly described by the plat of survey made by Paul D. Wilder, R.L.S.
#1589, dated January 18, 1984, recorded in the Office of the Clerk of the Superior Court of
Effingham County, Georgia, in Plat Book 17, Page 180, which is incorporated into this
description by specific reference thereto.

This being the same property conveyed by James T. Saxon to Gloria Delores Saxon as
evidenced by that certain Gift Deed dated June 30, 1994 and recorded in Deed Book 262, Page
233, aforesaid records and further conveyed by deed from Gloria Delores Saxon to James
Christopher Saxon dated September 22, 2000 and recorded in said Clerk’s Office in Deed Book
1529, Page 121.

SUBJECT, to the easement to Effingham County recorded in Deed Book 190, Page 315.

SUBJECT, ALSO, to the easements to Savannah Electric and Power Company recorded in Deed
Book 96, Page 301, Deed Book 201, Page 339 and Deed Book 414, Page 557.

SUBJECT, to restrictive covenants and easements of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the
rights, members and appurtenances thereto unto 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 the heirs, executors and assigns of the survivor,
forever in Fee Simple.

AND THE SAID party of the FIRST PART, for his heirs, executors and administrators,
will 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 claim 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:

[Signature]
Unofficial Witness

[Signature]
Notary Public

[Seal]
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Franklin & Gayle Smith
200 Clyo Shawnee Road
Pin: 313-30
Total Acres: 12.01 Acres to be rezoned: 12.01

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
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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 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?

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APPROVAL  

DISAPPROVAL

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Planning Board Meeting – July 18, 2022
EFFINGHAM COUNTY REZONING CHECKLIST

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

Item Description: Franklin & Gaylon Smith requests to rezone 12.01 acres from AR-1 to AR-2 to allow for a 3-lot subdivision. Located at 200 Clyo Shawnee Road. Map# 313 Parcel# 30

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 12.01 acres from AR-1 to AR-2 to allow for a 3-lot subdivision, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- Two of the proposed lots will be smaller than the 5-acre minimum required for AR-1 zoning and, therefore, must be rezoned.
- The remaining 6.01-acre lot is triangular and narrows towards the buildable area. AR-2 building setbacks are more favorable for the shape of the lot.
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  1. The lot shall meet the requirements of the AR-2 zoning district.
  2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request to rezone 12.01 acres from AR-1 to AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 12.01 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. 313-30
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 313-30
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 FRANKLIN & GAYLON SMITH has filed an application to rezone twelve and one hundredth (12.01) +/- acres; from AR-1 to AR-2 to allow for a 3-lot subdivision; map and parcel number 313-30, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 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 June 29, 2022; and

IT IS HEREBY ORDAINED THAT twelve and one hundredth (12.01) +/- acres; map and parcel number 313-30, located in the 3rd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: ____________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report
Subject: Rezoning (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022
Item Description: Beverly Sapp requests to rezone 8.54 acres from AR-2 to AR-1 to allow for a second dwelling for an immediate family member. Located at 121 Needlepointe Drive Map# 369C Parcel# 115

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 8.54 acres from AR-2 to AR-1 to allow for a second dwelling for an immediate family member, 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. Section 5.1 - AR-1 Agricultural Residential Districts, requires a minimum lot size of 5 acres.
- Pursuant to Section 5.1.2.5, one additional single-family detached dwelling and its customary uses, provided that said dwelling meets all state and county health requirement, unless prohibited by other applicable laws or regulations, and provided the additional dwelling is inhabited by a person who is related to the owner of the real property in one of the following ways: parent, child, grandparent, grandchild, sister, or brother. The zoning administrator shall administer this conditional use.
- The applicant wishes to install a mobile home on her property in Pinehill Plantation to care for a family member.
- Rezoning to AR-1 will allow for a second dwelling without the need to subdivide.
- All lots within Pinehill Plantation are larger than 5 acres. Resubdivision of a 1-acre parcel, as originally proposed, would not be compatible with the size of the lots created by the previously approved subdivision.
- At the July 18, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 8.54 acres from AR-1 to AR-2, with the following conditions:
  1. The lot shall meet the requirements of the AR-1 zoning district.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request requests to rezone 8.54 acres from AR-2 to AR-1 to allow for a second dwelling for an immediate family member, with the following condition:
   1. The lot shall meet the requirements of the AR-1 zoning district.

2. Deny the request to rezone 8.54 acres from AR-2 to AR-1.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A

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

Application Date: 6/8/2022

Applicant/Agent: Beverly Sapp

Applicant Email Address: bsapp101@yahoo.com

Phone #: 912-508-1938

Applicant Mailing Address: 121 Needlepoint Dr.

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: 

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): 

Phone #: 

Owner's Mailing Address: 

City: State: Zip Code: 

Property Location: 121 Needlepoint Dr. Guyton, GA 31312

Proposed Road Access: Needlepoint Drive


Tax Map-Parcel #: 309C-115 Total Acres: 8.54 Acres to be Rezoned: 8.54

Lot Characteristics: residence, wetlands in back

WATER

Private Well

Public Water System

SEWER

Private Septic System

Public Sewer System

If public, name of supplier: 

Justification for Rezoning Amendment: parcel size appropriate for AR-1

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

North _______ South _______ East _______ West _______
1. Describe the current use of the property you wish to rezone.

residence

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.

wish to have 2nd dwelling for immediate family member (as permitted in AR-I) to allow for care of parents.

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

residential

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

Use will remain unchanged, and preserve large-lot sizes in subdivision

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: 6/8/22
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 Sept 23, 2014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2061 page 44-45.

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: Beverly Sopp

Owner's signature: ____________________________
Print Name: ____________________________

Owner's signature: ____________________________
Print Name: ____________________________

Swear and subscribed before me this 8th day of June, 2022.

[Signature]

Notary Public
State of Georgia

Rev 05052021
Return Recorded Document to:
Carellas & Newberry P.C.
440 Silverwood Centre Drive
Post Office Box 2599
Rincon, Georgia 31326

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Effingham

This Indenture made this 23rd day of September, 2014 between Joe Oliver, of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Beverly S. Sapp, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

See Exhibit "A" Attached

This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whosoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

[Signature]

Joe Oliver (Seal)
Exhibit "A"

All that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, being known as Lot 115, Pinehill Plantation, Phase VII, as shown and more particularly described on that certain map or plat made by Warren E. Poythress, R.L.S. #1953, dated May 8, 1997, recorded in Plat Cabinet A, Slide 389-G, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof. Interest conveyed by this Deed shall also include all rights, title and interest in that certain make and year mobile home described as one 2000 Fleetwood Oak Knoll Mobile Home bearing serial number GAFLY34A314070K22 and GAFLY34B314070K22. Grantor/Grantee declares that the above described mobile home will remain permanently affixed to the property and will be treated as a fixture. Grantor/Grantee also declares that the wheels, axles, and hitches have been removed and that the mobile home is connected to the utilities. Grantor/Grantee declares that the mobile home has lost its nature as personal property and has become real property. Said mobile home shall continue to be considered a permanent fixture on the realty and henceforth title to said mobile home has been merged with title to the realty.

This being the same property conveyed by Special Warranty Deed from Federal National Mortgage Association to Joe Oliver, dated December 28, 2006, recorded in Deed Book 15697, page 166, aforesaid records.
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Beverly Sapp
121 Needlepoint Drive, Guyton
Pin: 369C-115
Total Acres: 8.54 Acres to be rezoned: 8.54

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 AR-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _______   DISAPPROVAL _______

Of the rezoning request by applicant Beverly Sapp - (Map # 369C Parcel # 115) from AR-2 to AR-1 zoning.

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

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

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

Yes    No  ?  4. Does the property which is proposed to be rezoned have a 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 – July 18, 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 Beverly Sapp – (Map # 369C Parcel # 115) from AR-2 to AR-1 zoning.

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

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

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

Yes ☐ No ☑ 4. Does the property which is proposed to be rezoned have a 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 Beverly Sapp – (Map # 369C Parcel # 115) from AR-2 to AR-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 – July 18, 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 Beverly Sapp – (Map # 369C Parcel # 115) from AR-2 to AR-1 zoning.

Yes ☐ 1. Is this proposal inconsistent with the county’s master plan?

Yes ☐ 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes ☐ 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes ☐ 4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes ☐ 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes ☐ 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes ☐ 7. Are nearby residents opposed to the proposed zoning change?

Yes ☐ 8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – July 18, 2022

\[7/18/22\]
Staff Report

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

Item Description: Beverly Sapp requests to rezone 8.54 acres from AR-2 to AR-1 to allow for a second dwelling for an immediate family member. Located at 121 Needlepointe Drive Map# 369C Parcel# 115

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 8.54 acres from AR-2 to AR-1 to allow for a second dwelling for an immediate family member, 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. Section 5.1 - AR-1 Agricultural Residential Districts, requires a minimum lot size of 5 acres.
- Pursuant to Section 5.1.2.5, One additional single-family detached dwelling and its customary uses, provided that said dwelling meets all state and county health requirement, unless prohibited by other applicable laws or regulations, and provided the additional dwelling is inhabited by a person who is related to the owner of the real property in one of the following ways: parent, child, grandparent, grandchild, sister, or brother. The zoning administrator shall administer this conditional use.
- The applicant wishes to install a mobile home on her property in Pinehill Plantation to care for a family member.
- Rezoning to AR-1 will allow for a second dwelling without the need to subdivide.
- All lots within Pinehill Plantation are larger than 5 acres. Resubdivision of a 1-acre parcel, as originally proposed, would not be compatible with the size of the lots created by the previously approved subdivision.
- At the July 18, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 8.54 acres from AR-1 to AR-2, with the following conditions:
  1. The lot shall meet the requirements of the AR-1 zoning district.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request requests to rezone 8.54 acres from AR-2 to AR-1 to allow for a second dwelling for an immediate family member, with the following condition:
   1. The lot shall meet the requirements of the AR-1 zoning district.

2. Deny the request to rezone 8.54 acres from AR-2 to AR-1.

Recommended Alternative: 1  Other Alternatives: 2

Department Review: Development Services  FUNDING: N/A

Attachments: 1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 369C-115
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 369C-115

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 BEVERLY SAPP has filed an application to rezone eight and fifty-four hundredths (8.54) +/- acres; from AR-2 to AR-1 to allow for a second dwelling for an immediate family member; map and parcel number 369C-15, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 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 June 29, 2022; and

IT IS HEREBY ORDAINED THAT eight and fifty-four hundredths (8.54) +/- acres; map and parcel number 369C-115, located in the 4th commissioner district is rezoned from AR-2 to AR-1, with the following condition:

1. The lot shall meet the 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: ____________
Staff Report
Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022

Item Description: David D. Smith as Agent for Effingham County Industrial Development Authority requests to rezone 6.96 acres from B-2 to B-3 to allow for the development of a truck stop with fueling station and convenience store. Located on Old River Road. Map# 330 Parcel# 46

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 6.96 acres from B-2 to B-3 to allow for the development of a truck stop with fueling station and convenience store, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The proposed development will consist of a Parker’s Kitchen, and will include eight (8) standard fueling positions, three (3) diesel fuel stations, with proposed expansion to four diesel fueling stations.
- The scale of the Truck Stop development exceeded the threshold to be considered a Development of Regional Impact (DRI). Project information was submitted for review on the DRI submissions website. The Coastal Regional Commission determined that the project warranted regional review (DRI # 3745); requested comments from neighboring jurisdictions and relevant organizations and state agencies; and completed a report of findings.
- The project is consistent with the county Future Land Use map, which designates the area as Mixed Use. Mixed Use characteristics are defined at the discretion of the community.
- 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.
- At the July 18, 2022 Planning Board meeting, Ryan Thompson made a motion to table the request to rezone 6.96 acres from B-2 to B-3, pending return of the project DRI report and clarification of the purpose of the rezoning. The motion failed.
- Brad Smith made a motion to deny the request to rezone 6.96 acres from B-2 to B-3.
- The motion for denial was seconded by Alan Zipperer, and carried 3-1, with Ryan Thompson abstaining.

Alternatives
1. Approve the request to rezone 6.96 acres from B-2 to B-3, with the following conditions:
   1. A Sketch Plan must be submitted for approval before site development plans are submitted.
   2. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
   3. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.

2. Deny the request to rezone 6.96 acres from B-2 to B-3.

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
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 06/01/2022

Applicant/Agent: David D. Smith

Applicant Email Address: david.smith@kmiley-horn.com

Phone # 912-226-2607

Applicant Mailing Address: 100 BULL STREET, SUITE 200

City: SAVANNAH State: GA Zip Code: 31401

Property Owner, if different from above: EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): dtrowell@effinghamindustry.com

Phone # 912-392-3000

Owner’s Mailing Address: PO BOX 263, 777 OLD AUGUSTA ROAD

City: RINCON State: GA Zip Code: 31326

Property Location: Northwest quadrant of intersection of Old River Road and Savannah Portside International Parkway

Proposed Road Access: Full access onto Old River Road and Savannah Portside International Parkway

Present Zoning of Property: B-2 Proposed Zoning: B-3

Tax Map-Parcel #: 03300046 Total Acres: 6.96 Acres to be Rezoned: 6.96

Lot Characteristics: undeveloped lot, densely vegetated, no existing road access

WATER

☑ Private Well

N/A Public Water System

SEWER

☑ Private Septic System

N/A Public Sewer System

If public, name of supplier:

Justification for Rezoning Amendment: Rezone parcel to suit proposed use per discussion with Effingham County

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

North AR-1 South I-1 East AR-1 West N/A

Rev 01132022
1. Describe the current use of the property you wish to rezone.
   
   Currently, the site is undeveloped.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   
   Currently, the site is undeveloped.

3. Describe the use that you propose to make of the land after rezoning.
   
   Proposed use for the land will be a fuel service station, to include a convenience store and potentially up to 3 diesel pumps.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   
   Property to the north of the land proposed to be rezoned is currently zoned AR-1 with existing farming and residential properties.

   The remaining adjacent property is public right-of-way or undeveloped AR-1.

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?

   Proposed use for the land to be a fuel service station is permitted with current zoning but based on discussion with Effingham County, the preferred zoning for that use is B-3

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?

   Based on preliminary design considerations, the proposed use will not incur any excessive or burdensome use of any existing public infrastructure or facilities.

Applicant Signature:  

Date  

06/13/2022
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

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, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2130 page 255-257.

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

Owner's signature

Print Name

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 3rd day of June, 2022.

Notary Public, State of Georgia

Rev 01132022

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AUTHORIZATION OF PROPERTY OWNER

I, Brandt Herndon, 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: David D. Smith

Applicant/Agent Address: 100 Bull Street, Suite 200

City: Savannah State: GA Zip Code: 31401

Phone: (912) 2010-2607 Email: david.smith@tnmley-hom.com

Owner's signature: Brandt Herndon

Print Name: Brandt Herndon

Personally appeared before me Brandt Herndon (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 21st day of June, 2020.

Kathleen Erin Dunnigan
Notary Public, State of Georgia

Rev 01132022 458
STATE OF GEORGIA  
\)
COUNTY OF EFFINGHAM  
\)

WARRANTY DEED

THIS INDENTURE made and entered into this 25th day of July, 2012, by and between ROBERT B. BAKER, of Chatham County, Georgia, as Grantor, and, EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, an instrumentality of the State of Georgia and public corporation created by local constitutional amendment, as Grantee;

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration to him in hand paid by the said Grantee, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto the said Grantee, its successors and assigns, all the following described tract or parcel of land, to-wit:

ALL that certain tract or parcel of land lying and being in the 1559th G.M. District of Effingham County, Georgia, measuring 19.68 acres, more or less, being a
portion of a 1550.3 acre tract of land being a portion of the Pierpont No. 1,  
Meldrim, Wise & C.C. Patrick No. 4 Tract, located in the 1559th G.M. District of  
Effingham County, Georgia, and in the 8th G.M. District of Chatham County,  
Georgia (said 1550.3 acre tract being shown on a plat dated September 2, 2005, and  
recorded in the Office of the Clerk of the Superior Court of Chatham County,  
Georgia, in Plat Record Book 32-P, Pages 22A-22E, and in the Office of the Clerk  
of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Pages  
97A-97E), and being shown as Tract 5 and Tract B-1 on a plat of survey dated  
April 18, 2012, prepared by Jeffrey M. Horne, Georgia Registered Land Surveyor  
No. 1313, and recorded in the Office of the Clerk of the Superior Court of  
Effingham County, Georgia, in Plat Cabinet D, Slide 100D, said plat being  
incorporated herein by reference and being made a part hereof for better  
determining the metes, bounds, courses, and distances of the subject property.  

Subject, however, to all valid covenants, restrictions, easements, and rights-of-way  
of record, and to those matters set forth in Exhibit A attached hereto.  

TO HAVE AND TO HOLD the said premises, together with all and singular the rights,  
members, hereditaments, and appurtenances thereof, to the same being or in anywise appertaining,  
to the only proper use, benefit, and behoof of the said Grantee, his heirs, agents, personal  
representatives, successors, and assigns forever, IN FEE SIMPLE.  

AND, the said Grantor, his heirs, agents, personal representatives, successors, and assigns,  
will WARRANT and forever DEFEND the right and title to the above-described property unto the  
said Grantee, its successors and assigns, against the claims of all persons whomsoever.
IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal on the day and year
first above written.

[Signature]
Robert B. Baker

Signed, sealed, and delivered this 

Witness

Notary Public
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 David D. Smith as Agent for Effingham Industrial Development Authority – (Map # 330 Parcel # 46) from B-2 to B-3 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – July 18, 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 David D. Smith as Agent for Effingham Industrial Development Authority – (Map # 330 Parcel # 46) from B-2 to B-3 zoning.

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

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

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

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

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

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

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

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

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_________ DISAPPROVAL_________

Of the rezoning request by applicant David D. Smith as Agent for Effingham Industrial Development Authority – (Map # 330 Parcel # 46) from B-2 to B-3 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – July 18, 2022
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL [ ] DISAPPROVAL [X]

Of the rezoning request by applicant David D. Smith as Agent for Effingham Industrial Development Authority – (Map # 330 Parcel # 46) from B-2 to B-3 zoning.

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

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

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

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

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

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

Yes [X] No [ ] 8. Do other conditions affect the property so as to support a decision against the proposal?
Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022
Item Description: David D. Smith as Agent for Effingham County Industrial Development Authority requests to rezone 6.96 acres from B-2 to B-3 to allow for the development of a truck stop with fueling station and convenience store. Located on Old River Road. Map# 330 Parcel# 46

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 6.96 acres from B-2 to B-3 to allow for the development of a truck stop with fueling station and convenience store, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The proposed development will consist of a Parker's Kitchen, and will include eight (8) standard fueling positions, three (3) diesel fuel stations, with proposed expansion to four diesel fueling stations.
- The scale of the Truck Stop development exceeded the threshold to be considered a Development of Regional Impact (DRI). Project information was submitted for review on the DRI submissions website. The Coastal Regional Commission determined that the project warranted regional review (DRI # 3745); requested comments from neighboring jurisdictions and relevant organizations and state agencies; and completed a report of findings.
- The project is consistent with the county Future Land Use map, which designates the area as Mixed Use. Mixed Use characteristics are defined at the discretion of the community.
- 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.
- At the July 18, 2022 Planning Board meeting, Ryan Thompson made a motion to table the request to rezone 6.96 acres from B-2 to B-3, pending return of the project DRI report and clarification of the purpose of the rezoning. The motion failed.
- Brad Smith made a motion to deny the request to rezone 6.96 acres from B-2 to B-3.
- The motion for denial was seconded by Alan Zipperer, and carried 3-1, with Ryan Thompson abstaining.

Alternatives
1. Approve the request to rezone 6.96 acres from B-2 to B-3, with the following conditions:
   1. A Sketch Plan must be submitted for approval before site development plans are submitted.
   2. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
   3. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.

2. Deny the request to rezone 6.96 acres from B-2 to B-3.

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. 330-46
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 330-46
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 DAVID D. SMITH AS AGENT FOR EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY has filed an application to rezone six and ninety-six hundredth (6.96) +/- acres; from B-2 to B-3 to allow for the development of a fueling station and convenience store; map and parcel number 330-46, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 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 June 29, 2022; and

IT IS HEREBY ORDAINED THAT six and ninety-six hundredth (6.96) +/- acres; map and parcel number 330-46, located in the 1st commissioner district is rezoned from B-2 to B-3, with the following conditions:

1. A Sketch Plan must be submitted for approval before site development plans are submitted.
2. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
3. A traffic study must be submitted during the development plan review process, 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: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022

Item Description: WD Glassvase Import, Inc. as Agent for Terry Griner requests to rezone 7.38 acres from B-3 to I-1 to allow for the development of an industrial warehouse & distribution center. Located at the intersection of Highway 17, Pound Road, and Go Cart Road Map# 296 Parcel# 46F

Summary Recommendation
Staff has reviewed the application, and recommends denial of the request to rezone 7.38 acres from B-3 to I-1 to allow for the development of an industrial warehouse & distribution center.

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 applicant wishes to develop a 130,000 sf wholesale warehouse & distribution center with driveway access on Pound Road and Go Kart Road. The proposed Go Cart Rd driveway is not in compliance with the county access management policy.
- The parcel was rezoned from AR-1 to B-3 on December 18, 2018 to allow for boat & camper storage, and mini storage units. The rezoning approval limited driveway access to Go Cart Road. The property has not been developed for commercial use.
- The proposed industrial development is not consistent with the county Future Land Use map, which designates the area for Agriculture. Agriculture can include uses such as land dedicated to farming...agriculture, or commercial timber or pulpwood harvesting...[or] for land dedicated to active or passive recreational uses.
- GA Hwy 17 is a designated truck route. However, there is no industrial or intensive commercial use nearby. The nearest industrial-zoned property is a surface mine approved in 1989, which is approximately 1 mile to the northeast. The county landfill and EMA site is also zoned I-1, and is approximately 1.5 miles to the southwest. There is no industrial warehouse development or related activity on Hwy 17 or nearby.
- At the July 18, 2022 Planning Board meeting, Alan Zipperer made a motion to deny the request to rezone 7.38 acres from B-3 to I-1.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives
1. **Approve** the request to rezone 7.38 acres from B-3 to I-1 to allow for the development of a distribution center with conditions:
   1. A Sketch Plan must be submitted for approval before site development plans are submitted.
   2. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
   3. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.

2. **Deny** the request to rezone 7.38 acres from B-3 to I-1.

Recommended Alternative: 2
Other Alternatives: 1

Department Review: Development Services
FUNDING: N/A

2. Ownership certificate/authorization 4. Aerial photograph
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 06/06/02

Applicant / Agent: WD Glassware Import Inc
Applicant Email Address: alice@wdimportinc@gmail.com
Phone #: 347-393-2366

Applicant Mailing Address: 750 Bloomfield Ave.
City: Clifton State: NJ Zip Code: 07012

Property Owner, if different from above: Terry Hulme
Owner’s Email Address (if known): Terry Hulme
Phone #: 912-659-4771
Owner’s Mailing Address: 925 Pound Rd
City: Guyton State: GA Zip Code: 31312

Property Location: 0 Go Cart & HWY 17 & P Rd, Guyton, GA, 31312

Proposed Road Access: Entrance on P Rd as shown in proposed site plan

Present Zoning of Property: B-3
Proposed Zoning: I-1
Tax Map Parcel #: 02960-00000-046-F00 Total Acres: 7.38 Acres to be Rezoned: 7.38

Vacant land

Lot Characteristics:

WATER

Private Well
Public Water System

SEWER

Private Septic System
Public Sewer System

If public, name of supplier: N/A

Justification for Rezoning Amendment:

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

North South East West

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

Vacant

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.

Wholesale distributions of glassware and other floral supplies

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

No

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?

Provide jobs for nearby communities

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. Our main use of the warehouse would be storage and wholesale distributions; there will be no retail and/or many small delivery vehicles in use

Applicant Signature: Alice Wong Date 06/06/22
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

10/20/2017, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2485, page 177-178

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

Owner's signature

Print Name

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 3rd day of June 2022

Caitlyn Lillie Harley
Notary Public, State of Georgia

Rev 01132022
AUTHORIZATION OF PROPERTY OWNER

I, Terry White, 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: WD Glass Vase Imports, Inc.
Applicant/Agent Address: 750 Bloomfield Ave.
City: Clifton State: NJ Zip Code: 07012
Phone: 347-393-2846 Email: alice@wdimportinc@gmail.com
Owner’s signature: X Terry White
Print Name: Terry Griner

Personally appeared before me X Terry White (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 3rd day of June 2022.

Notary Public, State of Georgia

Rev 01/13/2022
STATE OF GEORGIA  
COUNTY OF EFFINGHAM  

THIS INDENTURE, Made this 26th day of October, 2017 between DEBRA JOY GRINER USHER of the County of Bryan and of the State of Georgia, as the First Part, herinafter called Grantor and TERRY ALLEN GRINER of the County of Effingham and of the State of Georgia, as Party of the Second Part, herinafter called the Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Fifty Thousand Dollars ($50,000) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee:

DESCRIPTION OF PROPERTY  

ALL that certain tract or parcel of land situate, lying and being in the Town of Pineora, 10th G.M. District of Effingham County, Georgia, containing Seven and Thirty-Eight Hundredths (7.38) acres, more or less and being known and designated as TRACT SIX (6) as shown on the plat herinafter referred to. Said parcel of land being bounded on the North by Tract Five (5); on the East by lands now or formerly of Pound; on the South by Go-Cart Public Road; on the West by Georgia State Highway No. 17; and on the Northwest by Pound County Public Road.

Express reference is hereby made to the plat of said lands made by Harold R. Johnson, R.L.S. #1137, dated April 9, 2004 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide 122-D-1 for better determining the meters and bounds of said lands herin conveyed.

Subject, however, to restrictions, easements and right-of-way of record.

Title to the within described property has not been certified by the scrivener of this quitclaim deed.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time by any means or ways, have, claim or demand any right to
Title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this 26th day of October, 2017.

Signed, sealed and delivered
in the presence of:

[Signatures]

Witness

[Signature]

Debra Joy Griner Usher

William R. Cox
Notary Public
10/26/2017
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
    WD Glassvase Import, Inc
    0 Go Cart Rd & Hwy 17, Guyton
    Pin: 296-46F
    Total Acres: 7.38 Acres to be rezoned: 7.38

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 B-3 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
Item XV. 17.
EXISTING SITE PLAN

GO CART RD GUYTON GA 31312

AREAS: 32.1' x 73.0' (7.38 acres)

PARCEL #: 02990046P00

VICINITY MAP
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 WD Glassware Import, Inc. as Agent for Terry Griner – (Map # 296 Parcel # 46F) from B-3 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______ DISAPPROVAL____

Of the rezoning request by applicant WD Glassware Import, Inc. as Agent for Terry Griner – (Map # 296 Parcel # 46F) from B-3 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 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 WD Glassware Import, Inc. as Agent for Terry Griner – (Map # 296 Parcel # 46F) from B-3 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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APPROVAL        DISAPPROVAL

Of the rezoning request by applicant WD Glassware Import, Inc. as Agent for Terry Griner – (Map # 296 Parcel # 46F) from B-3 to I-1 zoning.

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

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

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

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

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

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022
Item Description: WD Glassvase Import, Inc. as Agent for Terry Griner requests to rezone 7.38 acres from B-3 to I-1 to allow for the development of an industrial warehouse & distribution center. Located at the intersection of Highway 17, Pound Road, and Go Cart Road Map# 296 Parcel# 46F

Summary Recommendation
Staff has reviewed the application, and recommends denial of the request to rezone 7.38 acres from B-3 to I-1 to allow for the development of an industrial warehouse & distribution center.

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 applicant wishes to develop a 130,000 sf wholesale warehouse & distribution center with driveway access on Pound Road and Go Kart Road. The proposed Go Cart Rd driveway is not in compliance with the county access management policy.
- The parcel was rezoned from AR-1 to B-3 on December 18, 2018 to allow for boat & camper storage, and mini storage units. The rezoning approval limited driveway access to Go Cart Road. The property has not been developed for commercial use.
- The proposed industrial development is not consistent with the county Future Land Use map, which designates the area for Agriculture. Agriculture can include uses such as land dedicated to farming...agriculture, or commercial timber or pulpwood harvesting...[or] for land dedicated to active or passive recreational uses.
- GA Hwy 17 is a designated truck route. However, there is no industrial or intensive commercial use nearby. The nearest industrial-zoned property is a surface mine approved in 1989, which is approximately 1 mile to the northeast. The county landfill and EMA site is also zoned I-1, and is approximately 1.5 miles to the southwest. There is no industrial warehouse development or related activity on Hwy 17 or nearby.
- At the July 18, 2022 Planning Board meeting, Alan Zipperer made a motion to deny the request to rezone 7.38 acres from B-3 to I-1.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives
1. Approve the request to rezone 7.38 acres from B-3 to I-1 to allow for the development of a distribution center with conditions:
   1. A Sketch Plan must be submitted for approval before site development plans are submitted.
   2. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
   3. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.

2. Deny the request to rezone 7.38 acres from B-3 to I-1.

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. 296-46F
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 296-46F
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 WD GLASSVASE IMPORT INC., AS AGENT FOR TERRY GRINER has filed an application to rezone seven and thirty-eight hundredth (7.38) +/- acres; from B-3 to I-1 to allow for the development of a distribution center; map and parcel number 296-46F, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 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 June 29, 2022; and

IT IS HEREBY ORDAINED THAT seven and thirty-eight hundredth (7.38) +/- acres; map and parcel number 296-46F, located in the 3rd commissioner district is rezoned from B-3 to I-1, with the following conditions:

1. A Sketch Plan must be submitted for approval before site development plans are submitted.
2. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
3. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
____ WESLEY CORBITT, CHAIRMAN

ATTEST: ____________________________
FIRST/SECOND READING: ____________

_________________________
STEPHANIE JOHNSON
COUNTY CLERK
Subject: Rezoning (Third District)  
Author: Teresa Concannon, AICP, Planning & Zoning Manager  
Department: Development Services  
Meeting Date: August 2, 2022  
Item Description: James Carlson requests to rezone 5 of 20 acres from AR-1 to B-2 to allow for commercial development. Located on Highway 119 South. Map# 320 Parcel# 74

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5 of 20 acres from AR-1 to B-2 to allow for commercial development, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant wishes to rezone 5 acres along the Hwy 119 frontage, to expand business operations on an adjacent parcel. The proposed development will include pet funerary services and two additional retail suites.
- The remaining 15 acres, which is heavily covered in wetlands, is to be combined with Map/Parcel 345-2, which is zoned AR-1.
- The proposed development is adjacent to an existing crematory and funeral home, which is zoned B-2.
- At the July 18, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 5 of 20 acres from AR-1 to B-2, with the follow conditions:
  1. The lot must meet the requirements of the B-2 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts be approved and permitted by USACE and a copy submitted to Development Services.
  4. 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 5 of 20 acres from AR-1 to B-2 to allow for commercial development, with the following conditions:
   1. The lot must meet the requirements of the B-2 zoning district.
   2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   3. All wetland impacts be approved and permitted by USACE and a copy submitted to Development Services.
   4. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.

2. Deny the request to rezone 5 of 20 acres from AR-1 to B-2.

Recommended Alternative: 1  
Other Alternatives: 2

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

Application Date: 6/2/22

Applicant/Agent: James Carlson
Applicant Email Address: admin@carlsonandco.com
Phone #: 912) 655-7187
Applicant Mailing Address: 2077 Hwy 119 N
City: Springfield State: GA Zip Code: 31326

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

Owner’s Email Address (if known): ________________________________
Phone #: __________________________

Owner’s Mailing Address: __________________________
City: __________________________ State: ________________ Zip Code: ______________

Property Location: 2111 Hwy 119 S Guyton, Ga 31312

Proposed Road Access: 119 S
Present Zoning of Property: Residential Proposed Zoning: Commercial
Tax Map-Parcel # 03200074, Total Acres: 20 Acres to be Rezoned: 20.5

Lot Characteristics: __________________________

WATER
_____Private Well
_____Public Water System

SEWER
_____Private Septic System
_____Public Sewer System

If public, name of supplier: __________________________

Justification for Rezoning Amendment: __________________________

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

North __________ South __________ East __________ West __________
1. Describe the current use of the property you wish to rezone.

   wooded lot (20 acres)

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.

   pet cemetery, building, ice cream, grocery

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

   wooded area, west of Carson St. (Riggs Road)

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?

   commercial use

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

   no

Applicant Signature: [Signature]
Date: 4/1/2022
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 10/11/2009, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 378 page 389.

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

Owner’s signature

Print Name

Owner’s signature

Print Name

Owner’s signature

Print Name

Sworn and subscribed before me this 2nd day of June, 2022.

Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I, James Carlson, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: James M. Carlson
Applicant/Agent Address: 2077 Hwy 119 N
City: Springfield State: GA Zip Code: 31329
Phone: 912.1850-3187 Email: admin@carlsonarco.com
Owner's signature: James Carlson
Print Name: James M Carlson

Personally appeared before me James Carlson (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 2nd day of June, 2022.

Notary Public, State of Georgia

K. Deanna Stephens
Commission Expires May 30, 2025
Effingham County, Georgia
STATE OF GEORGIA
COUNTY OF Effingham

DEED TO SECURE DEBT, ASSIGNMENT OF RENTS,
AND SECURITY AGREEMENT

THIS DEED TO SECURE DEBT, ASSIGNMENT OF RENTS, AND SECURITY
AGREEMENT made this 1st day of June, 2022, by and between

***Carlson and Riggs Funeral Services LLC***

of Effingham County, Georgia (hereinafter referred to as "Grantor"), and BANK
OF NEWINGTON, a Georgia corporation having an address of P. O. Box 68, Newington, Georgia
30446 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is justly indebted to Grantee in the sum of

***Two Hundred Seventy Two Thousand Dollars and Zero Cents***

DOLLARS ($272,000.00) in lawful money of the United States of America, or, if this
instrument is a construction mortgage, so much of said sum as may be advanced, and has agreed to pay
the same, with interest thereon, according to the terms of a certain Note (the "Note") given by Grantor to
Grantee, of even date herewith, with final payment being due on 7/1/2023.

NOW, THEREFORE, in consideration of the premises and of the sum hereinafore set forth,
Grantor has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and
convey unto Grantee the following property (the "Property"), to-wit:

2111 Georgia 119 S
Guyton Ga 31312

SEE EXHIBIT "A" ATTACHED HERETO AND BY
REFERENCE MADE A PART HEREOF

TOGETHER WITH, all and singular, the improvements, fixtures, casements, hereditaments,
rights, members and appurtenances thereunto belonging or in anywise appertaining, including, without
limitation, the buildings and improvements now or hereafter erected thereon, and the fixtures,
attachments, appliances, equipment, machinery and other articles affixed or attached to said buildings
and improvements including, without limitation, all building materials, electrical, plumbing, heating and
air conditioning systems, all built-in appliances, cabinets and lighting fixtures (the "Improvements"); and

(Grantor Initials)

1 of 10
IN WITNESS WHEREOF, this deed has been duly executed by the Grantor under seal, the day and year first above written.

Signed, sealed & delivered in the presence of:

[Signature]

Witness:

[Signature]

Notary Public

[Signature]

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: BANK OF NEWINGTON  NMLS ID: 674991

Individual: Harold Eugene Sheppard, Jr.  NMLS ID: 682328
LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of 1st day of June, 2022, by and between

Frida U. Morgan
(Hereinafter referred to as the "Grantor"), and

Carlson & Riggs Funeral Services, LLC
(Hereinafter referred to as "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 that certain tract or parcel of land situate, lying and being in Effingham County, Georgia, containing Twenty (20) acres, more or less, upon a map made by Paul Weisman, County Surveyor dated March 30, 1974, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Book 12, Page 89. Said property was conveyed to Frida U. Morgan by Assent to Devee dated December 15, 2016, recorded in Deed Book 2381, Page 349, in the aforesaid Clerk's Office. Said map and deed are incorporated herein by reference.

2111 Highway 119 S., Guyton, Georgia 31312
PIN 03200-074-000

Said property containing improvements thereon currently known as 2111 Georgia 119 S., Guyton, GA 31312, PIN 03200-074-000

(Hereinafter referred to as the "Property")

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

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 anywise 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]

Notary Public

[Notarial Seal]
July 13, 2022

Effingham County Zoning Board  
Springfield, GA 31329

Re: Rezoning Amendment  
James Carlson  
2111 Hwy 119 South, Guyton  
Pin: 320-74  
Total Acres: 20.0 Acres to be rezoned: 5.0

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to B-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
Area for 40x60 Metal Building for Pet Crematory
## Map Unit Legend

<table>
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<tr>
<th>Map Unit Symbol</th>
<th>Map Unit Name</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
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<td>LeA</td>
<td>Leefield loamy sand, 0 to 2 percent slopes</td>
<td>2.1</td>
<td>11.3%</td>
</tr>
<tr>
<td>PeA</td>
<td>Pelham loamy sand, 0 to 2 percent slopes</td>
<td>0.1</td>
<td>0.7%</td>
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<tr>
<td>SuA</td>
<td>Surrency mucky sand, 0 to 1 percent slopes, frequently flooded</td>
<td>16.6</td>
<td>88.0%</td>
</tr>
<tr>
<td><strong>Totals for Area of Interest</strong></td>
<td></td>
<td><strong>18.9</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>
PRELIMINARY SKETCH PLAN FOR PARCEL #: (03200074) BEING SUBDIVIDED INTO TWO TRACTS, LOCATED IN THE 10th G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA

FLOOD INFORMATION:
FEMA FLOOD MAP (13103602330)
EFFECTIVE DATE: 10/07/2010
THIS AREA IS LOCATED IN A FLOOD HAZARD AREA

ZONE:
"X" AREA OF MINIMAL FLOOD HAZARD

RESERVED FOR THE CLERK OF COURT

1. THE FIELD DATA WAS COLLECTED USING A TOPOCON - ES TOTAL STATION, CARLSON RTX DATA COLLECTOR AND A CARLSON BR6+ GPS.
2. THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD-HAZARD MAPS.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSING AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
4. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ALL ANGLES, BEAVERS, MEASUREMENTS OF COURSES, DISTANCES AND MONUMENTS LOCATIONS ARE AS SHOWN, HAVE BEEN PROVEN BY A LAND SURVEY AND IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1976.
5. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCA) 15-6-67 IN THAT WHERE A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS THE REQUIREMENTS OF THE LAW PREVAIL.

SURVEYOR CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL, OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL, OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATES OR OTHER INSTRUMENTS WHICH CREATED THE PARCELS OR PARCELS HEREIN, RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL, ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY OR ANY USE OF PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN D.C.C.A. SECTION 15-6-67.

200' 400' 200'

GRAPHIC SCALE 1" = 200'

Surveyed by:

Prepared by:

SURVEY FOR:

JAMES CARLSON

COUNTY: EFFINGHAM  STATE: GEORGIA

GMD: 10th
DATE: 06/15/2022  SCALE: 1" = 200
FILE NUMBER: DRAWN BY: KJ
TOTAL AREA: = 20.08 ac
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 James Carlson — (Map # 320 Parcel # 4) from **AR-1** to **B-2** zoning.

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

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

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

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

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

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

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

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

The Effingham County Planning Commission recommends:

APPROVAL  DISAPPROVAL

Of the rezoning request by applicant James Carlson — (Map # 320 Parcel # 4) from AR-1 to B-2 zoning.

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

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

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

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

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

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

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

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

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  [ ] DISAPPROVAL  [ ]

Of the rezoning request by applicant James Carlson — (Map # 320 Parcel # 4) from AR-1 to B-2 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – July 18, 2022
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL [X]  DISAPPROVAL [ ]

Of the rezoning request by applicant James Carlson – (Map # 320 Parcel # 4) from AR-1 to B-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?
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022
Item Description: James Carlson requests to rezone 5 of 20 acres from AR-1 to B-2 to allow for commercial development. Located on Highway 119 South. Map# 320 Parcel# 74

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5 of 20 acres from AR-1 to B-2 to allow for commercial development, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant wishes to rezone 5 acres along the Hwy 119 frontage, to expand business operations on an adjacent parcel. The proposed development will include pet funerary services and two additional retail suites.
- The remaining 15 acres, which is heavily covered in wetlands, is to be combined with Map/Parcel 345-2, which is zoned AR-1.
- The proposed development is adjacent to an existing crematory and funeral home, which is zoned B-2.
- At the July 18, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 5 of 20 acres from AR-1 to B-2, with the following conditions:
  1. The lot must meet the requirements of the B-2 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts be approved and permitted by USACE and a copy submitted to Development Services.
  4. 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 5 of 20 acres from AR-1 to B-2 to allow for commercial development, with the following conditions:
   1. The lot must meet the requirements of the B-2 zoning district.
   2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   3. All wetland impacts be approved and permitted by USACE and a copy submitted to Development Services.
   4. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.

2. Deny the request to rezone 5 of 20 acres from AR-1 to B-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. 320-74
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 320-74

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 JAMES CARLSON has filed an application to rezone five (5) +/- acres; from AR-1 to B-2 to allow for commercial development; map and parcel number 320-74, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 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 June 29, 2022; and

IT IS HEREBY ORDAINED THAT five (5) +/- acres; map and parcel number 320-74, located in the 3rd commissioner district is rezoned from AR-1 to B-2, with the following conditions:

1. The lot must meet the requirements of the B-2 zoning district.
2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. All wetland impacts be approved and permitted by USACE and a copy submitted to Development Services.
4. 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: Conditional Use (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022
Item Description: James Carlson requests a conditional use to allow for a crematory in the B-2 zoning district. Located on Highway 119 South, zoned AR-1, proposed zoning B-2. Map# 320 Parcel# 74

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a conditional use to allow for a crematory in the B-2 zoning district, with conditions.

Executive Summary/Background
- Article III. General Provisions, Section 3.6 Cemeteries, Mausoleums, and Crematories permits a crematorium as a conditional use in B-2.
  1. Pursuant to Sec. 5.10.2, Crematoriums may be permitted in B-2, in accordance with the provisions of section 7.1.6, on a conditional basis.
  2. Section 7.1.6 provides the following factors for consideration:
     a. Shall not adversely affect economic values or physical appearance of the surrounding areas;
        The proposed development is related to, and compatible with, the adjacent funeral home and crematory.
     b. Physical and environmental effects;
        The proposed development will undergo review for stormwater and traffic impacts.
     c. Buffer zones; and Additional space for parking, landscaping, building, loading zones, and setbacks, to protect adjacent structures or lots from adverse impact.
        The proposed development has ample space to meet all parking and landscape requirements.
- Crematory operations require a state license, per O.C.G.A. 43-18-70 and Rule 250-6-.01 Establishment/Crematory Licensure Regulations.
- The crematory will serve in a pet funerary capacity, providing services to both pet owners and veterinary hospitals. No comparable service is currently available in the Effingham County area.
- The applicant was approved for a conditional use for a crematory on May 18, 2021, for adjacent parcel 345-1. That crematory provides services in concert with Carlson-Riggs Funeral Home.
- According state law, animal remains may not be treated in the same crematory as human remains.
- At the July 18, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request for a conditional use to allow for a crematory in B-2 zoning, with the follow conditions:
  1. Crematory shall operate only after approval of state license, per O.C.G.A. 250-6 - Establishment/Crematory Licensure Regulations.
  2. A copy of the state license shall be provided to Development Services.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve the request for a conditional use to allow for a crematory in the B-2 zoning district, with conditions:
   1. Crematory shall operate only after approval of state license, per O.C.G.A. 250-6 - Establishment/Crematory Licensure Regulations.
   2. A copy of the state license shall be provided to Development Services.

2. Deny the request for a conditional use.

Recommended Alternative: 1  Other Alternatives: 2

Department Review: Development Services  FUNDING: N/A

ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: 6/13/22

Applicant/Agent: James Carlson

Applicant Email Address: admin@carlsonandco.com

Phone #: (912) 655-7187

Applicant Mailing Address: 2877 Huy 119 N
Springfield, GA 31324

Property Owner, if different from above:

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known):

Phone #

Owner’s Mailing Address:

Property Location: 2111 Huy 119 S Guyton, Ga 31312

Present Zoning of Property: AR-1 (B-3 proposed)
Tax Map-Parcel #: 320-74
Total Acres: 20 (5 proposed 18.5)

CONDITIONAL USE REQUESTED:

Section 3.15A - RESIDENTIAL BUSINESS
See Section 3.15A for requirements

Section 3.15B - RURAL BUSINESS
See Section 3.15B for requirements

✓ OTHER (provide relevant section of code): Part II, Appendix C,

3.6 crematory in B-2

Reason: Wish to establish a pet crematory on site.

Applicant Signature: [Signature]
Date: 6/14/22
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 10/1/2028, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2787 page 969-970.

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

Owner’s signature: [Signature]
Print Name: [James Carlson]

Owner’s signature: [Signature]
Print Name: 

Owner’s signature: [Signature]
Print Name: 

Sworn and subscribed before me this 14 day of June, 2022.

[Signature]
Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I, James Carlson, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Conditional Use application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: James Carlson
Applicant/Agent Address: 2077 Hwy 119 N
City: Springfield State: GA Zip Code: 31329
Phone: 918-655-7187 Email: admin@carlsonsandco.com

Owner’s signature: James Carlson
Print Name: James Carlson

Personally appeared before me ______________________ (Owner print)

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

Sworn and subscribed before me this 14 day of June, 2022.

[Signature]
Notary Public, State of Georgia
LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of 1st day of June, 2022, by and between

Freida U. Morgan
(Hereinafter referred to as the "Grantor"), and

Carlson & Biggs Funeral Services, LLC
(Hereinafter referred to as "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 that certain tract or parcel of land situating, lying and being in Effingham County, Georgia, containing Twenty (20) acres, more or less, upon a map made by Paul Wettasala, County Surveyor dated March 30, 1974, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Book 12, Page 89. Said property was conveyed to Freida U. Morgan by Assent to Devise dated December 13, 2016, recorded in Deed Book 2381, Page 349, in the aforesaid Clerk’s Office. Said map and deed are incorporated herein by reference.

2111 Highway 119 S., Guyton, Georgia 31312
PIN 03200-074-000

Said property containing improvements thereon currently known as 2111 Georgia 119 S., Guyton, GA 31312, PIN 03200-074-000

(Hereinafter referred to as the "Property")

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

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 anywise appertaining, only to the proper use, benefit and behoof of the said Grantee forever in FEE SIMPLI.

File No.: 2022-3742-MHNR

Limited Warranty Deed

Page 1 of 2
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]

Unsworn Witness

[Signature]

Notary Public

(NOTARIAL SEAL)
DEED TO SECURE DEBT, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT

THIS DEED TO SECURE DEBT, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT made this 1st day of June, 2022, by and between

***Carlson and Riggs Funeral Services LLC***

of Effingham County, Georgia (hereinafter referred to as "Grantor"), and BANK OF NEWINGTON, a Georgia corporation having an address of P. O. Box 68, Newington, Georgia 30446 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is justly indebted to Grantee in the sum of

***Two Hundred Seventy Two Thousand Dollars and Zero Cents***

DOLLARS ($272,000.00) in lawful money of the United States of America, or, if this instrument is a construction mortgage, so much of said sum as may be advanced, and has agreed to pay the same, with interest thereon, according to the terms of a certain Note (the "Note") given by Grantor to Grantee, of even date herewith, with final payment being due on 7/1/2023.

NOW, THEREFORE, in consideration of the premises and of the sum hereinabove set forth, Grantor has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee the following property (the "Property"), to-wit:

2111 Georgia 119 S
Guyton Ga 31312

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART THEREOF

TOGETHER WITH, all and singular, the improvements, fixtures, easements, hereditaments, rights, members and appurtenances therunto belonging or in anywise appertaining, including, without limitation, the buildings and improvements now or hereafter erected thereon, and the fixtures, attachments, appliances, equipment, machinery and other articles affixed or attached to said buildings and improvements including, without limitation, all building materials, electrical, plumbing, heating and air conditioning systems, all built-in appliances, cabinets and lighting fixtures (the "Improvements"); and
IN WITNESS WHEREOF, this deed has been duly executed by the Grantor under seal, the day and year first above written.

Signed, sealed & delivered in the presence of:

James Matthew Carlson, Member of Carlson and Riggs Funeral Services LLC

Notary Public

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: BANK OF NEWINGTON NMLS ID: 674991
Individual: Harold Eugene Sheppard, Jr. NMLS ID: 682328
STATE OF GEORGIA

EFFINGHAM COUNTY

PLAT OF

Twenty acres of land in 10th G. M. District surveyed
and plat drawn for Woodrow Usher out of lands of

Scale 330 Ft. Pr. Inch. 


Paul Weitman, County Surveyor
Effingham County Georgia
Certified By Ben W. Fortson, Jr.
Secretary Of State
PRELIMINARY SKETCH PLAN FOR PARCEL #: (032000074) BEING SUBDIVIDED INTO TWO TRACTS, LOCATED IN THE 10th G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA

FLOOD INFORMATION:
FEMA FLOOD MAP: (131030022303)
EFFECTIVE DATE: (12/17/2010)
This area is located in a flood hazard area

FLOOD ZONE:
"X" AREA OF MINIMAL FLOOD HAZARD

RESERVED FOR THE CLERK OF COURT

1. The field data was collected using a Topcon - ES Total Station, Carlson RTA Data Collector and a Carlson BRx+ GPS.
2. This property is not located in a federal flood area as indicated by the F.I.R.M. Official Flood Hazard Maps.
3. This plan has been calculated for closure and is found to be accurate within one foot in 100,000 feet.
4. "To the best of my knowledge, information and belief, all angles, bearings, measurements of courses, distances, and minimum locations area as shown, have been proven by a land survey and in my opinion this is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of Georgia law 1978.

5. This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the official code of Georgia annotated (OGA) 15-6-87 in that where a conflict exists between these two sets of specifications the requirements of the law prevail.

SURVEYOR CERTIFICATION

This plat is a reiteration of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plans, or other information is which created the parcel or parcels are stated herein. Records of this plat does not imply approval of any local jurisdiction, availability of permits, compliance with local regulations or requirements, or suitability or any use or purpose of the land. Furthermore, the undersigned land surveyor that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.C.A. section 15-6-87.
Item XV. 21.
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022
Item Description: James Carlson requests a conditional use to allow for a crematory in the B-2 zoning district. Located on Highway 119 South, zoned AR-1, proposed zoning B-2. Map# 320 Parcel# 74

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a conditional use to allow for a crematory in the B-2 zoning district, with conditions.

Executive Summary/Background
- Article III. General Provisions, Section 3.6 Cemeteries, Mausoleums, and Crematories permits a crematorium as a conditional use in B-2.
  1. Pursuant to Sec. 5.10.2, Crematoriums may be permitted in B-2, in accordance with the provisions of section 7.1.6, on a conditional basis.
  2. Section 7.1.6 provides the following factors for consideration:
     a. Shall not adversely affect economic values or physical appearance of the surrounding areas;
     b. Physical and environmental effects;
     c. Buffer zones; and Additional space for parking, landscaping, building, loading zones, and setbacks, to protect adjacent structures or lots from adverse impact.
- Crematory operations require a state license, per O.C.G.A. 43-18-70 and Rule 250-6-.01 Establishment/Crematory Licensure Regulations.
- The crematory will serve in a pet funerary capacity, providing services to both pet owners and veterinary hospitals. No comparable service is currently available in the Effingham County area.
- The applicant was approved for a conditional use for a crematory on May 18, 2021, for adjacent parcel 345-1. That crematory provides services in concert with Carlson-Riggs Funeral Home.
- According state law, animal remains may not be treated in the same crematory as human remains.
- At the July 18, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request for a conditional use to allow for a crematory in B-2 zoning, with the following conditions:
  1. Crematory shall operate only after approval of state license, per O.C.G.A. 250-6 - Establishment/Crematory Licensure Regulations.
  2. A copy of the state license shall be provided to Development Services.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve the request for a conditional use to allow for a crematory in the B-2 zoning district, with conditions:
   1. Crematory shall operate only after approval of state license, per O.C.G.A. 250-6 - Establishment/Crematory Licensure Regulations.
   2. A copy of the state license shall be provided to Development Services.

2. Deny the request for a conditional use.

Recommended Alternative: 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. 320-74
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 320-74
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, JAMES CARLSON has filed an application for a conditional use to allow for a crematory in the B-2 zoning district; map and parcel number 320-74, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 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 June 29, 2022; and

IT IS HEREBY ORDAINED THAT a conditional use for a crematory in the B-2 zoning district; map and parcel number 320-74, located in the 3rd commissioner district, is approved, with the following conditions:

1. Crematory shall operate only after approval of state license, per O.C.G.A. 250-6 - Establishment/Crematory Licensure Regulations.
2. A copy of the state license shall be provided to Development Services.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: __________________________
FIRST/SECOND READING: ________________

STEPHANIE JOHNSON
COUNTY CLERK
Subject: Rezoning (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022

Item Description: Joseph Alan Kersey request to rezone 3.32 acres from B-3 to I-1, to allow for the increased use potential for existing commercial structures. Located at 119, 131, 145, and 149 Commercial Court. Map# 465D Parcels# 14,15,16,17

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 3.32 acres from B-3 to I-1, to allow for the increased use potential for existing commercial structures, 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 applicant wishes to respond to market conditions and rent warehouse space to a wider range of tenants.
- The properties are located in a commerce park, and land to the north is zoned I-1 for warehouse and distribution.
- Rezoning to I-1 was granted on June 15, 2021 to adjacent parcels 465D-12&13, to allow for metal parts assembly.
- At the July 18, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 3.32 acres from B-3 to I-1, with the follow conditions:
  1. The lots shall meet the requirements of the I-1 zoning district.
  2. Obtain approval for a variance from buffer requirements for I-1.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request to rezone 3.32 acres from B-3 to I-1, to allow for the increased use potential for existing commercial structures, with conditions:
   1. The lots shall meet the requirements of the I-1 zoning district.
   2. Obtain approval for a variance from buffer requirements for I-1.
2. Deny the request to rezone 3.32 acres from B-3 to I-1.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A
   3. Ownership certificate/authorization 4. Aerial photograph
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 6/10/2020

Applicant/Agent: Joseph Alan Kersey

Applicant Email Address: alankersey98@gmail.com

Phone # 912-663-7480

Applicant Mailing Address: 2902 River Drive, Unit D 301

City: Thunderbolt State: GA Zip Code: 31404

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: 119, 131, 145, 149 Commercial Court, Rincon

Proposed Road Access: Commercial Court

Present Zoning of Property: B-3 Proposed Zoning: I-1

Tax Map-Parcel # 4105D-14/15/10/17 3.32 Acres to be Rezoned: 3.32

Lot Characteristics: Existing Commercial Building

WATER

_____ Private Well

____ Public Water System

If public, name of supplier: Coastal Water

SEWER

____ Private Septic System

____ Public Sewer System

Justification for Rezoning Amendment: _____________________________

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

North _______ South _______ East _______ West _______

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

Multi-Tenants - Powdercoating Business, Used-Car Sales, Alarm Systems, Staffing Company, Hair Salon

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.

No immediate change. Proposed zoning to accommodate possible future tenants and match neighboring zonings.

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

Cabinet manufacturing, CNC Machine Shop, Foundation Repair

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

Nothing will change for neighboring 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 1/10/22
1. Describe the current use of the property you wish to rezone.

Savannah Ceramic Coatings & LowCountry Foundation Repairs

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.

No immediate change. Proposed zoning to accommodate future tenants and match neighboring zoning.

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

Ceramic Coating & Foundation Repair

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

Nothing will change for neighboring 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: ___________________________ Date: 6/10/22
1. Describe the current use of the property you wish to rezone.

Foundation Repair & Coating Machinery Storage
CNC Machine Shop

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.

No change. Need to correct zoning for machine shop.

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

Foundation Repair, CNC Machining, Electrical Contractor, Powdercoating

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

Nothing will 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

Applicant Signature: ____________________________ Date: 1/10/22
1. Describe the current use of the property you wish to rezone.

   Silverlake Design - build electrical components for machinery, Electric Company

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.

   No immediate change. Need reasoning to align with neighboring properties for future.

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

   CNC Machinery, Foundation Repair, Electrical Contractor

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

   Nothing will 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

Applicant Signature: ____________________________ Date 11/10/22
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date ________, 2014, 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 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 ______, 2020.

Kathleen Erin Dunnigan
Notary Public, State of Georgia
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

1/19/2019

on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2381e page 974.

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 10th day of June, 2022.

Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I, ______________________________, 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: ______________________________

Applicant/Agent Address: ______________________________

City: __________________ State: GA Zip Code: 31404

Phone: __________________ Email: __________________

Owner's signature ______________________________

Print Name ______________________________

Personally appeared before me ______________________________ (Owner print)

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

Sworn and subscribed before me this 10th day of June, 2022.

Sherrie J. Odom
Notary Public, State of Georgia

Rev 01132022
LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF Henry

This Indenture, made this 23rd day of APRIL in the Year of Our Lord Two Thousand and Fourteen, between UNITED COMMUNITY BANK, of the State of Georgia, of the first part and K & S COMMERCIAL VILLAGE, LLC., of the State of Georgia, of the second part.

Witnesseth: That the said party of the first part for and in consideration of the sum of Ten Dollars ($10.00), in hand paid, at and before the sealing and deliver of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, the following described property, to-wit:

PLEASE SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

This property is conveyed subject to all easements for roads and utilities in use or of record.

To Have And To Hold the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only use, benefit and behoof of the said party of the second part, his heirs and assigns, forever, in Fee Simple.

And the Said party of the first part for its successors and assigns, will warrant and defend the right and title to the above described property, unto the said party of the second part, his heirs and assigns, against the claims of all persons owning, holding or claiming by, through or under the said party of the first part.

In Witness Whereof, the said party of the first part has hereunto set its hand and seal the day and year first above written.

WITNESS

By: Donald C. Chapman, Jr.
Its: Special Assets Officer
ATTEST:

Signed, Sealed & Delivered in the presence of:

Notary Public
My Commission Expires:
EXHIBIT “A”

Parcel 1: 131 Commercial Court

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing approximately .83 acres and being known and designated as Lot 16, Twenty-One Centre Commercial Park, as shown on that certain map or plat made by Warren E. Pothress, dated December 4, 1995, recorded in Plat Cabinet A, Slide 350-D, in the records of the Clerk of the Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

AND ALSO, the right of ingress and egress over and across Goshen Road Extension and Commercial Court, as set forth in the map or plat hereinabove described.

Subject, however to all valid restrictions, easements and rights of record.

Parcel 2: 145 Commercial Court

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing approximately .83 acres and being known and designated as Lot 15, Twenty-One Centre Commercial Park, as shown on that certain map or plat made by Warren E. Pothress, dated December 4, 1995, revised April 3, 1996, recorded in Plat Cabinet A, Slide 350-D, in the records of the Clerk of the Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

AND ALSO, the right of ingress and egress over and across Goshen Road Extension and Commercial Court, as set forth in the map or plat hereinabove described.

Subject, however to all valid restrictions, easements and rights of record.

Parcel 3: 149 Commercial Court

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing approximately .83 acres and being known and designated as Lot 14, Twenty-One Centre Commercial Park, as shown on that certain map or plat made by Warren E. Pothress, dated December 4, 1995, recorded in Plat Cabinet A, Slide 350-D, in the records of the Clerk of the Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

AND ALSO, the right of ingress and egress over and across Goshen Road Extension and Commercial Court, as set forth in the map or plat hereinabove described.

Subject, however to all valid restrictions, easements and rights of record.
JOINT TENANCY WITH SURVIVORSHIP DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This Indenture made this 12th day of January, 2017 between Joseph Alan Kersey a/k/a Alan Kersey, as party of the first part, hereinafter called Grantor, and J. Alan Kersey and P. Jeane Kersey, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

Witnesseth that: Grantor, for and in consideration of the sum of One ($1.00) Dollar cash in hand paid, the receipt and adequacy of which is hereby acknowledged has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

Parcel 1:

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing 1.07 acres, more or less, as shown and more particularly described on that certain map or plat made by Paul Weitman, recorded in Plat Book 8, Page 216, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

Subject to all restrictive covenants, easements and rights-of-way of record, if any.

This being the same property conveyed by Alan Kersey to Joseph Alan Kersey, dated November 22, 1994 and recorded in Deed Book 372, Page 155, aforesaid records.

This being the same property conveyed by Warranty Deed from Joseph Alton Hughes and Mary B. Hughes to Alan Kersey, dated February 28, 1994 and recorded in Deed Book 353, Page 362, aforesaid records.
Parcel 2:

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as Lot 17, Twenty-One Centre Commercial Park, as shown and more particularly described on that certain map or plan made by Warren E. Poythress, dated December 4, 1995, recorded in Plat Cabinet A, Slide 350-A, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

This being the same property conveyed by Warranty Deed from Edward W. Beaty, Jr. to Alan Kersey, dated April 3, 2001 and recorded in Deed Book 702, Page 216, aforesaid records.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantees against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this day and year first above written.

\[Signature\]

(SEAL)

Joseph Alan Kersey a/k/a Alan Kersey

Signed, sealed and delivered this 19th day of January, 2017, in the presence of:

\[Signature\]

WITNESS

Amy L. Hughes

NOTARY PUBLIC

**TITLE NOT EXAMINED NOR WARRANTED BY PREPARER OF DEED**
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Joseph Alan Kersey
119, 131, 145 149 Commercial Ct. Rincon
Pin: 465D-14, 15, 16, 17
Total Acres: 3.32 Acres to be rezoned: 3.32

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 B-3 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
NOW OR FORMERLY TWENTY ONE CENTRE PHASE II

COMMERICAL COURT 60' R/W

COMMERICAL DRIVE 60' R/W

COHEN ROAD EXTENSION 80' R/W

STATE HIGHWAY 21 NORTH BOUND LANE 100' R/W

SEE EXISTING L/E 225
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 Joseph Alan Kersey—(Map # 465D Parcel # 14,15,16,17) from B-3 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 – July 18, 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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APPROVAL  DISAPPROVAL

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

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?
9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ☐ DISAPPROVAL ☐

Of the rezoning request by applicant Joseph Alan Kersey—(Map # 465D Parcel # 14,15,16,17) from B-3 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 – July 18, 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 Joseph Alan Kersey– (Map # 465D Parcel # 14,15,16,17) from B-3 to I-1 zoning.

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

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

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

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

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

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

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

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

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

Item Description: Joseph Alan Kersey request to rezone 3.32 acres from B-3 to I-1, to allow for the increased use potential for existing commercial structures. Located at 119, 131, 145, and 149 Commercial Court. Map# 465D Parcels# 14,15,16,17

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 3.32 acres from B-3 to I-1, to allow for the increased use potential for existing commercial structures, 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 applicant wishes to respond to market conditions and rent warehouse space to a wider range of tenants.
- The properties are located in a commerce park, and land to the north is zoned I-1 for warehouse and distribution.
- Rezoning to I-1 was granted on June 15, 2021 to adjacent parcels 465D-12&13, to allow for metal parts assembly.
- At the July 18, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 3.32 acres from B-3 to I-1, with the follow conditions:
  1. The lots shall meet the requirements of the I-1 zoning district.
  2. Obtain approval for a variance from buffer requirements for I-1.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives
1. Approve the request to rezone 3.32 acres from B-3 to I-1, to allow for the increased use potential for existing commercial structures, with conditions:
   1. The lots shall meet the requirements of the I-1 zoning district.
   2. Obtain approval for a variance from buffer requirements for I-1.
2. Deny the request to rezone 3.32 acres from B-3 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.
465D-14,15,16,17
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
465D-14,15,16,17

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITHE.

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

WHEREAS JOSEPH ALAN KERSEY has filed an application to rezone three and thirty-two hundredth (3.32) +/- acres; from B-3 to I-1 to allow for increased use potential of existing commercial structures; map and parcel number 465D-14,15,16,17, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 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 June 29, 2022; and

IT IS HEREBY ORDAINED THAT three and thirty-two hundredth (3.32) +/- acres; map and parcel number 465D-14,15,16,17, located in the 5th commissioner district is rezoned from B-3 to I-1, with the following conditions:

1. The lots shall meet the requirements of the I-1 zoning district.
2. Obtain approval for a variance from buffer requirements for I-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
Staff Report

Subject: Variance (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022

Item Description: Joseph Alan Kersey requests a variance from the requirement for a 50’ buffer between commercial and industrial zoned parcels. Located at 119, 131, 145, 149 Commercial Court, zoned B-3, proposed zoning I-1. Map# 465D Parcels# 14,15,16,17

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance from the requirement for a 50’ buffer between commercial and industrial 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.
- A variance from buffer requirements was granted for adjacent parcels 465D-12&13 on July 20, 2021.
- The warehouses are part of an existing business park, and are suitable in size and location for low intensity industrial uses such as metal assembly. The proposed zoning will not have a negative impact on the adjacent land uses.
- There is no room to accommodate the buffer requirement on individual lots in the existing business park. The industrial zoned land to the north includes a 150’ vegetative buffer between industrial and commercial districts.
- At the July 18, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request for a variance from the requirement for a 50’ buffer between commercial and industrial zoned parcels.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives
1. **Approve** request for a variance from the requirement for a 50’ buffer between commercial and industrial zoned parcels.
2. **Deny** request for a variance from the requirement for a 50’ buffer between commercial and industrial zoned parcels.

Recommended Alternative: 1  Other Alternative: 2

Department Review: Development Services  FUNDING: N/A

Attachments:  
1. Variance application  
2. Ownership certificate  
3. Site plan  
4. Aerial photograph
ATTACHMENT A - VARIANCE APPLICATION

Applicant/Agent: Joseph Alan Kersey
Applicant Email Address: alankersey98@gmail.com
Phone #: 912-460-7480
Applicant Mailing Address: 2902 River Drive, Unit Dr. 301
City: Thunderbolt State: GA Zip Code: 31404

Property Owner, if different from above: Include Signed & Notarized Authorization of Property Owner
Owner’s Email Address (if known):
Phone #
Owner’s Mailing Address: 119, 131, 145, 149 Commercial Court, Rincon
City: State: Zip Code:

Property Location: 119, 131, 145, 149 Commercial Court, Rincon
Name of Development/Subdivision:
Present Zoning of Property B-3 Tax Map-Parcel # 465D-14,15,16,17 Total Acres 3.32

VARIANCE REQUESTED (provide relevant section of code):
Describe why variance is needed: Existing buildings are too close to allow for any required buffer.

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

Applicant Signature: __________________________ Date 6-10-22

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

11/29/2014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2241 page 979.

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 Alan Kersey

Owner’s signature

Print Name

Owner’s signature

Print Name

Owner’s signature

Print Name

Sworn and subscribed before me this 10th day of June, 2020.

Kathleen Erin Dunnigan
Notary Public, State of Georgia
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

11/19/2017, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2386, page 974.

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 10th day of June, 2022.

Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I, Jeane Kersey, 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: Alan Kersey
Applicant/Agent Address: 2902 River Drive, Unit D-301
City: Thunderbolt State: GA Zip Code: 31404
Phone: (912) 663-5148 Email: alankersey48@gmail.com
Owner's signature: Alan Kersey
Print Name: Alan Kersey

Personally appeared before me Alan Kersey (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 10th day of June, 2022.

Sherrie J. Odum
Notary Public, State of Georgia

Rev 01132022 564
LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Henry

This Indenture, made this ___ day of APRIL in the Year of Our Lord Two Thousand and Fourteen, between UNITED COMMUNITY BANK, of the State of Georgia, of the first part and K & S COMMERCIAL VILLAGE, LLC., of the State of Georgia, of the second part,

Witnesseth: That the said party of the first part for and in consideration of the sum of Ten Dollars ($10.00), in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, the following described property, to-wit:

PLEASE SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

This property is conveyed subject to all assessments for roads and utilities in use or of record.

To Have And To Hold the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only use, benefit and behoof of the said party of the second part, his heirs and assigns, forever, in Fee Simple.

And the Said party of the first part for its successors and assigns, will warrant and defend the right and title to the above described property, unto the said party of the second part, his heirs and assigns, against the claims of all persons owning, holding or claiming by, through or under the said party of the first part.

In Witness Whereof, the said party of the first part has hereunto set its hand and seal the day and year first above written.

WITNESS

[Signature]

[Seal]

By: Donald C. Chapman, Jr.
Its: Special Assets Officer

ATTEST:

[Seal]

By:
Its:

[Seal]

(BANK SEAL)

Signed, Sealed & Delivered in the presence of:

[Signature]

Notary Public
My Commission Expires:
EXHIBIT “A”

Parcel 1: 131 Commercial Court

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing approximately .83 acres and being known and designated as Lot 16, Twenty-One Centre Commercial Park, as shown on that certain map or plat made by Warren E. Pothress, dated December 4, 1995, recorded in Plat Cabinet A, Slide 350-D, in the records of the Clerk of the Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

AND ALSO, the right of ingress and egress over and across Goshen Road Extension and Commercial Court, as set forth in the map or plat hereinabove described.

Subject, however to all valid restrictions, easements and rights of record.

Parcel 2: 145 Commercial Court

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing approximately .83 acres and being known and designated as Lot 15, Twenty-One Centre Commercial Park, as shown on that certain map or plat made by Warren E. Pothress, dated December 4, 1995, revised April 3, 1996, recorded in Plat Cabinet A, Slide 350-D, in the records of the Clerk of the Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

AND ALSO, the right of ingress and egress over and across Goshen Road Extension and Commercial Court, as set forth in the map or plat hereinabove described.

Subject, however to all valid restrictions, easements and rights of record.

Parcel 3: 149 Commercial Court

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing approximately .83 acres and being known and designated as Lot 14, Twenty-One Centre Commercial Park, as shown on that certain map or plat made by Warren E. Pothress, dated December 4, 1995, recorded in Plat Cabinet A, Slide 350-D, in the records of the Clerk of the Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

AND ALSO, the right of ingress and egress over and across Goshen Road Extension and Commercial Court, as set forth in the map or plat hereinabove described.

Subject, however to all valid restrictions, easements and rights of record.
JOINT TENANCY WITH SURVIVORSHIP DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This Indenture made this \(q^{th}\) day of January, 2017 between Joseph Alan Kersey a/k/a Alan Kersey, as party of the first part, hereinafter called Grantor, and J. Alan Kersey and P. Jeane Kersey, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of One ($1.00) Dollar cash in hand paid, the receipt and adequacy of which is hereby acknowledged as granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

Parcel 1:

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing 1.07 acres, more or less, as shown and more particularly described on that certain map or plat made by Paul Weitzman, recorded in Plat Book 8, Page 216, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

Subject to all restrictive covenants, easements and rights-of-way of record, if any.

This being the same property conveyed by Alan Kersey to Joseph Alan Kersey, dated November 22, 1994 and recorded in Deed Book 372, Page 155, aforesaid records.

This being the same property conveyed by Warranty Deed from Joseph Alton Hughes and Mary B. Hughes to Alan Kersey, dated February 28, 1994 and recorded in Deed Book 353, Page 362, aforesaid records.
Parcel 2:

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as Lot 17, Twenty-One Centre Commercial Park, as shown and more particularly described on that certain map or plan made by Warren E. Poythress, dated December 4, 1995, recorded in Plat Cabinet A, Slide 350-A, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

This being the same property conveyed by Warranty Deed from Edward W. Beaty, Jr. to Alan Kersey, dated April 3, 2001 and recorded in Deed Book 702, Page 216, aforesaid records.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantees against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this day and year first above written.

[Signature]
Joseph Alan Kersey a/k/a Alan Kersey

Signed, sealed and delivered this 16th day of January, 2017, in the presence of:

WITNESS

[Signature]
Amy Hughes
NOTARY PUBLIC

**TITLE NOT EXAMINED NOR WARRANTED BY PREPARER OF DEED**
Staff Report

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

Item Description: Joseph Alan Kersey requests a variance from the requirement for a 50’ buffer between commercial and industrial zoned parcels. Located at 119, 131, 145, 149 Commercial Court, zoned B-3, proposed zoning I-1. Map# 465D Parcels# 14,15,16,17

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance from the requirement for a 50’ buffer between commercial and industrial 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.

A variance from buffer requirements was granted for adjacent parcels 465D-12&13 on July 20, 2021.

The warehouses are part of an existing business park, and are suitable in size and location for low intensity industrial uses such as metal assembly. The proposed zoning will not have a negative impact on the adjacent land uses.

There is no room to accommodate the buffer requirement on individual lots in the existing business park. The industrial zoned land to the north includes a 150’ vegetative buffer between industrial and commercial districts.

At the July 18, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request for a variance from the requirement for a 50’ buffer between commercial and industrial zoned parcels.

The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives

1. **Approve** request for a variance from the requirement for a 50’ buffer between commercial and industrial zoned parcels.

2. **Deny** request for a variance from the requirement for a 50’ buffer between commercial and industrial zoned parcels.

Recommended Alternative: 1

Other Alternative: 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. 465D-14,15,16,17
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 465D-14,15,16,17

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, JOSEPH ALAN KERSEY has filed an application for a variance, to eliminate the buffers; map and parcel number 465D-14,15,16,17, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 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 June 29, 2022; and

IT IS HEREBY ORDAINED THAT a variance to eliminate buffers; map and parcel number 465D-14,15,16,17, located in the 5th commissioner district is approved.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
    WESLEY CORBITT, CHAIRMAN

ATTEST: ____________________________
         FIRST/SECOND READING: ______________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022

Item Description: Oleg Mitnik requests to rezone 5.8 acres from B-3 to I-1, to unify zoning within two parcels. Located off Commerce Court. Map# 466C Parcels# 2&3

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5.8 acres from B-3 to I-1 (Heavy Industrial – Junkyard) to unify zoning within two 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.
- On November 17, 2020, 21.96 acres of map/parcels 466C-1, 2, & 3 was rezoned to I-1, to bring the car export use of the parcels into zoning district compliance.
- 5.8 acres of map/parcels 466C-2&3 remained B-3, but no development is planned due to extensive wetlands coverage. The parcel has not been subdivided by plat. The land is protected from development under a conservation easement.
- As no plat was recorded showing the division of B-3 and I-1, zoning for map/parcels 466C-2&3 is undefined and shown on GIS as “split”.
- Rezoning the 5.8 acres to I-1 will unify the parcel zoning, clarify zoning district mapping, and allow for more favorable buffer depths in adjacent parcels that are planned to develop with industrial use.
- At the July 18, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 5.8 acres from B-3 to I-1, with the follow conditions:
  1. All conditions from the November 17, 2020 rezoning approval for 466C-2&3 will apply to the entirety of both parcels.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives
1. Approve the request to rezone 5.8 acres from B-3 to I-1, to unify zoning within two parcels, with the following conditions:
   1. All conditions from the November 17, 2020 rezoning approval for 466C-2&3 will apply to the entirety of both parcels.
2. Deny the request to rezone 5.8 acres from B-3 to I-1.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments: 1. Rezoning application and checklist 4. Deed
            3. Ownership certificate/authorization 5. Aerial photograph
            4. Plat
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 6/17/2022

Applicant/Agent: Oleg Mitnik

Applicant Email Address: olegm@usatrt.com

Phone #: 973-344-7100 ext 203

Applicant Mailing Address: 250 Port Street

City: Newark State: NJ Zip Code: 07114

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: 140 Commerce Ct

Proposed Road Access: Commerce

Present Zoning of Property: B-3/L-1 Proposed Zoning: L-1

Tax Map-Parcel # 466G-3, 466C-2 Total Acres: 21.96 Acres to be Rezoned: 5.96

Lot Characteristics: Existing business with various buildings, offices, and car storage

WATER

_____ Private Well

_____ Private Septic System

x_____ Public Water System

x_____ Public Sewer System

If public, name of supplier:

Justification for Rezoning Amendment: Eliminating split zones

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

North L-1 South B-3 East B-3 West B-3

Rev 05052021
1. Describe the current use of the property you wish to rezone.

Current business operations involving used, wrecked cars and other expropriation and storage.

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.

Area to be rezoned is wetlands and not buildable

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

Other business involve used and wrecked cars.

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?

There are similar operations on nearby properties, and industrial zoning within park.

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

No

Applicant Signature: ____________________________ Date: 06/17/2022
EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 08/07/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2613 page 930-934.

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

Owner's signature
Print OLEG MITAINE

Owner's signature
Print

Owner's signature
Print

Sworn and subscribed before me this 24th day of September, 2020
Notary Public, State of Georgia

MAX POLOUKHIN
ID # 50034780
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires March 21, 2021
STATE OF GEORGIA
COUNTY OF EFFINGHAM

LIMITED WARRANTY DEED

THIS INDENTURE, made this 5th day of August, 2020, between 348 COMMERCER, LLC, as party or parties of the first part, hereinafter called Grantor, and 348 COMMERCE PROPERTIES, LLC, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits),

WITNESSETH:

WHEREAS, that Grantor, for and in consideration of the sum of TEN AND 00/100's ($10.00) Dollars and other good and valuable consideration in hand paid and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, the following described property, to wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 5th G.M. District of Effingham County, Georgia and being 6.00 acres, more or less, known as Lot 1, Effingham Park of Commerce, as shown and particularly described on that map or plan made by Michael A. Flanary, R.L.S. #2579, dated July 3, 2008, recorded in Plat Cabinet B, File 102-31, in the office of the clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat which is specifically incorporated herein and made a part hereof.

INCLUDED HEREBY IS ONE 2000 Fleetwood Mobile Home bearing Serial Number 161757571586CD31 and GARA75757571586CD31. (No warranties provided with regard to such mobile home).

ALSO, ALL that certain lot, tract, or parcel of land situate, lying and being in the 5th G.M. District, Effingham County, Georgia, containing 4.53 acres upland and 1.45 acres wetlands buffer and 0.82 acres wetlands, more or less, and being known as Lot 2, Effingham Park of Commerce Subdivision, as shown and more particularly described on that certain map or plan made by Charles W. Tuttle, Jr., R.L.S. #2345, dated February 26, 2006, recorded in Plat Cabinet C, Slides 115-36, in the office of the clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat which is specifically incorporated herein and made a part hereof.

This being the same property conveyed by Warranty Deed from Effingham Park of Commerce, LLC to D&R Housting, LLC, dated March 1, 2006, recorded in Deed Book 1416, Page 312, aforesaid records.

AND, ALSO, ALL that certain lot, tract or parcel of land situate, lying and being in the 5th G.M. District, Effingham County, Georgia, being known as Lot 3, Effingham Park of Commerce, as shown and more particularly described on that certain map or plan made by Leon A. Zipp, Jr., R.L.S. #2573, dated July 16, 2004, recorded in Plat Cabinet C, Slides 30-CD, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.
This being the property conveyed by Warranty Deed from Master Dell Previsions, Inc. to D&R Housing, LLC, dated June 29, 2006, recorded in Deed Book 1479, page 38, in the records.

The foregoing Lots 1, 2, and 3 being the same property described and conveyed to 140 Commerce, LLC by Limited Warranty Deed recorded at Deed Book 2004, page 181, in Birmingham County, Georgia records.

TO HAVE AND TO HOLD the said tract or parcel of land with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantee forever in FEE SIMPLE. Grantee expressly covenants that Grantee is aeived of said property in good free simple title and that Grantee has the full right, power and authority to convey the same; that the said property and the Grantee thereof are free and clear of any liens, claims or encumbrances whatever whereby the title to said property may in anywise be charged, charged, impaired or defeated and that the Grantee will forever WARRANT and DEFEND the said premises against the lawful claims of all persons owning, holding or claiming by, through or under the said Grantor, subject to the permitted exceptions listed in Exhibit "A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantee has executed this instrument by and through its duly authorized Corporate Officers with the Corporate Seal affixed thereto on the day and year first above written.

Signed, sealed and delivered.

[Signature]

Witness

[Signature]

Notary Public

Robert L. McCullough

My commission expired November 8, 2023

By: Raymond J. Demott, Member

140 Commerce, LLC
EXHIBIT "A"
PERMITTED TITLE EXCEPTIONS

1. Condominium Covenant published by Eggleston Park of Commerce, dated March 30, 1974, recording of mortgage, recorded in the office of the Clerk at Superior Court of Echols County, Georgia, in Deed Book 262, page 97.

NOTE: This exception does not govern any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (b) is not in violation of state or federal law; (c) is except under 42 U.S.C. Section 3607, or (d) relates to a handicap, but does not discriminate against handicapped people.


NOTE: This exception does not govern any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (b) is not in violation of state or federal law; (c) is except under 42 U.S.C. Section 3607, or (d) relates to a handicap, but does not discriminate against handicapped people.


4. Right of Way Dedded from O.C. Realty to the State Highway Department of Georgia, dated May 27, 1976, recorded in Deed Book 36, page 564, referred records.

5. Right of Way Dedded from O.C. Realty to the Highway Department of Georgia, dated June 11, 1976, recorded in Deed Book 36, page 564, referred records.

6. Right of Way Dedded from O.C. Realty to the Mayor and Aldermen of the City of Savannah, dated July 15, 1976, recorded in Deed Book 36, page 564, referred records.

7. Right of Way Dedded from O.C. Realty to the Mayor and Aldermen of the City of Savannah, dated July 15, 1976, recorded in Deed Book 36, page 564, referred records.

8. Right of Way Dedded from O.C. Realty to the Mayor and Aldermen of the City of Savannah, dated July 15, 1976, recorded in Deed Book 36, page 564, referred records.

9. Right of Way Dedded from O.C. Realty to the Mayor and Aldermen of the City of Savannah, dated July 15, 1976, recorded in Deed Book 36, page 564, referred records.

10. Right of Way Dedded from O.C. Realty to the Mayor and Aldermen of the City of Savannah, dated July 15, 1976, recorded in Deed Book 36, page 564, referred records.
Item XV. 27.


11. Petition and Consent for Condemnation and Order and Judgment of the Court between Coastal Water Company, as Plaintiff, and Defendant and Co-defendant, and Hingham Park of Commerce, LLC, The Honorable Thomas R. Lodge, Judge of the Probate Court of Hingham County, Massachusetts, and Lee Wright, Trustee of the Hingham Trust, as Defendant and Co-defendant, dated July 30, 2006, recorded in Deed Book 1490, page 101, Suffolk County.

12. Right of Way Easement from Hingham Park of Commerce, LLC to the Hingham County Board of Commissioners, dated November 14, 2006, recorded in Deed Book 1491, page 101, Suffolk County, page 15 and Deed Book 1492, page 16, Suffolk County.

13. Right of Way Deed from John J. Hassen, Jr., Philip M. Holle, and James R. Robb, Jr., to Hingham Park of Commerce, LLC, dated August 3, 2005, recorded in Deed Book 1539, page 207, Suffolk County.


AS TO LOT 10 ONLY

17. All matters disclosed in Item 9, Item 10, and Item 11 should be noted.

18. All matters disclosed in Item 9, Item 10, and Item 11 should be noted.

19. All matters disclosed in Item 9, Item 10, and Item 11 should be noted.

20. All matters disclosed in Item 9, Item 10, and Item 11 should be noted.

21. All matters disclosed in Item 9, Item 10, and Item 11 should be noted.

22. All matters disclosed in Item 9, Item 10, and Item 11 should be noted.

23. All matters disclosed in Item 9, Item 10, and Item 11 should be noted.

24. All matters disclosed in Item 9, Item 10, and Item 11 should be noted.

25. All matters disclosed in Item 9, Item 10, and Item 11 should be noted.

26. All matters disclosed in Item 9, Item 10, and Item 11 should be noted.

27. All matters disclosed in Item 9, Item 10, and Item 11 should be noted.
AREA TO BE REZONED
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
466C-1,2,3
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
466C-1,2,3

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, OLEG MITNICK has filed an application to rezone twenty-one and ninety-six hundredths (21.96) +/- acres; from B-3 to I-1; map and parcel number 466C-1,2,3 located in the 5th commissioner district, and

WHEREAS, a public hearing was held on November 17, 2020 and notice of said hearing having been published in the Effingham County Herald on October 28, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 7, 2020; and

IT IS HEREBY ORDAINED THAT twenty-one and ninety-six hundredths (21.96) +/- acres; map and parcel number 466C-1,2,3 located in the 5th commissioner district is rezoned from B-3 to I-1 with the following stipulations:

1. The applicant shall meet the requirements of Article III, Section 3.16 Junkyards.
2. The applicant shall provide information to comply with the requirements of Article V, Section 5.12.1B HI-Heavy industrial condition uses
3. The operation will be an intake/export facility and will not include a “dilapidated vehicle / storage” business.
4. The applicant shall be required to maintain traffic control specific to the above-referenced parcels within the Park of Commerce, and to maintain the driveway into the property from damage and disrepair, in order to avoid negative impacts on other tenants/owners’ operations in the Park of Commerce.
5. The applicant shall install visual screening of the above-referenced property from adjacent properties. The screen shall consist of a vertical component comprising of a fence system, or appropriate vegetation, or combination of both, of sufficient height and opacity to properly shield any and all wrecked vehicles or any miscellaneous shipping materials from view outside the property. The details of screening shall be submitted to the County’s Development Services Department for review and approval prior to beginning operations at the facility.
6. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
7. All wetland impacts shall be permitted by USACE.

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

This 17th day of November, 2020

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: WESLEY M. CORBITT, CHAIRMAN

ATTEST: STEPHANIE D. JOHNSON
COUNTY CLERK

FIRST/SECOND READING: 11/17/2020
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 Oleg Mitnik – (Map # 466C Parcels # 2&3) from B-3 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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL

Of the rezoning request by applicant Oleg Mitnik – (Map # 466C Parcels # 2&3) from B-3 to I-1 zoning.

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

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

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

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

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

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

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

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

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL    DISAPPROVAL

Of the rezoning request by applicant Oleg Mitnik — (Map # 466C Parcels # 2 & 3) from B-3 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 – July 18, 2022
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  [X]  DISAPPROVAL

Of the rezoning request by applicant Oleg Mitnik – (Map # 466C Parcels # 2&3) from B-3 to L-1 zoning.

Yes [X]  1. Is this proposal inconsistent with the county's master plan?

Yes [X]  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes [X]  3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes [X]  4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes [X]  5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes [X]  6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes [X]  7. Are nearby residents opposed to the proposed zoning change?

Yes [X]  8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – July 18, 2022

BKS  7/18/22
Staff Report

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

Item Description: Oleg Mitnik requests to rezone 5.8 acres from B-3 to I-1, to unify zoning within two parcels. Located off Commerce Court. Map# 466C Parcels# 2&3

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5.8 acres from B-3 to I-1 (Heavy Industrial – Junkyard) to unify zoning within two 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.
- On November 17, 2020, 21.96 acres of map/parcels 466C-1, 2, & 3 was rezoned to I-1, to bring the car export use of the parcels into zoning district compliance.
- 5.8 acres of map/parcels 466C-2&3 remained B-3, but no development is planned due to extensive wetlands coverage. The parcel has not been subdivided by plat. The land is protected from development under a conservation easement.
- As no plat was recorded showing the division of B-3 and I-1, zoning for map/parcels 466C-2&3 is undefined and shown on GIS as “split”.
- Rezoning the 5.8 acres to I-1 will unify the parcel zoning, clarify zoning district mapping, and allow for more favorable buffer depths in adjacent parcels that are planned to develop with industrial use.
- At the July 18, 2022 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 5.8 acres from B-3 to I-1, with the following conditions:
  1. All conditions from the November 17, 2020 rezoning approval for 466C-2&3 will apply to the entirety of both parcels.
- The motion was seconded by Ryan Thompson, and carried unanimously.

Alternatives
1. Approve the request to rezone 5.8 acres from B-3 to I-1, to unify zoning within two parcels, with the following conditions:
   1. All conditions from the November 17, 2020 rezoning approval for 466C-2&3 will apply to the entirety of both parcels.
2. Deny the request to rezone 5.8 acres from B-3 to I-1.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments: 1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 466C-2&3
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 466C-2&3

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS OLEG MITNIK has filed an application to rezone five and eight hundredth (5.8) +/- acres; from B-3 to I-1 to unify zoning within two parcels; map and parcel number 466C-2&3, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 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 June 29, 2022; and

IT IS HEREBY ORDAINED THAT five and eight hundredth (5.8) +/- acres; map and parcel number 466C-2&3, located in the 5th commissioner district is rezoned from B-3 to I-1, with the following condition:

1. All conditions from the November 17, 2020 rezoning approval for 466C-2&3 will apply to the entirety of both parcels.

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 (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022

Item Description: Stature Investments as Agent for Joye Polk et al., requests to rezone 130.58 acres from AR-1 to I-1 to allow for the development of industrial warehouses. Located on Old Augusta Road. Map# 477 Parcels# 8&9; Map# 477A Parcels# 6,7,8,9,10

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 130.58 acres from AR-1 to I-1 to allow for the development of industrial warehouses, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Warehousing is a permitted use in I-1 (Heavy Industrial).
- The scale of the proposed warehouse development exceeds the threshold (500,000 gross sf) to be considered a Development of Regional Impact (DRI). The Coastal Regional Commission determined that the project (DRI # 3740) warranted regional review; requested comments; and completed a DRI report.
- The county Future Land Use map indicates the project site is in Residential, Undeveloped and Agriculture areas. Residential areas include single and multi-family development. Agriculture areas include uses such as farming, livestock, timber harvesting, or recreation.
- The City of Savannah I&D water line is located east of the proposed parking area in the southeast of the development site.
- The required buffer between heavy industrial and AR/R zoning districts is 300’. The proposed development does not meet that requirement.
- The applicant withdrew an earlier application for two parcels that had access only to Abercorn Road. Additional parcels along Old Augusta Road were added to the development plan, which gives the project frontage on a designated truck route.
- Ryan Thompson Recused himself from this item.
- At the July 18, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 130.58 acres from AR-1 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 Effingham County Water Resources Protection Ordinance, 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 Approved 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 130.58 acres from AR-1 to I-1 to allow for the development of industrial warehouses, 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, 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 Approved 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 130.58 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. Deed
3. Ownership certificate/authorization
4. Aerial photograph
5. Plat
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 6/13/22

Applicant/Agent: STATURE INVESTMENTS ATTN: YASH DESAI

Applicant Email Address: YDESAI@STATUREINVESTMENTS.COM

Phone #: 912-398-0280

Applicant Mailing Address: 118 PIPE MAKERS CIRCLE, SUITE 100

City: SAVANNAH State: GA Zip Code: 31322

Property Owner, if different from above: OWNERSHIP CERTIFICATIONS FOR OWNER INFO

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): 

Phone #: 

Owner’s Mailing Address: 

City: State: Zip Code: 

Property Location: SOUTHERN END OF COUNTY OFF OF OLD AUGUSTA

Proposed Road Access: ACCESS FROM OLD AUGUSTA RD

Present Zoning of Property: AR-1 Proposed Zoning: I-1

Tax Map-Parcel # 477-8,477-9, Total Acres: 130.58 Acres to be Rezoned: 130.58
477A-6,477A-7,477A-8,477A-9,477A-10

Lot Characteristics:

WATER

_____ Private Well

X Public Water System

SEWER

_____ Private Septic System

X Public Sewer System

If public, name of supplier: EFFINGHAM COUNTY

Justification for Rezoning Amendment: OLD AUGUSTA ROAD HISTORY AS A TRUCK ROUTE ALONG WITH THE INDUSTRIAL GROWTH IN THE VICINITY MAKES THIS PROPERTY IDEAL TO SUPPORT THE DEMAND FOR WAREHOUSE SPACE DUE TO GA PORTS GROWTH

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

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

Rev 05052021
1. Describe the current use of the property you wish to rezone.
HEAVILY WOODED W/ SEVERAL HOME SITES

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.
INDUSTRIAL WAREHOUSE DISTRIBUTION

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

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?
REZONING IS APPROPRIATE DUE TO CLOSE PROXIMITY OF THE OLD AUGUSTA TRUCK ROUTE

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
NO

Applicant Signature: ____________________________ Date 6/13/22
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

6/19/2002, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 842 page 427.

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 Joye Polk

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 9th day of May, 2022.

[Signature]
Notary Public, State of Georgia

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Joye Polk, 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: STATURE INVESTMENTS ATTN: YASH DESAI

Applicant/Agent Address: 118 PIPE MAKERS CIRCLE, SUITE 100

City: POOLER State: GA Zip Code: 31322

Phone: 912-398-0280 Email: YDESAI@STATUREINVESTMENTSUS.COM

Owner’s signature Joye Polk

Print Name Joye Polk

Personally appeared before me Joye Polk (Owner print)

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

Sworn and subscribed before me this 9th day of May, 2022.

Dawn Hickman
Notary Public, State of Georgia

Rev 05052021
Return to: Lloyd D. Murray  
P.O. Box 1569 
Richmond Hill, GA 31324

Effingham County, Georgia 
Real Estate Transfer Tax
Paid $ 45.00
Date 6-21-2002

STATE OF GEORGIA
COUNTY OF BRYAN

WARRANTY DEED

THIS INDENTURE, Made this 19th day of June, in the year of our Lord Two Thousand and Two, between SATISFACTION & SERVICE HOUSING, INC. of the County of Chatham, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and JOYE POLK of the County of Chatham, and State of Georgia, as party or parties of the second part; hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH. That Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00), in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all of Grantor's interest in and to the following described property, to wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 9TH G.M. District, Effingham County, Georgia, being known and designated as Lot 6, containing 5.0 acres, more or less, Abercorn Acres Subdivision, as shown on that certain map or plat made by Paul D. Wilder, R.L.S. No. 1559, dated June 19, 1997, recorded in Plat Cabinet A, slide 394-F, in the records of the Clerk of Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

SUBJECT to all valid reservations, restrictions, easements, and rights of way of record.

TOGETHER with all improvements located thereon.

TO HAVE AND TO HOLD, The said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.
IN WITNESS WHEREOF the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered on the 19th day of June, 2002, in the presence of:

Witness

SATISFACTION & SERVICE HOUSING, INC.

BY: ELLIS A. SKINNER, II (SEAL)

Notary Public
My Commission expires: July 15, 2003
DEED TO SECURE DEBT 
AND 
SECURITY AGREEMENT

GEORGIA 
COUNTY OF 

Bryan

THIS INDENTURE, made the 19th day of June 2002, between JOYE POLK of the State of Georgia 
and the County of Chatham, Grantor, and INTERSTATE MORTGAGES, INC. P. O. Box 459, Springfield, Georgia 31329 

WITNESSETH:

That, WHEREAS, Grantor is justly indebted to Grantee in the sum of One Hundred Fourteen Thousand Dollars ($114,750.00) 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 (herein called the "Note") given by Grantor to Grantee bearing date hereafter, with final payment due on August 19, 2002, the Note, by reference, being made a part hereof.

NOW, THEREFORE, in consideration of the premises and of the sum hereinasabove 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 EXHIBIT "A" ATTACHED HERETO FOR A COMPLETE DESCRIPTION OF THE PROPERTY HERIN CONVEYED.

TOGETHER with all buildings, structures and other improvements now or hereafter located on the property hereinbefore described, or any part and parcel thereof; and

1. TOGETHER with all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber and other plantations now or hereafter on said property or above the same or any part or parcel thereof; and

2. TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining, and the reversion, remainder and reesentiment, rents and issues and profits thereof; and also 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

3. TOGETHER with all machinery, apparatus, 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 usable 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, freeze, lighting, laundry, inclining and power equipment; engines; pipes; pumps; toilets; motors; conduits; switches, boxes; plumbing, lighting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; stairways; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; sinks and compressors; rugs and carpets; draperies; furniture and furnishings in commercial, institutional and industrial buildings, together with all building materials and equipment now or hereafter delivered to the premises and intended to be installed therein; 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 in writing by Grantor).
by Grantor to confirm the conveyance, transfer and assignment of any of the foregoing; and

TOGETHER with any and all rents which are now due or hereafter become due by reason of the renting, leasing and

bailment of property improvements thereon and Equipment; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of

(a) the exercise of the right of eminent domain, (b) the alienation of any part of the grade of any street or (c) any other injury to, taking of, or
decrease in the value of, the premises, to the extent of all amounts which may be secured by this deed at the date of receipt of any such
award or payment by Grantor and of the reasonable attorney's fees, costs and disbursements incurred by Grantor in connection with
the collection or enforcement of such award or payment.

TO HAVE AND TO HOLD all the aforesaid property rights, contract rights, Equipment and claims (all of which are collectively

referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever. In FEE SIMPLE

the Premises or any part or any interest in the Premises and every

part thereof, and does hereby convey, that the Premises are unencumbered except as may be herein expressly provided, and

that Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whatsoever.

This instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia governing

lessees and security agreements and is not a mortgage; and is made and intended to secure the payment of the

Indebtedness of Grantee to Grantor evidenced by the Note in accordance with the terms thereof, together with any and all other

Indebtedness now owing or which may hereafter be owing by Grantor to Grantee, however incurred, including advances by Grantee

or transferees or Grantee for the purpose of paying taxes or premiums on the premises or to repair, maintain or

improve the Premises (whether or not Grantee is at that time the owner of the Premises), and all renewals or renewals and extensions of

the Note or other Indebtedness, either in whole or in part (all or which are collectively referred to herein as the "Secured

Indebtedness").

1. Grantor shall pay to Grantee the Secured Indebtedness with interest thereon as in the Note and this deed provided.

2. Grantor shall pay, when due and payable, (a) all taxes, assessments, penalties and special, and other charges levied

on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Grantee in the

Premises or the obligations secured hereby; (b) premiums on policies or fire and other hazard insurance covering the Premises,

as required in Article 6 herein; (c) premiums on all casualty policies or insurance policies, if any; (d) premiums for life

insurance, if this deed and the Note are so insured, and (e) ground rents or other lease rentals, if any, payable by Grantee. Grantor

shall promptly deliver to Grantee receipts showing payment in full of all of the above items. Upon notification from Grantee, Grantor

shall pay to Grantee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured

hereby, on the installment payment dates of the Note, until said Note is fully paid or until notification from Grantee, an amount

reasonably sufficient (as estimated by Grantee) to provide Grantee with funds to pay said taxes, assessments, insurance

premiums, rents and other charges next due so that Grantee will have sufficient funds on hand to pay said amounts 30 days before the
date on which they become due. In no event shall Grantee be liable for any interest on any amount paid to it as herein required, and
the money so received may be held and conveyed with its own funds, pending payment or application thereof as herein

provided. Grantor shall furnish to Grantee, at least thirty (30) days before the date on which the same will become due and payable, an
official statement of the amount of taxes, insurance premiums and rents next due, and Grantee shall pay said charges to

the amount of the then unused credit hereunder and as when they become due and payable. An official receipt thereof shall be

conclusive evidence of such payment and of the validity of such charges. Grantee may, at its option, pay any or all of such charges when

payable, either before or after they become due, without notice, or make advances therefor in excess of credit for said charges.

The excess amount advanced shall become part of the Secured Indebtedness and bear interest at the rate of __________ percent per annum from date of advancement. Grantee may pay credits held by it for the above charges, or any part thereof, on

account of any subsequent payments of principal or interest or any other payments maturing or due under this instrument, and the

amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the

existing credit hereunder at the time of any transfer of the Premises shall, without assignment herein, inure to the benefit of the

successor-owner of the Premises and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the

Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

3. (a) Grantor shall keep the Premises insured for the benefit of Grantee against loss or damage by fire, lightning,

windstorm, hail, explosion, riot, riot, striking a strike, civil commotion, aircraft, vehicles and smoke and such other hazards as

Grantee may from time to time require, all in amounts approved by Grantee not exceeding 100% of full insurable value; all insurance

herein provided for shall be in form and companies approved by Grantee; and, regardless of the types or amounts of insurance required and

approved by Grantee, Grantor shall assign and deliver to Grantee, at no cost or expense to Grantee, an insurance policy in the full

amount of the insurance which insures against loss or damage to the Premises, with loss payable to Grantee, without

the contribution of Grantee, pursuant to the New York Standard or other policies more favorable to Grantee. If Grantee, by

reason of such insurance, receives any money for loss or damage, such amount may, at the option of Grantee, be retained and applied

by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to or in Grantor for the repair or

replacement of the Premises or any part thereof, or for any other purpose or object satisfactory to Grantee. But Grantee shall not be obligated to see
to the proper application of any amount paid over to Grantee; (b) Not less than 10 days prior to the expiration date of each policy of

insurance required of Grantor pursuant to this Article, and of each policy of insurance held as additional collateral to secure

Secured Indebtedness. Grantor shall deliver to Grantee a renewal policy or policies marked "premium paid" or accompanied by other

evidence of payment satisfactory to Grantee, and (c) In the event of a foreclosure of this deed, the purchaser of the Premises shall succeed to

all the rights of Grantor, including any right to unearned premium, in and to all policies of insurance assigned and delivered to Grantee,

with respect to properly conveyed and to be conveyed by this deed, pursuant to the provisions of this Article.

4. Grantor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and

shall comply with all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises

and the use thereof or any part thereof. Grantor shall promptly repair, restore, replace or rebuild any part of the Premises now or

hereafter encumbered by this deed, which may be affected by any proceeding of the character referred to in Article 6 herein. No part of

the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground

improvement, equipment or other property presently or hereafter conveyed as security by or pursuant to this deed, shall be removed,
demolished or materially altered without the prior written consent of Grantee. Grantor shall comply, within a reasonable time, and

pay for any building, structure or other improvement at any time in the process of construction on the property herein conveyed.

Grantee shall not initiates, join in or consent to any change in any private restrictive covenant, zoning ordinance or other provisions restricting

limitations limiting or defining the uses which may be made of the Premises or any part thereof. Grantee and any persons authorized

by Grantee shall have the right to enter and inspect the Premises at reasonable times and access thereto shall be permitted for that

purpose.

5. Grantor shall execute and deliver (and pay the costs of preparation and recording thereof) to Grantee and to any

subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, security deeds,

security agreements, and all other documents and agreements required by law or by the terms of this deed to evidence the obligation hereby

secured and the legal security title of Grantor to all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or required subsequent to the date of this deed and extensions or

modifications thereof. Grantor, upon request, made either personally or by mail, shall certify by a writing duly acknowledged, to
Grantee or to any proposed assignee of this deed, the amount of principal and interest then owing on the Secured Indebtedness a whether or not any offsets or defenses exist against the Secured Indebtedness, within 8 days in case the request is made personal or within 10 days after the mailing of such request in case the request is mailed by mail.

Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade or any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority corporation, Grantor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application of any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Grantor, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, in whole or in part, to the person entitled to the refunding of any part of the Premises which may have been accepted, taking or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or only satisfactory to Grantee, but Grantee shall not be obligated to see to the application of any paid amount over to Grantor. If, prior to receipt by Grantor of such award or payment, the Premises shall have been sold on foreclosure of this deed, Grantor shall have the right to recover said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon; whether or not a deficiency judgment on this deed shall have been sought or recovered or denied, and of the reasonable counsel fees and disbursements incurred by Grantee in connection with the collection of such award or payment.

8. Grantor shall deliver to Grantee, at any time within 30 days after notice and demand by Grantee but not more frequently than once per month, (a) a statement in such reasonable detail as Grantee may request, certified by the Grantor or executive officer of a corporate Grantor, of the leases relating to the Premises, and (b) a statement in such reasonable detail as Grantor may request, by the Grantor or executive officer of any lessee of the Premises, of the income from and expenses of any one or more of the lessees of the Premises, or (c) the leasing of the Premises or any part thereof, for the last 12 months calendar period prior to giving of such notice, and on demand, Grantor shall furnish to Grantee executed counterparts of any such leases and convenants for facilities for the audit and verification of any such statement.

9. Each of the following events shall constitute an "Event of Default" under this deed: (i) if Grantor fail to pay Secured Indebtedness or any part thereof, when and as the same become due and payable; (ii) if any default be made in any instrument, transfer, certificate, statement, conveyance, assignment, loan agreement given with respect to Grantor or the Premises, prove untrue or misleading in any material aspect; (iii) if any of the Premises be subject to any lien or other claim as the result of any judgment, order, decision, or decree, or if any liens or other claims be recorded on the title of the Premises; (iv) if any tax or other governmental assessment be levied against Grantor or the Premises; (v) if any claim, or prior to this deed by title, lien, or other claim in any real estate or personal property is filed or recorded against the Premises or the Premises and not be removed by payment or by bond within 30 days after date recording; (vi) if any claim, or prior to this deed by title, lien, or other claim in any real estate or personal property is filed or recorded against the Premises or the Premises and not be removed by payment or by bond within 30 days after date recording; (v) if any claim, or prior to this deed by title, lien, or other claim in any real estate or personal property is filed or recorded against the Premises or the Premises and not be removed by payment or by bond within 30 days after date recording; (v) if any claim, or prior to this deed by title, lien, or other claim in any real estate or personal property is filed or recorded against the Premises or the Premises and not be removed by payment or by bond within 30 days after date recording; (v) if any claim, or prior to this deed by title, lien, or other claim in any real estate or personal property is filed or recorded against the Premises or the Premises and not be removed by payment or by bond within 30 days after date recording; (v) if any claim, or prior to this deed by title, lien, or other claim in any real estate or personal property is filed or recorded against the Premises or the Premises and not be removed by payment or by bond within 30 days after date recording; (v) if any claim, or prior to this deed by title, lien, or other claim in any real estate or personal property is filed or recorded against the Premises or the Premises and not be removed by payment or by bond within 30 days after date recording;
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

5/15/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2593 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

Print Name  Shawn T. Jones

Owner's signature

Print Name  Laura Susan Jones

Owner's signature

Print Name

Commissioned and acknowledged before me this 10th day of June , 2022.

James B. Hall
Notary Public, State of Georgia

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Shawn T. Jones and Laura Susan Jones, 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: Yash Desai/Stature Investments

Applicant/Agent Address: 118 Pipemakers Circle, Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.389.0280 Email: ydesai@statureinvestmentsus.com

Owner’s signature

Print Name: Shawn T. Jones
Owner’s signature

Print Name: Laura Susan Jones

Personally appeared before me Shawn T. Jones & Laura Susan Jones (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 10th day of June, 2027.

Notary Public, State of Georgia
LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of May 15, 2020 by and between

Southland Restoration, LLC
(Hereinafter referred to as the "Grantor"), and

Shawn T. Jones and Laura Susan Jones
, as joint tenants with rights of survivorship
(Hereinafter referred to as "Grantee")

(the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

WITNESSETH, THAT:

GRANTOR, for and in consideration of the sum of 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, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee:

All that certain lot, tract or parcel of land situate, lying and being in the 9th GM District of Effingham County, Georgia, and containing 5 acres. more or less, being known and designated as Lot 10, Abercorn Acres Subdivision, as shown on the map or plat of said Subdivision recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Cabinet A, Page 364F. Said map or plat is incorporated herein by specific reference for a more complete description of the property herein conveyed. containing improvements thereon known as 2003 Old Augusta Rd S, Rincon, GA 31326, PIN 0477A-010,

(Hereinafter referred to as the "Property")

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 anywise 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, the duly authorized officer of Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered this 15th day of May, 2020, in the presence of:

[Signature]

Unofficial Witness

Notary Public

My Commission Expires: 5/11/2024

[Notarial Seal]

Southcoast Restoration, LLC

By: Christine Durrence

Christine Durrence, as authorized signatory
When recorded, return to:
BankSouth Mortgage Company, LLC
ATTN: Final Document Department
3290 Northside Parkway, Suite 600
Atlanta, GA 30327

SECURITY DEED

LOAN #: 2004103810

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 16, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 15, 2020, together with all Additions to this document.

(B) "Borrower" is SHAWNT JONES AND LAURA SUSAN JONES, JOINT TENANTS.

Borrower is the grantor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender’s successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is BankSouth Mortgage Company, LLC, organized and existing under the laws of Georgia. Lender’s address is 3290 Northside Parkway, Suite 600, Atlanta, GA 30327.

(E) "Note" means the promissory note signed by Borrower and dated May 15, 2020. The Note states that Borrower owes Lender ONE HUNDRED FORTY THOUSAND DOLLARS ($140,000.00).
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2030.

(P) "Property" means the property that is described below under the heading "Transfer of Rights in the Property.

(Q) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security instrument, plus interest.

(R) "Riders" means all Riders to this Security instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Y.A. Rider
- Other(s) [specify]

Waiver of Borrower's Rights Rider, Manufactured Home Rider, Manufactured Home Affidavit of Affirmation

(i) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(j) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a community association, homeowners association or similar organization.

(k) "Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape or as to order, instuct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(l) "Escrow Items" means those items that are described in Section 3.

(m) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 3) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(n) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(o) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(p) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERIS (acting as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERIS, with power of sale, the following described property located in the County:

of ETTINGHAM

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
which currently has the address of

2003 OLD AUGUSTA RD S, RINGO, GA 31074

"Property Address":

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures therewith or thereto appertaining, and any replacements and additions theretofore or hereafter made thereto, and all replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the Interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those Interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender in that regard, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other Instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an Institution whose deposits are insured by a Federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower or a disbursement of the Collateral that includes a sufficient amount to pay any late charge due, the payment may be applied to the disbursement payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower in the repayment of the Periodic Payments if, and to the extent that, each payment and each payment due under the Note is paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied, first to any prepayment charges and then as described in the Note.

Any application of payments, Insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall extend or postpone the due date, or change the amount, of the Periodic Payments. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which may appear prior to this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rent on the Property; or (c) premiums for any and all Insurance required by Lender under Section 5, and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums, if any.
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed dated 5/31/2002, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 837, page 128.

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: Richard A. Kyall, II

Owner's signature

Print Name:

Owner's signature

Print Name:

Sworn and subscribed before me this 10 day of June, 20 22.

Notary Public, State of Georgia

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Richard A. Kyall, II, 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: Sature Investments/Yash Desai

Applicant/Agent Address: 118 Pipemakers Circle Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.389.0280 Email: ydesai@satureinvestmentsus.com

Owner's signature ___________________ 

Print Name Richard A. Kyall, II

Personally appeared before me Richard A. Kyall, II (Owner print)

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

Sworn and subscribed before me this 10 day of June, 2022.

__________________________
Notary Public, State of Georgia

[Stamp]

Rev 05052021
WARRANTY DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This Indenture made this 31st day of May, 2002 between Robert C. Allison, Jr., of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Richard A. Kyall, as party or parties of the second part, hereinafter called Grantee, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as Lot 9, Abercorn Acres Subdivision, as shown and more particularly described on that certain map or plan made by Paul D. Wilder, dated June 19, 1997, recorded in Plat Cabinet A, Sheet 394-F, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

This being the same property conveyed by Warranty Deed from James H. Swoos to Robert C. Allison, Jr., dated May 27, 1998, recorded in Deed Book 478, page 135, aforesaid records.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in Fee SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

[Seal]

Robert C. Allison, Jr.

[Signature]

[Seal]

Effingham County, Georgia
Real Estate Transfer Tax
Paid $89.00
Date June 6, 2002
Clerk of Superior Court
Borrower is the grantee under this Security Instrument.  

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender’s successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2028, F NAV, MI 48001-2028, tel. (888) 678-MERS.

245950

GEORGIA Single Family-Family Mac/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3011 1/01
(D) "Lender" is TAYLOR, BEYN & WHITAKER MORTGAGE CORP.

Lender is a Corporation
organized and existing under the laws of FLORIDA
Lender's address is 101 NE 2nd STREET, OCALA, FL 34470-6642

(E) "Note" means the promissory note signed by Borrower and dated May 31, 2002
The Note states that Borrower owes Lender Seventy Two Thousand and no/100 Dollars
(U.S. $72,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2012

(O) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(C) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(R) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- Condominium Rider
- Planned Unit Development Rider
- Second Home Rider
- VA Rider
- Blotcher Payment Rider
- 1-4 Family Rider
- Other(s) [specify]

Waiver of Borrower's Rights
Closing Attorney's Affidavit

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(1) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point of sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 9) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter.
In this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS, with power of sale, the following described property located in the County of Rittenhouse:

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

See Exhibit A attached hereto

Parcel ID Number: 110A-9 3983 OLD ALICEA RD
("Property Address")

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender’s successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of these interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

245950 245950

[Signature]

Form 3011 1/01
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall make payments due under this Note and this Security Instrument in lawful money of the United States at the address designated in the Note or at such other address as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may accept any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waivers of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If such Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise provided in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) household payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sum payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees, and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender for Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be
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 1/23/2003, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 921 page 052.

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 James W. Manka

Owner's signature ____________________________
Print Name

Owner's signature ____________________________
Print Name

Sworn and subscribed before me this 10th day of June, 2020.

Notary Public, State of Georgia

LaSonja Michelle Kent
NOTARY PUBLIC
Effingham County
State of Georgia
My Comm. Expires 03/09/2025

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, James W. Manka, 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: Stature Investments/Yash Desai
Applicant/Agent Address: 118 Pipemakers Circle Suite 100
City: Pooler State: GA Zip Code: 31322
Phone: 912.389.0280 Email: ydesai@statureinvestmentsus.com

Owner's signature: [Signature]
Print Name: James W. Manka

Personally appeared before me James W. Manka (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 10th day of June, 20 82

[Notary Public Stamp]

LaSonya Michelle Kent
Notary Public, State of Georgia

Rev 05052021
STATE OF GEORGIA  
COUNTY OF CHATHAM  

WARRANTY DEED

THIS INDENTURE, Made the 23 day of March 2009, between James H. Snooks, as party or parties of the first part, hereinafter called Grantor, and, James W. Manka, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor for and in consideration of the sum of Ten Dollars and no cents ($10.00) DOLLARS in hand paid at and before the sealing and delivery of this presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT A (LEGAL DESCRIPTION) ATTACHED HERETO AND INCORPORATED HEREIN.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor with warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whosoever.

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

Signed, sealed and delivered in presence of:

Witness

Notary Public

VICTOR J. TETREAULT, P.C.
P.O. Box 15938
Savannah, Ga. 31416
EXHIBIT A (LEGAL DESCRIPTION)

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 9TH G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA, BEING KNOWN AS LOT 8, A RECOMBINATION OF LOTS 7 AND 8, ABERCORN ACRES, AS SHOWN ON THAT CERTAIN MAP OR PLAT OF SURVEY, PREPARED BY PAUL D. WILDER, GEORGIA REGISTERED LAND SURVEYOR NUMBER 1589, DATED AUGUST 13, 1988, AND RECORDED IN PLAT CABINET B, PAGE 29-F, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA, TO WHICH MAP OR PLAT OF SURVEY AND THE RECORD WHEREOF REFERENCE IS HEREBY MADE FOR ALL PURPOSES IN AID OF DESCRIPTION.

PIN #: 110A-008

MORE COMMONLY KNOWN AS 1961 OLD AUGUSTA ROAD, ROCINON, GEORGIA 31326.
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 7/22/2014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2273, page 592.

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: Francisco Rodriguez

Print Name: Mision Bautista Hispana de Rincon

Owner's signature: ____________________________

Print Name: ____________________________

Owner's signature: ____________________________

Print Name: ____________________________

Sworn and subscribed before me this 9th day of May, 2022.

Notary Public, State of Georgia

KAREN CHIRINOS
Notary Public, Chatham County, GA
My Commission Expires May 21, 2024

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Mision Bautista Hispana de Rincon, 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: STATURE INVESTMENTS ATTN: YASH DESAI
Applicant/Agent Address: 118 PIPE MAKERS CIRCLE, SUITE 10C
City: POOLER State: GA Zip Code: 31322
Phone: 912-398-0280 Email: YDESAI@STATUREINVESTMENTSUS.COM

Owner’s signature: [Signature]

Print Name: Mision Bautista Hispana de Rincon

Personally appeared before me Mision Bautista Hispana de Rincon (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 May, 20__

Notary Public, State of Georgia

KAREN CHIRINOS
Notary Public, Chatham County, GA

Rev 05052021
Special Warranty Deed

State of Georgia
County of Fulton

THIS INDENTURE, made this 22 day of JUN 2014, by
and between Wells Fargo Bank, N.A., as Trustee for Opiton One Mortgage Loan Trust
2003-1 Asset-Backed Certificates, Series 2003-1 as party of the first part, hereinafter
called Grantor, and Mission Bautista Hiriya De Rincon as party or parties of the second
part, hereinafter called Grantee (the words “Grantor” and “Grantee” to include their
respective heirs, successors and assigns where the context required or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN
DOLLARS AND NO/100 ($10.00) AND OTHER VALUABLE CONSIDERATIONS in
hand paid at and before the sealing and delivery of these presents, the receipt whereof is
hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed,
and by these presents does grant, bargain, sell, alien, convey and confirm unto the said
Grantee, the following described property to wit:

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE,
LYING AND BEING IN THE 9TH G.M. DISTRICT OF EFFINGHAM COUNTY,
GEORGIA, BEING KNOWN AS LOT 7, A RECOMBINATION OF LOTS 7 AND 8,
ABERCORN ACRES, AS SHOWN ON THAT CERTAIN MAP OR PLAT OF
SURVEY, PREPARED BY PAUL D. WILDER, GEORGIA REGISTERED LAND
SURVEYOR NUMBER 1559, DATED AUGUST 13, 1998, AND RECORDED IN
PLAT CABINET B, PAGE 29-P, IN THE OFFICE OF THE CLERK OF THE
SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA, TO WHICH MAP OR
PLAT OF SURVEY AND THE RECORD WHEREOF REFERENCE IS HEREBY MADE FOR ALL PURPOSES IN AID OF DESCRIPTION.

This property is more commonly known as 1941 Old August Road, Rincon, GA 31326 under the current system of numbering property in Effingham County, Georgia.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through, or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the date and year above written.

Signed, sealed and delivered in the presence of:

[Signature]

Unofficial Witness

[Signature]Chris Heittel

Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust 2003-1 Asset-Backed Certificates, Series 2003-1

By: Ocwen Loan Servicing, LLC, as Attorney in Fact

By: [Signature]

(SEAL)

Jami Dorobiala

[Position]

STATE OF FLORIDA
COUNTY OF PALM BEACH

On [Date], personally appeared before me, Jami Dorobiala as [Position] for Ocwen Loan Servicing, LLC, as Attorney in Fact for Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust 2003-1 Asset-Backed Certificates, Series 2003-1. Personally Known To Me

[Signature]

Notary Public
My commission expires: [Expiration Date]
(Notary Seal)

ALLYSON RIVERA
NOTARY PUBLIC
STATE OF FLORIDA
Commission EE864744
Expires 1/28/2017
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 1/24/2014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2229, page 771.

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 Chester R. Porter

Owner's signature ____________________________
Print Name Clint R. Porter

Owner's signature ____________________________
Print Name ____________________________

Sworn and subscribed before me this 18 day of March, 2022

[Signature]
Notary Public, State of Georgia

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 1/24/2014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2229 page 771.

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 Chester R. Porter

Owner's signature

Print Name Clint R. Porter

Owner's signature

Print Name

Sworn and subscribed before me this 6th day of June 2022.

MARGARET M DOBO
Notary Public, Georgia
Camden County
My Commission Expires
January 27, 2024

Notarized Signature for Clint R. Porter only

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Chester R. Porter & Clint R. Porter, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning application. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Stature Investments/Yash Desai

Applicant/Agent Address: 118 Pipe makers Cir, Suite 100

City: Pooler, GA

State: GA

Zip Code: 31322

Email: ydessai@statureinvestmentsus.com

Phone: 912.398.0280

Owner’s signature

Print Name Chester R. Porter

Personally appeared before me Chester R. Porter, (Owner print)

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

Sworn and subscribed before me this _______ day of _________, 20_____.

Notary Public, State of Georgia

Owner’s signature

Print Name Clint R. Porter

Personally appeared before me Clint R. Porter, (Owner print)

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

Sworn and subscribed before me this _______ day of _________, 20_____.

MARGARET M DOBO
Notary Public, Georgia
Camden County
My Commission Expires January 27, 2024

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Chester R. Porter & Clint R. Porter, being duly sworn upon my/call, 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: Statute Investments/Yash Desai

Applicant/Agent Address: 118 Pipemakers Circle, Suite 100

City: Pooler State: GA Zip Code: 31326

Phone: 912.398.0280 Email: ydesai@statureinvestmentsus.com

Owner's signature: Chester R. Porter

Print Name: Chester R. Porter

Personally appeared before me Chester R. Porter (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 18 day of March, 2022

Joann R Hughes
Notary Public, State of Georgia

Rev 05052021
STATE OF GEORGIA,

COUNTY OF EFFINGHAM

DEED OF GIFT

This Indenture made this 29th day of January, 2014, between CHESTER R. PORTER, of the County of Effingham, State of Georgia, as party of the first part, hereinafter called Grantor, and CHESTER R. PORTER and CLINT R. PORTER, as tenants in common with survivorship, as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of ONE AND 00/100's ($1.00) Dollar and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has given, granted and conveyed, and by these presents does grant and convey unto the said Grantees, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that certain lot, tract or parcel of land, situate, lying and being in the 9th GM District, Effingham County, Georgia, containing 84.34 acres, more or less, being bounded on the North by property of Jesse W. Exley; on the East by property of the City of Savannah; on the South by property of Robert E. McCormick; and on the West by property of Jesse W. Exley, as shown and more particularly described on that certain plat by Paul D. Wilder, dated April 12, 1996, recorded in the office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Book A, slide 254C, said plat being specifically incorporated herein for any and all purposes including, specifically, for determination of the exact location of the boundaries of said property.

This being the same property conveyed to Chester R. Porter by Quitclaim Deed from Mary Porter, dated March 10, 1998, recorded in Deed Book 465, page 366, aforesaid records.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantees against the claims of all persons whatsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

[Signatures]

Notary Public

My commission expires: 3-17-16

TITLE NOT EXAMINED OR CERTIFIED BY SCRIVENER
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 1/20/2006, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1295, page 295.

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: Ashley Ron Moore

Owner's signature:

Print Name:

Owner's signature:

Print Name:

Swoen and subscribed before me this _______ day of ________, 20__

Notary Public, State of Georgia

STATE OF CALIFORNIA COUNTY OF SAN DIEGO
Subscribed and sworn to (or affirmed) before me this _______ day of ________, 20__.

PAOLA DIAZ
Commission No. 2346947
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires February 12, 2025

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Ashley Ron Moore, being duly sworn upon his/her oath, being of sound mind and legal age declares 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 Re zoning 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: Stature Investments/Yash Desai

Applicant/Agent Address: 113 Pipemakers Circle, Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.398.0280 Email: ydesai@statureinvestments.us.com

Owner's signature: Ashley Ron Moore

Print Name: Ashley Ron Moore

Personally appeared before me Ashley Ron Moore (Owner print)

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

Sworn and subscribed before me this ______ day of _______, 20

Notary Public, State of Georgia

STATE OF CALIFORNIA, COUNTY OF San Diego
Submitted and sworn to (or affirmed) before me on this 23 day of November 2023, by Ashley Ron Moore

(Ka/B Peterson)

Commission No. 2336498
ROTARY PUBLIC - CALIFORNIA
Commission Expires October 27, 2024

Rev 05052021
STATE OF GEORGIA
COUNTY OF EFFINGHAM

QUITCLAIM DEED

THIS INDENTURE, made the 20th day of January, in the year two thousand and six, between BRENDA SHARON HODGES as party or parties of the first part, hereinafter called Grantor, and ASHLEY RON MOORE as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee

All that certain, lot, tract or parcel of land, lying and being in the 9th GMD, Effingham County, Georgia containing 22.01 acres, more or less, and being designated as Parcel -1B, as shown on that certain plat of survey prepared by Leon A. Zipperer, Jr., registered land surveyor, dated February 16, 2002, and recorded in Plat Cabinet B., Slide 1668, Effingham County, Georgia Records, which plat of survey is by reference incorporated herein as part of this description.

Also conveyed herein is a perpetual non-exclusive easement for ingress and egress as shown on this plat of survey.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

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

Signed, sealed and delivered
in the presence of:

WITNESS

TITLE NOT EXAMINED BY SCRIVENER
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Stature Investments c/o Yash Desai
Southern End of the County off Old Augusta
Pin: 477-8/9, 477A-6, 7, 8, 9, 10
Total Acres: 130.58 Acres to be rezoned: 130.58

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to I-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

[Signature]

Darrell M. O’Neal, MPA
Environmental Health County Manager
Effingham County Health Department
DEVELOPMENT OF REGIONAL IMPACT
REPORT

Prepared for
Effingham County, Georgia
DRI #3740
130 ACRE OLD AUGUSTA
DEVELOPMENT
July 7, 2022

Coastal Regional Commission
OF GEORGIA

Prepared by:
Coastal Regional Commission
1181 Coastal Dr. SW
Darien, GA
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1. APPLICATION INFORMATION

1.1 Jurisdiction
Effingham County, Georgia
DRI # 3740

130 Acre Old Augusta Development

1.2 Applicant
Stature Investments US
912-398-0280
YDesai@StatureInvestmentsUS.com

2. PROJECT DESCRIPTION

2.1 Summary
DRI 3740 is an industrial/distribution warehouse. This DRI is an expansion of the plans for DRI 3653 to include an additional building. It is planned to be used for Warehouse Distribution and could be approximately 1,100,000 square feet, with access from Old Augusta Road. The project site is located at Old Augusta Road, parcels 0477A006, 0477A007, 0477A008, 0477A009, 0477A010, 04770008, and 04770009. The action requested is rezoning and the project is expected to be complete in 2024.

3. PARCEL DATA

3.1 Size of Property
Approximately 130 Acres, with 1,100,000 FT2 Total Warehouse Space.

3.2 General Location

According to the United States Census Bureau, the 2019 population of Effingham County was estimated to be 64,296.
4. LAND USE INFORMATION

4.1 Site Map
The site plan for use of the property is attached.

4.2 Built Features
The site is currently vacant.

4.3 Future Development Map Designation (Character Area)
The Future Land Use Map from Effingham County’s comprehensive plan indicates that the project site is determined to be part residential, agriculture, and undeveloped.

4.4 Zoning District
The site is currently zoned AR-1. There is a request for zoning change to I-1 Heavy Industrial to allow for warehousing.

5. CONSISTENCY AND COMPATIBILITY ANALYSIS

5.1 Consistency with the Comprehensive Plan
The Effingham County Comprehensive Plan was adopted in 2019. The Future Land Use Map designates the DRI property for Agriculture and Undeveloped as well as Residential.
6. CONSISTENCY WITH REGIONAL PLAN OF COASTAL GEORGIA

6.1 Regional Development Map and Defining Narrative

The Regional Development Map illustrates the desired future land use patterns from the regions’ Areas Requiring Special Attention and the regions’ Projected Development Patterns using the following categories:

a. Conservation  
b. Rural  
c. Developed  
d. Developing

The Regional Future Development Map illustrates the area as Rural. This category is for areas that are not expected to urbanize or require urban services in the next 20 years.

6.2 Guiding Principles of the Regional Plan

Guiding Principles identify those overarching values which are to be utilized and evaluated for all decisions within the region. This section provides the analysis of the consistency between the proposed DRI and the Guiding Principles in the Regional Plan.

6.3 Guiding Principles for Water and Wastewater

Seven guiding principles are identified in the Regional Plan for water and wastewater:

1. Require the use of green building strategies to minimize water demand.
2. Promote the use of a standardized protocol to forecast water needs to meet reasonable future water needs throughout region.
3. Promote use of purple pipe and grey water techniques and use of surface water in addition to groundwater where appropriate.
4. Promote water conservation through use of a tiered rate system.
5. Promote the use of the best available technology, dependent on soil type, for wastewater treatment.
6. Large areas of Coastal Georgia are beyond the reach of urban wastewater infrastructure, or centralized wastewater treatment facilities. To ensure sustainable communities, require proper siting, design, construction, use, and maintenance of decentralized wastewater treatment, or ISTS (Individual Sewage Treatment Systems).
7. Pursue regional coordination in provision of water and wastewater facilities.

6.4 Guiding Principles for Stormwater Management

Five guiding principles are identified in the Regional Plan for Stormwater Management:
1. Encourage development practices and sitings that do not significantly impact wetlands and habitat areas or allow for the preservation and conservation of wetlands and habitat areas through appropriate land use practices.

2. Promote the use of coast-specific quality growth principles and programs, such as the Green Growth Guidelines, Earthcraft Coastal Communities and the Coastal Supplement to the Georgia Stormwater Management Manual, to guide site planning and development.

3. Minimize impervious coverage wherever possible. The level of impervious cover in a development, rather than population density, is the best predictor of whether development will affect the quality of water resource.

4. Develop stormwater programs across the region.

5. Pursue State-level funding for regional water quality monitoring activities due to the statewide importance of coastal waters and estuaries.

6.5 Guiding Principles for Transportation

Seven guiding principles are identified in the Regional Plan for Transportation:

1. Provide the forum and the support to coordinate regional multi-modal transportation, including rail, airports, and public transportation, and also the planning and development of street connectivity and transit-oriented developments.

2. Promote the establishment of regional transportation compact(s) to provide a forum for local governments and MPO’s to communicate and discuss transportation issues and decisions in the Coastal Region. These compacts do not replace the existing federal and State processes mandated in law, but provide a forum to communicate issues, ideas and discussions.

3. Promote coordination among agencies and jurisdictions in development of a region-wide, multi-modal transportation network, including transit, where applicable.

4. Encourage the coordination of transportation network improvements and land use planning.

5. Promote coordinated public infrastructure and school location planning with land use planning.

6. Maintain a human scale environment with context sensitive design practices.

7. Work to establish dedicated revenue source(s) for transportation improvements.

6.6 Guiding Principles for Historic and Cultural Resources

Eleven guiding principles are identified in the Regional Plan for Historic and Cultural Resources:

1. Encourage local governments to examine proposed development areas prior to development approval and require mitigation to significant resources.
2. Encourage development practices and sitings that do not significantly impact cultural and historical areas.
3. Maintain viewsheds of significant cultural and historic assets.
4. Maintain a range of landscapes and environments that provide diversity of habitats, species, resources and opportunities for recreation, commerce, community enjoyment and cultural practices.
5. Designate culturally and/or archaeological and/or historically significant resource management areas for potential acquisition and/or protection.
6. Educate residents and visitors regarding the statewide importance of this region’s cultural and historic resources.
7. Encourage utilization and cooperation of museums, universities, foundations, non-government organizations, professional associations, and private firms to advise and monitor management.
8. Promote the establishment of partnerships for the development and utilization of incentives to restore, remediate or reuse cultural resources as appropriate.
9. Compile the traditional lore and knowledge of local people and integrate their understandings and practices into planning and development.
10. Encourage coordination among agencies and jurisdictions in developing and funding heritage conservation land uses and ensuring public access to publicly held and supported conservation areas.
11. Promote designation of Main Street and Better Home Town Communities.

6.7 Guiding Principles for Natural Resources

Twenty guiding principles are identified in the Regional Plan for Natural Resources:

1. Promote the protection, restoration, enhancement and management of natural resources.
2. Continue the traditional use of land and water (such as farming, forestry, fishing, etc.) as feasible, provided that any significant impacts on resources can be prevented or effectively mitigated.
3. Protect and enhance Coastal Georgia’s water resources, including surface water, groundwater, and wetlands and ground water recharge areas.
4. Protect and enhance water quality, quantity and flow regimes.
5. Commit to investing in the protection of natural resources before any restoration and/or remediation is needed.
6. Encourage the restoration and protection of wetlands to provide flooding, storm and habitat protection.
7. Maintain viewsheds of significant natural resources.
8. Enhance access to natural resources for recreation, public education, and tourist attractions as appropriate within the protection mission.
9. Encourage utilization of universities, foundations, and non-government organizations to advise, monitor, and enhance management.
10. Promote the establishment of partnerships and funding mechanisms for the development and utilization of incentives to restore, rehabilitate, protect or reuse natural resources as appropriate.

11. Encourage development practices and sitings that do not significantly impact environmentally sensitive areas.

12. Promote low impact design practices that protect natural resources.

13. Promote to local governments a program of monitoring installation and impacts of individual and community docks along the coast.

14. Promote the monitoring of cumulative impacts of waterfront development along the coast.

15. Maintain a range of landscapes and environments that provide diversity of habitats, species, resources and opportunities for recreation, commerce, community enjoyment and cultural practices.

16. Encourage the development and use of a method to place a value on ecosystem services.

17. Promote the identification of innovative funding sources and development of ecosystem services markets (e.g. carbon, storm buffers, traditional land and water uses).

18. Promote the Adopt-a-Wetland program in areas that can be used as reference sites and that are within projected development areas.

19. Encourage coordination among agencies and jurisdictions in developing and funding conservation land uses and ensuring public access to publicly held and supported conservation areas.

20. Encourage coordination among agencies in studying the impacts of climate change and sea level rising.

6.8 Guiding Principles for Regional Growth Management

Twenty-three guiding principles are identified in the Regional Plan for Growth Management:

1. Encourage development that enhances the desired character of each of the region’s cities and towns.

2. Avoid establishment of new land uses which may be incompatible with existing adjacent land uses.

3. Protect our military installations from land use changes that jeopardize their mission through creation or implementation of Joint Land Use Studies (JLUS).

4. Promote growth in those areas that can be efficiently served by infrastructure, such as water, wastewater and transportation.

5. Encourage infill development as an alternative to expansion.

6. Focus new development in compact nodes that can be served by public or community infrastructure providers.

7. Maintain and enhance the scenic character of our rural highways and county roads.

8. Encourage clustered developments, particularly in areas that are suitable and proposed for development, that maximize open spaces, protect natural, cultural and historic resources, preserve wildlife habitat, and include green, low impact development strategies.
9. Encourage local governments to allow green, low impact developments as an alternative to traditional development standards and develop incentives encouraging their use.

10. Limit development in sensitive areas located near marshes and waterways, to low impact development that maintains our coastal character, while recognizing and protecting the sensitive environment.

11. Strongly encourage that new developments have minimal impacts on vital wetlands, coastal hammocks, marshes, and waterways.

12. Discourage lot-by-lot water and wastewater treatment systems for multiple lot developments.

13. Promote green building techniques to maximize energy efficiency and water conservation and minimize post construction impacts on the environment.

14. Encourage the development of a “transfer of development rights” (TDR) program.

15. Encourage development and compliance with minimum uniform land use and development standards for all local governments to adopt within the region.

16. Encourage coordination among agencies and jurisdictions in land use planning, regulation, review and permitting.

17. Promote affordable housing options.

18. Encourage the placement of new schools near existing infrastructure.

19. Partner with state, federal, non-governmental organizations and local governments to provide guidance on critical natural areas, land conservation efforts, and land use practices within each jurisdiction. Provide assistance in all outreach efforts forthcoming from this initiative.

20. Pursue opportunities for continuing education as it relates to regional issues.

21. Encourage enactment of impact fees to defray costs of new development.

22. Consider planning and/or managing a catastrophic event.

23. Promote reduction, reuse and recycle practices.

6.9 Guiding Principles on Business and Industry

Fourteen guiding principles are identified in the Regional Plan for Business and Industry.

1. Promote strategic distributions of business and industry across the region consistent with natural, cultural, historic and industrial resource strategies and encourage partnerships and collaboration between economic development agencies.

2. Investigate ways to share costs and benefits across jurisdictional lines for both regional marketing and project support.

3. Incorporate community plans for the strategic use of land for manufacturing, distribution, etc., while recognizing and respecting natural resources and the unique differences between communities.

4. Coordinate with the Georgia Ports Authority (GPA) to identify their needs and identify mechanisms for the economic development industry
to strengthen the GPA and its presence in logistics, distribution, and workforce development.

5. Leverage and incorporate the region’s military installations (Fort Stewart Army Base, Hunter Army Airfield and Kings Bay Naval Base) and the Federal Law Enforcement Training Center to recruit economic development projects.

6. Incorporate Herty Advanced Materials Development Center’s experience and position as a development center for the commercialization of materials and create incentives to retain a portion of pilot plant opportunities as new Georgia industries and to assist development authorities in increasing recruitment win rates.

7. Promote the historic nature, natural beauty and successful past and present performance of Coastal Georgia as a location site for film and clean high-tech industry and as a recruitment tool for opportunities.

8. Incorporate the Center of Innovation’s (COI) statewide logistics plan into a regional strategy to assist in the recruitment of companies and leverage as support for industry.

9. Coordinate federal, State and local economic development funding programs and initiatives that affect the coast.

10. Enhance workforce development by collaborating with business, industry, and planning of educational entities that provide necessary workforce skills.

11. Increase existing industry retention and expansion rates.

12. Promote downtown revitalization efforts to enhance job creation and location of business and offices within downtown areas.

13. Incorporate current and future needs for housing, infrastructure, and natural resource protection into economic development initiatives.

14. Encourage international economic developments that support strategic industry sectors.

15. Enhance economic development and tourism opportunities by increasing cross functional communication.

6.10 Guiding Principles for Agricultural Lands

Ten guiding principles are identified in the Regional Plan for Agricultural Lands.

1. Strongly discourage the conversion of prime farmland to urban uses as it represents a loss to the region’s landscape.

2. Wise use and protection of basic soil and water resources helps to achieve practical water quality goals and maintain viable agriculture.

3. Viable agriculture is the backbone of a functioning network of agriculture, open space, and natural areas and a range of strategies should be used to ensure the value of agricultural land.

4. Promote learning about culinary traditions and culture.

5. Encourage agricultural biodiversity.

6. Promote local food traditions and provide opportunity for education of where food comes and how our food choices affect the rest of the world.

7. Promote connecting producers of foods with consumers through events and farmers markets.
8. Promote biodiversity through educational events and public outreach, promoting consumption of seasonal and local foods.
9. Promote community gardens within urban settings.
10. Encourage regional tasting events of local foods, music, talks, forums, workshops, and exhibitions in favor of local agricultural products.

6.11 Guiding Principles for Communities for a Lifetime - Livable Communities

Twelve guiding principles are identified in the Regional Plan for Communities for a Lifetime/Livable Communities:

1. The CRC promotes the concept of Lifelong Communities – places where people of all ages and abilities have access to the public landscape and services which enable them to live healthy and independent lives.

2. A Lifelong Community must be complete. Complete communities include the direct characteristics that at a minimum meet the needs of the user population, but also provided for a greater civic good by including elements that are beneficial to the environment, sensitive to a broad population and embrace economic/financially feasible regimes.

3. The region will encourage and promote the underlying issues that must be included in a Lifelong Community. The seven (7) basic tenets of a Lifelong Community are:

   a. Connectivity – the physical connection of streets, pedestrian networks and public spaces that promote ease of access, a direct coexistence with the existing urban fabric and barrier free mobility for all.

   b. Pedestrian access and transit – focuses on the access to public or privately supported methods of mass transit-oriented forms of mobility and focuses on pedestrian forms of mobility as a primary or equal method of transportation when compared to conventional vehicular modes.

   c. Neighborhood retail and services – proximity to vital and relevant supporting uses and services are necessary for a successful Lifelong Community. Mixtures of uses, walkable streets and services oriented to a range of population needs is the context of this issue.

   d. Social interaction – social interaction with the full range of the population is a proven requirement of lifelong communities. Pedestrian accessible streets and dwellings, a full stratum of dwelling types, community programming elements and careful placement of improvements are key components in creating a socially vibrant community.

   e. Dwelling types – a range of dwelling types within a walkable range is crucial to meet the social, economic and physical goals of a lifelong community. Creative architectural and planning solutions, a strong but flexible regulatory framework and policies that promote efficient and sustainable methods of construction are among the crucial requirements of this issue.
f. Healthy living – accessibility to fitness, education, cultural and health maintenance programming elements are vital to a successful lifelong community and are the primary concerns of this issue.

g. Environmental and Sustainable Solutions – the creation of a complete community includes provisions for the appropriate preservation of natural and cultural resources. Promotion of sustainable construction techniques, preservation of natural and cultural resources, innovative methods of power generation and integrated food production are among some of primary components related to successfully executing this issue.

4. The region will determine its “aging readiness” to provide programs, policies and services that address the needs of older adults.

5. The region will determine its “aging readiness” to ensure that communities are “livable” for persons of all ages.

6. The region will harness the talent and experience of older adults

7. To determine “age readiness,” local comprehensive plans should review:
   a. Demographics;
   b. Quantity, quality, and type of existing housing stock;
   c. Land use patterns; and
   d. Quantity, quality, and type of recreational needs.

8. Comprehensive plans will promote development patterns and design features to meet the needs of seniors.

9. Comprehensive plans and ordinances will promote Universal Design/Accessible Building Standards for buildings as well as recreational areas.

10. Comprehensive plans will include goals and objectives that specifically address the aging population.

11. Consider seniors and the elderly when reviewing site plans for new construction and/or renovations.

12. The region will ensure comprehensive plans permit basic services within walking distance recognizing it is a great convenience for all residents but an absolute necessity for an aging population.

6.12 Guiding Principles for Coastal Vulnerability and Resilience

Three guiding principles are identified in the Regional Plan for Coastal Vulnerability and Resilience.

1. The region believes that a community’s resilience is measured by its sustained ability to prepare for, respond to, and fully bounce back from crises.

2. The region’s strength is in our community’s resilience and in understanding the region’s vulnerabilities, and in taking positive collective actions to limit the impact of a disruptive crisis, and recovering rapidly from disasters.

3. The region believes in collaborating with a wide range of community resilience experts, community leaders and private sector partners to work together to increase collective capacities to respond to adversity with increased resources, competence, and connectedness to one another.
7. REGIONAL RESOURCE PLAN AND RIR

7.1 The Regional Resource Plan
The Regional Resource Plan (RIR) identifies Cultural and Historic and Natural Resources of regional importance. The Regional Resource Plan provides recommended best development practices, protective measures and policies for local governments to use within one mile of a regionally important resource. The project site includes wetlands and flood plains. Wetlands impacts due to site development and access. Flood zone A on site.

7.2 Area Requiring Special Attention
The Areas Requiring Special Attention map designates the site as being within an Area of Significant Natural Resources.

7.3 Natural Resources
Green Infrastructure
The U.S. Environmental Protection Agency defines Green Infrastructure as management approaches and technologies that utilize enhance and/or mimic the natural hydrologic cycle processes of infiltration, evapotranspiration and reuse. This management approach attempts to keep stormwater onsite. It incorporates vegetation and natural resources as much as possible in development and redevelopment.

Green Infrastructure has a number of benefits, including reduced runoff, groundwater recharge, higher air quality, better aesthetics, reduces costs, lowers impacts on climate change, and provides environmental benefits that surpass improved water quality.

Coastal Georgia’s Green Infrastructure network is defined as a natural life support system of parks and preserves, woodlands and wildlife areas, wetlands and waterways, greenways, cultural, historic and recreational sites and other natural areas all with conservation value. A potential impact as a result of premature or poorly planned conversion of land to other uses is the failure to adequately protect and conserve natural resources such as wetlands, flood plains, native vegetation, lakes, streams, rivers, natural groundwater aquifer recharge areas, and other significant natural systems. The river corridors, floodplains and tributary streams are considered to be critical green infrastructure components, as they supply key social, economic and environmental benefits for local communities and provide important habitats for wildlife.
Green infrastructure planning provides an alternative to what is common practice in many communities: conserving land on a piecemeal basis without the benefit of a large framework plan that allows a comprehensive approach to land conservation. Areas of protected open space should follow natural features for recreation and conservation purposes, including greenways that link ecological, cultural and recreational amenities.

Green Infrastructure shall be considered first in the planning process and in reviewing comprehensive plans, zoning, development review processes and performance standards.

Principles for green infrastructure include identifying what is to be protected in advance of development; providing for linkage between natural areas; and designing a system that operates at different functional scales, across political jurisdictions, and through diverse landscapes. Additional principles include sound scientific and land use planning practices, providing funding upfront as a primary public investment (for example, through a dedicated tax or other funding mechanism), emphasizing the benefits to people and nature, and using the green infrastructure as the planning framework for conservation and development. The concept of green infrastructure planning is based on a strategic approach to ensuring environmental assets of natural and cultural value are integrated with land development, growth management and built infrastructure planning at the earliest stage.

Greenspace or greenway land needs to be set aside for pedestrian, equestrian, and bicycle connections between schools, churches, recreation areas, city centers, residential neighborhoods, and commercial areas. Open-space, parks, trails, greenways, and natural undeveloped land are not individual but an integrated and organized system. Green infrastructure is as an interconnected system. Key physical, natural, ecological, landscape, historical, access and recreational assets contribute to the functionality of the green infrastructure network. The green infrastructure network weaves together a network of recreational and nature areas. Properly planned greenways provide efficient pedestrian linkages that can serve as alternative transportation to and from work, to services and other daily destinations. Greenway linkages serve as outdoor recreation for biking, walking, and jogging. Green infrastructure encourages the creation of transportation corridors and connections, which can foster ecotourism, tourism and outdoor recreation.

7.4 Wetlands

According to the developer, the project site contains wetlands and floodplains.
8. COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS)

8.1 Population and Employment Trends

<table>
<thead>
<tr>
<th>County</th>
<th>2000</th>
<th>2010</th>
<th>2020</th>
<th>2030</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effingham</td>
<td>37,535</td>
<td>52,250</td>
<td>80,563</td>
<td>112,062</td>
</tr>
</tbody>
</table>

Source: U.S. Census; Georgia Office of Planning and Budget

The county’s population is expected to grow from its 2000 level of 37,535 to 112,062 by 2030, according to the US Census and the Governor’s Office of Planning and Budget. The Coastal Region’s population in 2030 is projected to be 962,956, which is an increase from the 2000 level of 558,350.

Effingham County, is a growing county in the region and had a 2019 population estimate of 64,296 according to the US Census. The 2010 Census population of Effingham County in 2000 was 37,535.

The Coastal Georgia region supported 312,400 jobs in 2000, and is expected to support 435,050 jobs in 2030. The Effingham County unemployment rate in 2017 was 4.1 percent.

9. CRC Resources

9.1 Coastal Stormwater Supplement

The CRC applauds Effingham County for adopting the CSS Ordinance and/or ensuring the Coastal Stormwater Supplement (CSS) is implemented for stormwater management.

9.2 Regional Design Guidelines

The CRC recommends that the Effingham County ensure that new development creates an environment that contributes to the region's character. The Georgia Coastal Regional Character Design Guidelines for the development are appropriate to implement quality growth.

The ‘Character Region’ for this area is Rural Ridge and may utilize the ‘Character Area Key’ for Commercial.

For technical assistance contact Karen Saunds, Grant Specialist at ksaunds@crc.ga.gov.
SITE PLAN
PROVIDED BY THE APPLICANT
DRI #3740 – 130 Acre Old Augusta Rd Development

Effingham Character Area Map (with location of DRI shown)
- No Character Areas in Comprehensive Plan

Effingham Future Land Use Map (with location of DRI shown)
- Attached

A location map / exhibit of the project / A site plan / conceptual drawing of the proposal
- Attached

What is the future land use map designation of the DRI site in the comp plan?
- Residential, Agriculture, and Undeveloped

<table>
<thead>
<tr>
<th>Residential</th>
<th>Agriculture / Forestry (AF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The predominant use of land within the residential category is for single-family and multi-family dwelling units organized into general categories of net densities. This land use is protected from encroachment of industrial or other uses capable of adversely affecting the residential character.</td>
<td>Rural Residential (R-1)</td>
</tr>
<tr>
<td></td>
<td>Single-Family Residential (R-2)</td>
</tr>
<tr>
<td></td>
<td>Multi-Family Residential (MFR)</td>
</tr>
<tr>
<td></td>
<td>Manufactured Home Park (MHP)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agriculture</th>
<th>Agriculture / Forestry (AF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>This category is for land dedicated to farming (fields, lots, pastures, farmsteads, specialty farms, livestock production, etc.), agriculture, or commercial timber or pulpwood harvesting. This category is also for land dedicated to active or passive recreational uses. These areas may be either publicly or privately owned and may include playgrounds, public parks, nature preserves, wildlife management areas, national forests, golf courses, recreation centers or similar uses.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Undeveloped</th>
<th>Undeveloped (U)</th>
</tr>
</thead>
<tbody>
<tr>
<td>This category is for land that is to remain undeveloped.</td>
<td></td>
</tr>
</tbody>
</table>

What is the character area map designation of the DRI site in the comp plan?
- No Character Areas in Comprehensive Plan

What is the current zoning of the DRI site?
- Zoning exhibit attached. Parcels 0477A006, 0477A007, 0477A008, 0477A009, 0477A010, 04770008 & 04770009 are zoned AR-1, which was the base zoning district applied throughout the county when zoning was adopted.

What is the proposed zoning for the DRI site?
- I-1 (Heavy Industrial) to allow for warehousing

Is the site of the DRI currently vacant?
- 04770008 & 04770009 are currently vacant. 0477A006, 0477A007, 0477A008, 0477A009, and 0477A010 are home sites.
EFFINGHAM COUNTY
FUTURE LAND USE MAP
& ZONING DISTRICTS MAP
PUBLIC COMMENTS
( No Comments )
SUBMITTED APPLICATIONS FOR REZONING TO I-1
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 **Stature Investments as Agent for Joye Polk et al.** – (Map # 477 Parcels # 8&9 Map# 477A Parcels# 6,7,8,9,10) 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 overloads either existing or proposed public facilities such as street, utilities or schools?

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

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

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

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

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

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL    DISAPPROVAL

Of the rezoning request by applicant Stature Investments as Agent for Joyce Polk et al. – (Map # 477 Parcels # 8&9 Map# 477A Parcels# 6,7,8,9,10) 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 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 \( \times \) DISAPPROVAL

Of the rezoning request by applicant Stature Investments as Agent for Joyce Polk et al. – (Map # 477 Parcels # 8 & 9 Map# 477A Parcels# 6,7,8,9,10) from AR-1 to L-1 zoning.

Yes \( \times \) 1. Is this proposal inconsistent with the county’s master plan?

Yes \( \times \) 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes \( \times \) 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 \( \times \) 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes \( \times \) 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 \( \times \) 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes \( \times \) 7. Are nearby residents opposed to the proposed zoning change?

Yes \( \times \) 8. Do other conditions affect the property so as to support a decision against the proposal?
Staff Report

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

Item Description: Stature Investments as Agent for Joye Polk et al., requests to rezone 130.58 acres from AR-1 to I-1 to allow for the development of industrial warehouses. Located on Old Augusta Road. Map# 477 Parcels# 8&9; Map# 477A Parcels# 6,7,8,9,10

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 130.58 acres from AR-1 to I-1 to allow for the development of industrial warehouses, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Warehousing is a permitted use in I-1 (Heavy Industrial).
- The scale of the proposed warehouse development exceeds the threshold (500,000 gross sf) to be considered a Development of Regional Impact (DRI). The Coastal Regional Commission determined that the project (DRI # 3740) warranted regional review; requested comments; and completed a DRI report.
- The county Future Land Use map indicates the project site is in Residential, Undeveloped and Agriculture areas. Residential areas include single and multi-family development. Agriculture areas include uses such as farming, livestock, timber harvesting, or recreation.
- The City of Savannah I&D water line is located east of the proposed parking area in the southeast of the development site.
- The required buffer between heavy industrial and AR/R zoning districts is 300’. The proposed development does not meet that requirement.
- The applicant withdrew an earlier application for two parcels that had access only to Abercorn Road. Additional parcels along Old Augusta Road were added to the development plan, which gives the project frontage on a designated truck route.
- Ryan Thompson Recused himself from this item.
- At the July 18, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone 130.58 acres from AR-1 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 Effingham County Water Resources Protection Ordinance, 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 Approved 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** 130.58 acres from AR-1 to I-1 to allow for the development of industrial warehouses, 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, 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 Approved 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** 130.58 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
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
477-8&9, 477A-6,7,8,9,10
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
477-8&9, 477A-6,7,8,9,10

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 STATURE INVESTMENTS AS AGENT FOR VARIOUS has filed an application to rezone one hundred and thirty and fifty-eight hundredth (130.58) +/- acres; from AR-1 to I-1 to allow for the development of industrial warehouses; map and parcel number 477-8&9, 477A-6,7,8,9,10, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 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 June 29, 2022; and

IT IS HEREBY ORDAINED THAT one hundred and thirty and fifty-eight hundredth (130.58) +/- acres; map and parcel number 477-8&9, 477A-6,7,8,9,10, located in the 5th commissioner district is rezoned from AR-1 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, 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 Approved 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 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 (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 2, 2022

Item Description: Stature Investments as Agent for Joye Polk, et al., requests a variance to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses. Located on Old Augusta Road, zoned AR-1, proposed zoning I-1. Map# 477 Parcels# 8&9; Map# 477A Parcels# 6&10

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance to reduce required buffers between industrial and non-industrial 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.

- The applicant plans two warehouses: 820,800 sf and 248,000 sf on the 68.75-acre parcel.
- The required buffer between heavy industrial and R & AR zoning districts is 300’.
- Section 3.4 Buffers. Purpose and function: To provide minimum separation and screening of different land uses. To minimize the adverse effects of commercial and industrial land uses on surrounding property; to act as a filtration zone for stormwater; to make the environment more visually attractive; and to preserve the tree canopy in the county.
- The parcels with frontage on Old Augusta Road are part of Abercorn Acres, a residential subdivision.
- Buffer reduction requested at Abercorn Acres and Abercorn Rd parcel boundaries: from 300’ to 150’, with a 20’ earthen berm in the upland areas. Wetlands areas in the buffer will be undisturbed. The impact of the buffer reduction is partly mitigated by the addition of a 20’ high earthen berm. The berm will provide visual screening, and reduce noise.
- Buffer reduction at the eastern boundary (477-10 & 11 and 486-1): from 300’ to 25’.
- Ryan Thompson Recused himself from this item.
- At the July 18, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request for a variance to reduce required buffers between industrial and non-industrial parcels.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve request for a variance to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses.
2. Deny request for a variance to reduce required buffers between industrial and non-industrial parcels.

Recommended Alternative: 1
Other Alternative: 2

Department Review: Development Services
FUNDING: N/A

ATTACHMENT A - VARIANCE APPLICATION

Application Date: 6/13/22

Applicant/Agent: STATURE INVESTMENTS ATTN: YASH DESAI

Applicant Email Address: YDESAI@STATUREINVESTMENTS.COM

Phone # 912-398-0280

Applicant Mailing Address: 118 PIPE MAKERS CIRCLE, SUITE 100

City: SAVANNAH State: GA Zip Code: 31322

Property Owner, if different from above: SEE ATTACHED AUTHORIZATIONS AND OWNERSHIP CERTIFICATIONS FOR OWNER INFO Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): ________________

Phone # ________________

Owner’s Mailing Address: ________________

City: ________________ State: ________________ Zip Code: ________________

Property Location: OLD AUGUSTA RD, SOUTH OF ABERCORN RD

Name of Development/Subdivision: N/A

Present Zoning of Property AR-1/ Tax Map-Parcel # PROP I-1

BUFFERS - ZONING VARIANCE REQUESTED (provide relevant section of code): ORDINANCE SECTION 3.4

Describe why variance is needed: THE APPLICATION OF A 300' BUFFER ALONG WITH THE EXISTING EASEMENTS AND WETLANDS WITHIN THE PROPERTY REDUCES THE BUILDABLE AREA WITHIN THE OVERALL DEVELOPMENT BY GREATER THAN 50% OF THE TOTAL LOT AREA.

How does request meet criteria of Section 7.1.8 (see Attachment C): THE APPLICATION OF A 300' BUFFER IN ADDITION TO THE EXISTING EASEMENTS AND WETLANDS WITHIN THE PROPERTY CREATES A SIGNIFICANT HARDSHIP IN DEVELOPING FOR A PROPOSED WAREHOUSE USE.

Applicant Signature: __________________ Date 6/13/22

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 5/15/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2593 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

Print Name Shawn T. Jones

Owner's signature

Print Name Laura Susan Jones

Print Name

Sworn and subscribed before me this 10th day of June, 2022.

Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I, Shawn T. Jones and Laura Susan Jones, 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: Yash Desai/Stature Investments

Applicant/Agent Address: 118 Pipemakers Circle, Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.389.0280 Email: ydesai@statureinvestmentsus.com

Owner’s signature 6-10-23

Print Name Shawn T. Jones

Owner’s signature

Print Name Laura Susan Jones

Personally appeared before me Shawn T. Jones & Laura Susan Jones (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 10th day of June, 2023.

Notary Public, State of Georgia

Rev 05052021
LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of May 15, 2020 by and between

Southland Restoration, LLC
(Hereinafter referred to as the “Grantor”), and

Shawn T. Jones and Laura Susan Jones
, as joint tenants with rights of survivorship
(Hereinafter referred to as “Grantee”)

(the words “Grantor” and “Grantee” to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

WITNESSETH, THAT:

GRANTOR, for and in consideration of the sum of 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, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee:

All that certain lot, tract or parcel of land situate, lying and being in the 9th GM District of Effingham County, Georgia, and containing 5 acres, more or less, being known and designated as Lot 10, Abercorn Acres Subdivision, as shown on the map or plat of said Subdivision recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Cabinet A, Page 364F. Said map or plat is incorporated herein by specific reference for a more complete description of the property herein conveyed. containing improvements thereon known as 2063 Old Augusta Rd S, Rincon, GA 31326, PIN 0477A-010,

(Hereinafter referred to as the “Property”)

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 anywise 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, the duly authorized officer of Grantor has signed and sealed this Deed on the
day and year first above written.

Signed, sealed and delivered this 15th day of May, 2020, in the presence of:

[Signature]

Unofficial Witness

Notary Public

My Commission Expires: 5/11/2024

[NOTARIAL SEAL]

Southside Restoration, LLC

BY: Christine Durrence
Christine Durrence, as authorized signatory
McManamy Jackson, PC
415 Eisenhower Dr, No. 1
Savannah, GA 31406

SECURITY DEED

MIN: 1007930-1236103236-3
MERS PHONE #: 1-888-678-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 16, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 15, 2020, together with all Riders to this document.

(B) "Borrower" is SHAWN JONES AND LAURA SUSAN JONES, joint tenants.

Borrower is the grantor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the grantee under this Security Instrument.

(D) "Lender" is BankSouth Mortgage Company, LLC.

E) "Note" means the promissory note signed by Borrower and dated May 15, 2020. The Note states that Borrower owes Lender One Hundred Forty Thousand Two Hundred Fifty Dollars ($140,250.00).

GEORGIA — Single Family — Freddie Mac UNIFORM INSTRUMENT Form 3011 101
Effie Mae, Inc.

Page 1 of 10
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2030.

(b) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(c) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(d) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- V.A. Rider
- Other(s) [specifically]

Waiver of Borrower's Rights Rider, Manufactured Home Rider, Manufactured Home Affidavit of Affirmation

(i) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(j) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(k) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transactions, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(l) "Escrow Items" means those items that are described in Section 3.

(m) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 6) for:

- damage to, or destruction of, the Property;
- condemnation or other taking of all or any part of the Property;
- conveyance in lieu of condemnation; or
- misrepresentations of, or omissions as to, the value and/or condition of the Property.

(n) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(o) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(p) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §§2261 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(q) "Successor in Interest of Borrower" means any party that has taken title to the Property whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security instrument secures to Lender:

(i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and
(ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS, with power of sale, the following described property located in the County of EFFINGHAM.

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF AS "EXHIBIT A."
which currently has the address of 2003 OLD AUGUSTA RD S, RINCON, GA 31326 ("Property Address"):

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter existing or to be hereafter erected hereon, as part or all part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property:

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 9. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer. Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may refuse any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds to Borrower. If not paid earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 9. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Borrower receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payments received from Borrower to the payment of the Periodic Payments in, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, or at such other times and in such amounts as Lender may from time to time require. The amounts required by Lender for the payment of insurance, taxes, and other items which may be required for this Security Instrument as a lien or encumbrance on the Property, (b) leasehold improvements or property located on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 9, and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums, if any.
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 6/19/2002, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 842 page 427.

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 Joye Polk

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 9th day of May, 2022.

Dawn Hickman

Notary Public, State of Georgia

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

Joye Polk

I, Joye Polk, 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: STATURE INVESTMENTS ATTN: YASH DESAI

Applicant/Agent Address: 118 PIPE MAKERS CIRCLE, SUITE 100

City: POOLER State: GA Zip Code: 31322

Phone: 912-398-0280 Email: YDESAI@STATUREINVESTMENTSUS.COM

Owner’s signature: Joye Polk

Print Name: Joye Polk

Personally appeared before me Joye Polk (Owner print)

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

Sworn and subscribed before me this 9th day of May, 2022.

Dawn Hickman
Notary Public, State of Georgia
Return to: Lloyd D. Murray  
P.O. Box 1569  
Richmond Hill, GA 31324

Effingham County, Georgia  
Real Estate Transfer Tax  
Paid $13.00  
Date 6-16-2002

STATE OF GEORGIA  
COUNTY OF BRYAN

CLERK OF SUPERIOR COURT

WARRANTY DEED

THIS INDENTURE, Made this 19th day of June, in the year of our Lord Two Thousand and Two, between SATISFACTION & SERVICE HOUSING, INC. of the County of Chatham, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and JOYE POLK of the County of Chatham, and State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context require or permit).

WITNESSETH, That Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00), in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all of Grantor's interest in and to the following described property, to wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 9TH G.M. District, Effingham County, Georgia, being known and designated as Lot 6, containing 5.0 acres, more or less, Abercorn Acres Subdivision, as shown on that certain map or plat made by Paul D. Wilder, R.L.S. No. 1559, dated June 19, 1997, recorded in Plat Cabinet A, slide 394-E, in the records of the Clerk of Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

SUBJECT to all valid reservations, restrictions, easements, and rights of way of record.

TOGETHER with all improvements located thereon.

TO HAVE AND TO HOLD. The said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.
IN WITNESS WHEREOF the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered on the 19th day of June, 2002, in the presence of:

[Signature]
Witness

[Signature]
Witness

M/Commission expires: July 15, 2003

Satisfaction & Service Housing, Inc.

By: [Signature]
Ellis A. Skinner, II (Seal)
DEED TO SECURE DEBT
AND
SECURITY AGREEMENT

GEORGIA
COUNTY OF

RETURN TO:
Lloyd B. Murray
P. O. Box 225
Richmond Hill, Ga. 31324

02 JUN 21 AM 10:35
ELIZABETH Z. HURSEY
CLERK E.C.G.C.

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

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ELIZABETH Z. HURSEY
CLERK E.C.G.C.
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

TOGETHER with any and all awards or payments, including Interest thereon, and the right to receive the same, as a result of (a) the exercise by the owner of the reversion or remainder of the right of reversion or remainder of any street or (b) any other injury to, taking of, or decrease in the value of, the premises, to the extent of all amounts which may be secured by this deed at the date of receipt of any such award or payment by Grantee and of the reasonable attorney’s fees, costs and disbursements incurred by Grantee in connection with the receipt of such award or payment.

TO HAVE AND TO HOLD all the aforesaid property rights, contract rights, Equipment and claims (all of which are collectively referred to herein as the “Premises”) to the use, benefit and behoof of the Grantee, forever, in FEE SIMPLE, together with all the right, title and interest in the Premises and every part thereof, and the right to convey same, that the Premises are unencumbered except as may be herein expressly provided, and that Grantee will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whatsoever.

This instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia and is not a mortgage; and is made and intended to secure the payment of the Indebtedness of Grantee to Grantee evidenced by the Note in accordance with the terms thereof, together with any and all other Indebtedness now owing or which may hereafter be owing by Grantee to Grantee, however incurred, including advances by Grantee or any transferees for the payment of taxes or premiums on the premises or to repair, maintain or improve the Premises (whether or not Grantee is at that time the owner of the Premises), and all renewal or renewals and extensions or extensions of the Note or other Indebtedness, either in whole or in part (all of which are collectively referred to herein as the “Secured Indebtedness”).

1. Grantee shall pay to Grantee the Secured Indebtedness with Interest thereon as in the Note and this deed provided.

2. Grantee shall pay, in advance and payable, (a) all taxes, assessments, general or special, and other charges levied on; or assessed, placed or made against the Premises; this instrument or the Secured Indebtedness; or any interest of the Grantee in the Premises or the obligations secured hereby; (b) premiums on policies or fire and other hazard insurance covering the Premises, as required in Article 9 hereof; (c) premiums on all casualty, property, and fidelity insurance policies, if any; (d) premiums for mortgage insurance. If this deed and the Note are so insured; and (e) ground rents or other lesser leases, if any, payable by Grantee. Grantee shall promptly deliver to Grantee receipts showing payment in full of all of the above items. Upon notification from Grantee, Grantee shall pay to Grantee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, paying dates of the Note, until said Note is fully paid or until notification from Grantee to the contrary, an amount reasonably sufficient (as estimated by Grantee) to provide Grantee with funds to pay taxes, assessments, insurance premiums, rentals, and other charges payable as required by the Note, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. Grantee shall deliver to Grantee, at least thirty (30) days before the date on which it will become due, an official statement showing the amount of taxes, assessments, insurance premiums and rents due and payable, and Grantee shall pay said charges to the amount of the then unused credit therefore as and when they become due and payable. An official receipt thereof shall be conclusive evidence of such payment and of the validity of such charges. Grantee may, at its option, pay any of these charges when due, without notice, or make advances therefor in excess of credit for said charges.

The excess amount advanced shall become part of the Secured Indebtedness and bear interest at the rate of 5% per annum from date of advancement. Grantee may apply credits held by it for the above charges, or any part thereof, in account with this mortgage, and any payments made thereunder by Grantee, and the amount of credit existing at any time may be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer of the Premises shall, without assignment thereof, be paid to the benefit of the successor-owner of the Premises and shall be applied under and subject to all the provisions hereof. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

3. (a) Grantee shall keep the Premises insured for the benefit of Grantee against loss or damage by fire, lightning, windstorm, hail, explosion, flood, riot, or other causes. The insurer may from time to time require, in all amounts approved by Grantee not exceeding 100% of full insurable value, all insurance hereof provided for shall be in form and companies approved by Grantee, and, of the types of amounts of insurance required and approved for Grantee, shall assign and deliver to Grantee, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Grantee, without contribution by Grantee, pursuant to the New York Standard or other mortgage clauses satisfactory to Grantee. If Grantee, by reason of such insurance, receives any money for loss or damage, such amount may, at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or the same may be paid over, wholly or in part, to Grantee, for the repair or replacement of the Premises, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see the proper application of any amount paid over to Grantee; (b) not less than 10 days prior to the expiration date of each policy of insurance required of Grantee pursuant to this Article, and of each policy of insurance held as additional collateral to secure Secured Indebtedness, Grantee shall deliver to Grantee a renewal policy or policies marked “premimum paid” or accompanied by other evidence of payment satisfactory to Grantee, and (c) in the event of a foreclosure or sale of the deed, the purchaser of the Premises shall succeed to all the rights of Grantee, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Grantee, with respect to all the property conveyed and to be conveyed by the provisions of this Article.

4. Grantee shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises and the use thereof or any part thereof. Grantee shall promptly repair, restore, replace or rebuild any part of the Premises, now or heretofore encumbered by this deed, which may be affected by any proceeding of the character referred to in Article 6 hereof. No part of the Premises, including, but not limited to, any building, structure, paving or driveway, landscape scheme, timber or other ground improvement, equipment or other property, shall be conveyed as security by or pursuant to this deed, shall be removed, demolished or materially altered without the prior written consent of Grantee. Grantee shall remain, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the property herein conveyed. Grantee shall not institute, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction which is contrary to the restrictions limiting or defining the uses which may be made of the Premises or any part thereof. Grantee and any persons authorized by Grantee shall have the right to enter and inspect the Premises at reasonable times and access thereof shall be permitted for that purpose.

5. Grantee shall execute and deliver (and pay the costs of preparation and recording thereof) to Grantee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, security deeds, mortgages, assignments of rents, subordinations, releases, and releases of liens, and releases of any encumbrances, and any and all instruments and records necessary to secure the evidence of the obligation hereby secured and the legal security title of Grantee to all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this deed and extensions or modifications thereof. Grantee, upon request, made either personally or by mail, shall certify by a writing, duly acknowledged, to
Grantor of its or any proposed assignee of this deed, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within 6 days in case the request is made personal or within 12 days after such request in case the request is made by mail.

6. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade or any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority corporation, Grantor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from a waiving of any award of payment for such taking, alterations, injury to, or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, who is in or to Grantor for the purpose of paying, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see to the application of any amount paid over to Grantor. If, prior to the receipt by Grantor of such award or payment, the Premises shall have been sold on foreclosure of this deed, Grantor shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon whether or not a deficiency judgment on this deed shall have been sought or recovered or denied, and of the reasonable counsel fees and disbursements incurred by Grantee in connection with the collection of such award or payment.

7. Grantor shall deliver to Grantee, at any time within 30 days after notice and demand by Grantee but not more frequently than once per month, (i) a statement in such reasonable detail as Grantee may request, certified by the Grantor or executive officer of a corporate Grantor, of the leases relating to the Premises, and (ii) a statement in such reasonable detail as Grantor may request, certified by the Grantor or executive officer of a corporate Grantor, of the income from and expenses of any one or more of the following: (a) the conduct of any business on the Premises, (b) the operation of the Premises, or (c) the leasing of the Premises or any part thereof, for the last 12 months calendar period prior to the date of notice and demand, and upon request, Grantor shall furnish to Grantee executed counterparts of any such leases and convenient facilities for the audit and verification of any such statement.

8. Each of the following events shall constitute an "Event of Default" under this deed: (i) should Grantor fail to pay any Secured Indebtedness or any part thereof, when and as the same shall become due and payable; (ii) should any warranty representation or warranty of any instrument, transfer, certificate, statement, conveyance, assignment, loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect; (iii) should any Premises be subject to actual or threatened seizure, or any part thereof be removed, demolished or materially altered so that the value of the Premises be diminished; (iv) should any federal tax lien, or claim of lien for labor material be filed of record against the Premises or the Premises and not be paid or removed by bond within 90 days of date recording; (v) should any claim, or priority to this deed by, lien or otherwise be asserted, in any legal or equitable proceeding; (vi) should all the security instruments be foreclosed or declared in default to secure the benefit of the creditors, or a receiver, liquidator, or trustee of Grantor or of Grantor property be appointed, or should any petition for the bankruptcy, reorganization, or arrangement of Grantor, pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should Grantor be adjudicated as bankrupt or insolvent, or should Grantor in a proceeding admit its insolvency or inability to pay its debts as they fall due or should Grantor, if a corporation, be liquidated dissolved, or dissolved or reorganized, or if a trust, be terminated or expire; (vii) should Grantor fail to pay, observe, perform, carry out and execute in every particular covenants, agreements, obligations and conditions set out in this deed, or in the Note, or in any of the following instruments given in connection with this deed, and any amendment of or to any, lease or leases by Grantor; or (viii) should any event occur under any instrument, deed or agreement, given or made by Grantor to or with a third party, which would authorize the acceleration of any debt to any such third party, the acceleration of which would materially affect Grantor's ability to pay when due any amounts owed to Grantee.

9. If an Event of Default occurs and remains uncured, 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 against the Premises and the Letts, 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 will transfer and assign to Grantee, in form satisfactory to Grantor, the lessor interest in any lease now or hereafter affecting the whole or any part of the Premises; (ii) pay any sums in any form or manner deemed expedient by Grantee to protect its interest in the instrument or otherwise than payment of Interest or principal on Secured Indebtedness, or to any payment hereby authorized to be made according to any law, statement or estimate furnished or procured from the proper public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt or any such public officer or party in the hands of Grantee shall be conclusive evidence of the receipt and amount of items so paid, in which event the same shall be deemed as paid, with interest thereon from the date of such payment at the rate of \( \text{NOTE RATE} \) percent per annum, shall be added and become a part of the Secured Indebtedness and be immediately due and payable to Grantee; and Grantee shall be subrogated to any assignment, lien, claim or demand, and to all the rights and securities for the security thereof, paid or discharged with principal sum secured hereby or by Grantee under the provisions hereof, and any such subrogation rights shall be absolute and cumulative to this instrument; (iii) declare the entire Secured Indebtedness immediately due, payable and collectible, with notice to Grantor, regardless of maturity, and, in that event, the entire Secured Indebtedness shall become immediately due, payable and collectible, and thereupon, Grantee may sell and dispose of the Premises at public auction, at the usual place for conducting such at the courthouse in the county where the Premises or any part thereof may be, to the highest bidder for cash, first advertising the time and place of such sale by publishing a notice thereof once a week for four consecutive weeks in a newspaper in which such advertisements are published in said county, all other notice being hereby waived by Grantor; and Grantee may thereupon execute a deed to the purchaser at said sale a sufficient conveyance of the Premises in fee simple, which conveyance may contain recitals to the effect that the sale was made in due course of the sale, hereinafter granted, and said recitals shall have presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Grantor's agents, representatives, successors or assigns, may bid and purchase at such sale, and Grantor hereby constitutes and appoints Grantor or its assignee agent and attorney in fact to make such recitals, sale and conveyance, and all of the acts of such attorney in fact are hereby ratified, and Grantor agrees that such recitals shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantor, or its assignee (and in the event of a deed in lieu of foreclosure, then as to such conveyance) shall be effective to bar all right, title and interest, equity of redemption, including all statutory redemption, homestead, dower, curtesy and all other exemptions or grants, its successors in interest, in and to said Premises; and Grantor, or its assignee, shall collect the proceeds of such sale, reserving therefrom all unpaid Secured Indebtedness with interest then due thereon and all amounts advanced by Grantor for taxes, assessments, fire insurance premiums and other charges, with interest at the rate of \( \text{NOTE RATE} \) percent per annum, from date of payment, together with all costs and charges for advertising, and commissions for selling the Premises, and (15) percent of the net proceeds payable over any surplus to Grantor (in the event of defaults hereunder) Grantor shall be paid immediately on demand from Grantee pay over to Grantee, or its nominee, such deficiency; and Grantor agrees that possession on the premises during the exercise of the Secured Indebtedness by Grantor, or any person claiming under Grantor, shall be held to be a lien on the real estate in said Premises, and any sale of a said, herein provided, Grantor or any person in possession under Grantor shall become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summer
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 5/15/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2593 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

Print Name Shawn T. Jones

Owner's signature

Print Name Laura Susan Jones

Owner's signature

Print Name

Notary Public, State of Georgia

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 1/20/2006, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1395 page 235.

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: Ashley Ron Moore

Owner's signature:

Print Name:

Owner's signature:

Print Name:

Sworn and subscribed before me this day of 20

Notary Public, State of Georgia

[Notary Seal]

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Ashley Ron Moore, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states: That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Reasoning 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: Scature Investments/Yash Desai

Applicant/Agent Address: 118 Pipemakers Circle, Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.398.0280 Email: ydesai@scatureinvestmentsus.com

Owner’s signature: Ashley Ron Moore

Print Name: Ashley Ron Moore

Personally appeared before me Ashley Ron Moore (Owner print)

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

Sworn and subscribed before me this __________ day of __________, 20____.

Notary Public, State of Georgia

STATE OF CALIFORNIA COUNTY OF San Diego Submitted and sworn to (or affirmed) before me for this 25 day of March, 2023 by Ashley Ron Moore, who appeared before me.

Kai Peterson (Signature of Notary)
QUITCLAIM DEED

THIS INDENTURE, made the 20th day of January, in the year two thousand and six, between BRENDI SHARON BODGES as party or parties of the first part, hereinafter called Grantor, and ASHLEY RON MOORE as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee

All that certain, lot, tract or parcel of land, lying and being in the 9th GMD, Effingham County, Georgia containing 22.01 acres, more or less, and being designated as Parcel -1B, as shown on that certain plat of survey prepared by Leon A. Zipperer, Jr., registered land surveyor, dated February 16, 2002, and recorded in Plat Cabinet B, Slide 1586, Effingham County, Georgia Records, which plat of survey is by reference incorporated herein as part of this description.

Also conveyed herein is a perpetual non-exclusive easement for ingress and egress as shown on this plat of survey.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

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

Signed, sealed and delivered in the presence of:

Witness:

TITLE NOT EXAMINED BY SCRIVENER
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 1/24/2014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2229 page 771.

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: Chester R. Porter

Owner's signature

Print Name: Clint R. Porter

Owner's signature

Print Name:

Sworn and subscribed before me this 6th day of June 2022.

Notary Public, State of Georgia

Notorized Signature for Clint R. Porter only

MARGARET M DOBO
Notary Public, Georgia
Camden County
My Commission Expires January 27, 2024

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Chester R. Porter & Clint R. Porter, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning application. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Stature Investments/Yash Desai

Applicant/Agent Address: 118 Pipemakers Cir., Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.398.0280 Email: ydesai@statureinvestmentsus.com

Owner's signature ____________________________________________

Print Name Chester R. Porter

Personally appeared before me Chester R. Porter (Owner print)

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

Sworn and subscribed before me this _____ day of ________, 20_____

Notary Public, State of Georgia

Owner's signature ____________________________________________

Print Name Clint R. Porter

Personally appeared before me Clint R. Porter (Owner print)

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

Sworn and subscribed before me this _____ day of ________, 20_____

MARGARET M DOBO
Notary Public, Georgia
Camden County
My Commission Expires
January 27, 2024

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 1/24/2014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2229 page 771.

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 Chester R. Porter

Owner’s signature ____________________________

Print Name Clint R. Porter

Owner’s signature ____________________________

Print Name ____________________________

Sworn and subscribed before me this 18 day of March, 2022.

[Signature]

Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I, Chester R. Porter & Clint R. Porter, 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: Stature Investments/Yash Desai
Applicant/Agent Address: 118 Pipemakers Circle, Suite 100
City: Pooler State: GA Zip Code: 31326
Phone: 912.398.0280 Email: ydessai@statureinvestmentsus.com

Owner's signature: [Signature]
Print Name: Chester R. Porter

Personally appeared before me Chester R. Porter (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 18 day of March, 2022.

Joann R. Hughes
Notary Public, State of Georgia

Rev 05052021
DEED OF GIFT

STATE OF GEORGIA,

COUNTY OF EFFINGHAM

This Indenture made this 29th day of January 2014, between CHESTER R. PORTER, of the County of Effingham, State of Georgia, as party of the first part, hereinafter called Grantor, and CHESTER R. PORTER and CLINT R. PORTER, as tenants in common with survivorship, as parties of the second part, hereinafter called Grantees (the words “Grantor” and “Grantees” to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of ONE AND 00/100'S ($1.00) Dollar and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has given, granted and conveyed, and by these presents does give, grant and convey unto the said Grantees, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that certain lot, tract or parcel of land, situate, lying and being in the 9th OM District, Effingham County, Georgia, containing 84.34 acres, more or less, being bounded on the North by property of Jesse W. Easley; on the East by property of the City of Savannah; on the South by property of Robert E. McCormick; and on the West by property of Jesse W. Easley, as shown and more particularly described on that certain plat by Paul D. Wilcox, dated April 12, 1996, recorded in the office of the Clerk of superior Court of Effingham County, Georgia, in Plat Book A, slide 326C, said plat being specifically incorporated herein for any and all purposes including, specifically, for determination of the exact location of the boundaries of said property.

This being the same property conveyed to Chester R. Porter by Quitclaim Deed from Mary Porter, dated March 10, 1998, recorded in Deed Book 465, page 366, aforesaid records.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantees against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

[Seal]

[Seal]

Notary Public
My commission expires: 3-12-16

TITLE NOT EXAMINED OR CERTIFIED BY SCRIVENER
Staff Report

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

Item Description: Stature Investments as Agent for Joye Polk, et al., requests a variance to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses. Located on Old Augusta Road, zoned AR-1, proposed zoning I-1. Map# 477 Parcels# 8&9; Map# 477A Parcels# 6&10

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance to reduce required buffers between industrial and non-industrial 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.

- The applicant plans two warehouses: 820,800 sf and 248,000 sf on the 68.75-acre parcel.
- The required buffer between heavy industrial and R & AR zoning districts is 300’.
- Section 3.4 Buffers. Purpose and function: To provide minimum separation and screening of different land uses. To minimize the adverse effects of commercial and industrial land uses on surrounding property; to act as a filtration zone for stormwater; to make the environment more visually attractive; and to preserve the tree canopy in the county.
- The parcels with frontage on Old Augusta Road are part of Abercorn Acres, a residential subdivision.
- Buffer reduction requested at Abercorn Acres and Abercorn Rd parcel boundaries: from 300’ to 150’, with a 20’ earthen berm in the upland areas. Wetlands areas in the buffer will be undisturbed. The impact of the buffer reduction is partly mitigated by the addition of a 20’ high earthen berm. The berm will provide visual screening, and reduce noise.
- Buffer reduction at the eastern boundary (477-10 & 11 and 486-1): from 300’ to 25’.
- Ryan Thompson Recused himself from this item.
- At the July 18, 2022 Planning Board meeting, Alan Zipperer made a motion to approve the request for a variance to reduce required buffers between industrial and non-industrial parcels.
- The motion was seconded by Brad Smith, and carried unanimously.

Alternatives
1. Approve request for a variance to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses.
2. Deny request for a variance to reduce required buffers between industrial and non-industrial parcels.

Recommended Alternative: 1  Other Alternative: 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. 477-8&9, 477A-6&10
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 477-8&9, 477A-6&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, STATURE INVESTMENTS AS AGENT FOR VARIOUS has filed an application for a variance, to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses; map and parcel number 477-8&9, 477A-6&10, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 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 June 29, 2022; and

IT IS HEREBY ORDAINED THAT a variance to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses; map and parcel number 477-8&9, 477A-6&10, located in the 5th commissioner district is approved.

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

This _____ day of ________________, 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: WESLEY CORBITT, CHAIRMAN

ATTEST:
FIRST/SECOND READING: _____________

STEPHANIE JOHNSON
COUNTY CLERK